

**Confidential-Proprietary Information**

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***VAN ZANDT COUNTY***

**121 E. Dallas, Room 102 -- Canton, Texas 75103  
903-567-2171 or 903-567-4700 (fax)**

John Shinn  
County Auditor

Cristie Martin  
Assistant Auditor

Bert Morris  
Assistant Auditor

**NOTICE**

County solicits Request for Proposal (RFP) for the negotiation of a new Inmate Telephone Services for County.

Request for Proposal must be received in the Auditor's office prior to 1:30 PM Tuesday, June 8, 2010 and will be opened publicly. Awarding of Proposal is anticipated to be on July 13, 2010. Request for Proposal may be picked up and should be marked and can be delivered to:

County Auditor  
121 E. Dallas, Room 102  
Canton, Texas 75103  
(903) 567-2171  
Mark envelope "**Inmate Telephone Services**"

In the event of inclement weather and County Offices are officially closed on a RFP opening day, RFP's will be received until 1:30 PM on the next business day.

Proposal packets may be picked up at the County Auditor's Office located in the Courthouse basement, Canton, Texas.

The County reserves the right to accept or reject in part or in whole any Proposals submitted, and to waive any technicalities for the best interest of the County.

**PLEASE RUN IN THE VAN ZANDT NEWS THE WEEK OF March 28 and April 4, 2010.**

**PLEASE PROVIDE AN AFFIDAVIT OF PUBLICATIONS.**

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**VAN ZANDT COUNTY, TEXAS**

**REQUEST FOR REQUEST FOR PROPOSAL – Inmate Telephone Services for Van Zandt County**

RETURN PROPOSAL TO: County Auditor  
121 E. Dallas, Room 102  
Canton, Texas 75103  
(903) 567-2171  
Mark envelope **“Inmate Telephone Services”**

The enclosed REQUEST FOR REQUEST FOR PROPOSAL and accompanying SPECIFICATIONS AND PROPOSAL SHEETS are for your convenience in proposing the enclosed referenced products and/or services for the COUNTY.

**REQUEST FOR PROPOSAL SHALL BE RECEIVED NO LATER THAN:**

**Tuesday, 1:30 PM June 8, 2010**  
**MARK ENVELOPE: “Inmate Telephone Services”**

Please note that all RFP’s Proposals **must be received at the designated location by the deadline shown**. Proposals received after the deadline **will not be considered** for the award of the contract(s), and shall be considered void and unacceptable. Award is scheduled to be held in County Courtroom, Courthouse, Canton, Texas at 9:00 A.M., Tuesday, July 13, 2010. **You are invited to attend.**

**The County** is very conscious and extremely appreciative of the time and effort you expend in preparing and submitting Proposals to the county. Please let us know of any Proposal requirements that are causing you difficulty in responding to our Proposal. We want to make the process as easy and painless as possible so that all responsible vendors can compete for the county's business. If you do not wish to submit a Proposal at this time, but wish to remain on the Proposal list for this type commodity, please submit a "No Proposal". If you wish to be removed from the Proposal list, please let us know.

The contract(s) may be awarded at the time of the Proposal opening, but Van Zandt County reserves the right to delay awarding the Proposal for approximately two weeks if it appears to be in the best interest of the county. To obtain information regarding the award of the contract, please contact the **COUNTY AUDITOR'S OFFICE at 903-567-2171.**

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**VAN ZANDT COUNTY  
REQUEST FOR PROPOSALS  
INSTRUCTIONS/TERMS OF CONTRACT**

By order of the Commissioners Court of Van Zandt County, Texas, Request for Proposal will be received for:

**“Inmate Telephone Services”**

**TO PROVIDE** for a contract (s) commencing on the date the Proposal is awarded.

**IT IS UNDERSTOOD** that the Commissioners Court of County reserves the right to reject any or all Proposals for any or all products and/or services covered in this Proposal request and to waive informalities or defects in Proposals or to accept such Proposals as it shall deem to be in the best interests of County. Receipt of any proposal shall under no circumstances obligate Van Zandt County to accept the lowest proposal. The award of the contract shall be made to the responsible offerer whose proposal is determined to be lowest and best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors set forth in the request for proposal.

**PROPOSALS MUST BE** submitted on the pricing forms included for that purpose in this packet. Each Proposal shall be placed in a separate sealed envelope and marked clearly on the outside as shown below. **FACSIMILE TRANSMITTALS SHALL NOT BE ACCEPTED.**

**SUBMISSION OF PROPOSAL:** Request for Proposal shall be submitted to:

COUNTY AUDITOR  
COUNTY COURTHOUSE  
121 East Dallas, Room 102  
CANTON, TEXAS 75103

**Request for Proposal must be received no later than:**

**Tuesday, 1:30 PM, June 8, 2010**

**MARK ENVELOPE: “Inmate Telephone Services”**

**ALL PROPOSALS MUST BE RECEIVED IN THE COUNTY AUDITOR'S OFFICE BEFORE OPENING DATE AND TIME.**

**LATE PROPOSALS:** Proposals received in the County Auditor's office after submission deadline will be considered void and unacceptable. Van Zandt County is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the Auditor's Office shall be the official time of receipt.

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**ALTERING PROPOSALS:** Proposals cannot be altered or amended after submission deadline. Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the Proposal, guaranteeing authenticity.

**WITHDRAWAL OF PROPOSALS:** A Proposal may not be withdrawn or cancelled by the Proposer without the permission of the county for a period of ninety (90) days following the date designated for the receipt of Proposal, and Proposer so agrees upon submission of their Proposal.

**PROPOSALS WILL BE** received and publicly acknowledged at the location, date, and time stated above. Offers, their representatives and interested parties persons may and are encouraged to be present. Proposals shall be received and acknowledged only so as to avoid disclosure of the contents to competing offers and kept secret during the negotiation/evaluation process.

**SALES TAX:** Van Zandt County is by statute exempt from Texas State Sales Tax and Federal Excise Tax; therefore the proposal price shall not include those taxes.

**CONTRACT:** The Proposal, when properly accepted by Van Zandt County, shall constitute a contract equally binding between the successful Proposer and Van Zandt County. It is intended that one contract will be awarded. Proposers may Proposal on any or all contracts by completing Proposal sheet(s) for the items they wish to Proposal. This proposal, submitted documents, and any negotiations, when properly accepted by Van Zandt County, shall constitute a contract equally binding between the successful proposer and Van Zandt County. No different or additional terms will become a part of this contract with the exception of a Change Order.

**DELIVERY:** All delivery and freight charges (FOB Van Zandt County designated location) are to be included in the Proposal price.

**DELIVERY TIME:** Proposals shall show number of days required to place supplies at the County's designated location. Failure to state delivery time may cause Proposal to be rejected. Successful Proposer shall notify the Auditor's Office immediately if delivery schedule cannot be met. If delay is foreseen, successful Proposer shall give written notice to the Auditor's Office. The County has the right to extend delivery time if reason appears valid. Successful Proposal must keep the Auditor's Office advised at all times of the status of the order.

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

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

**EXCEPTIONS/SUBSTITUTIONS:** All Proposals meeting the intent of this request for Proposals will be considered for award. Proposer taking exception to the specification, or offering substitutions, shall state these exceptions by attachment as part of the Proposal. The absence of such a list shall indicate that the Proposer has not taken exceptions and shall hold the Proposer responsible to perform in strict accordance with the specifications of the invitation. County Commissioners' Court reserves the right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the county.

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**DESCRIPTIONS:** Any reference to model and/or make/manufacturer used in Proposal specifications is descriptive, not restrictive. It is used to indicate the type and quality desired. Proposals on items of like quality will be considered.

**ADDENDA:** Any interpretations, corrections or changes to this Request for Proposals and Specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the County Auditor. Addenda will be mailed to all who are known to have received a copy of this Invitation to Proposal. Proposer shall acknowledge receipt of all addenda.

**PROPOSAL MUST COMPLY** with all federal, state, county and local laws concerning these types of service.

**ALL SUPPLIES, DESIGN, STANDARDS AND PRACTICES** must be new and unused, unless otherwise specified, in first-class condition and of current manufacture. Design strength, quality of materials and workmanship must conform to the highest standards of engineering practices and/or professional services.

**MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE PROPOSER:** A prospective Proposer must affirmatively demonstrate Proposer’s responsibility. A prospective Proposer must meet the following requirements:

1. Have adequate financial resources, or the ability to obtain such resources as required;
2. Have ability to comply with the required or proposed delivery schedule;
3. Have a satisfactory record of performance;
4. Have a satisfactory record of integrity and ethics;
5. Be otherwise qualified and eligible to receive an award.

Van Zandt County may request representation and other information sufficient to determine Proposer’s ability to meet these minimum standards listed above.

**PROPOSER SHALL PROVIDE** with this Proposal response, all documentation required by this RFP. Failure to provide this information may result in rejection of Proposal. Each proposal shall be placed in a separate sealed envelope, manually signed in ink by a person having the authority to bind the firm in a contract and marked clearly on the outside. Facsimile transmittals shall not be accepted.

**SUCCESSFUL PROPOSER SHALL** defend, indemnify and save harmless Van Zandt County and all its 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 Proposers award. Successful Proposer shall pay any judgment with cost that may be obtained against Van Zandt County growing out of such injury or damages.

**TERMINATION OF CONTRACT:** This contract shall remain in effect until contract expires, delivery and acceptance of products and/or performance of services ordered completion and acceptance or default or terminated by either party with a thirty (30) days written notice prior to any cancellation. The successful Proposer must state therein the reasons for such cancellation. Van Zandt County reserves the right to award canceled contract to next lowest and best Proposer as it deems to be in the best interest of the county.

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**TERMINATION FOR DEFAULT:** Van Zandt 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. County reserves the right to terminate the contract immediately in the event the successful Proposer fails to: (1) meet delivery or completion schedules, or (2) otherwise perform in accordance with these specifications. Breach of contract or default authorizes the County to award to another Proposer, purchase elsewhere and charge the full increase in cost and handling to the defaulting successful Proposer. The successful proposer must state therein the reasons for such cancellation. Prior written notice must be delivered in person or sent by registered or certified mail, return receipt requested, proper postage paid, and properly addressed to the Van Zandt County Judge, Van Zandt County Courthouse, 121 East Dallas Street, Room 202, Canton, Texas 75103

**PATENTS/COPYRIGHTS:** The successful Proposer agrees to protect Van Zandt County from claims involving infringements of patents and/or copyrights.

**PURCHASE ORDER:** A purchase order(s) is required on all purchases in excess of \$100.00.

**PACKING SLIPS** or other suitable shipping documents shall accompany each special order shipment and shall show: (a) name and address of successful Proposer, (b) name and address of receiving department and/or delivery location, (c) Van Zandt County Purchase Order number, and (d) descriptive information as to the item(s) delivered, including product code, item number, quantity, number of containers, etc.

**OWNERSHIP** All plans, cabling, prints, designs, concepts, etc. shall become the property of Van Zandt County.

**PERFORMANCE OF CONTACT** Van Zandt 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 Van Zandt County in the event of breach or default or resulting contract award.

**CHANGE ORDERS** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by Van Zandt County Auditor.

**INVOICES** shall show all information as stated above shall be issued for each purchase order and shall be mailed directly to the County Treasurer, 121 East Dallas, Room 101, Canton, Texas 75103.

**PAYMENT** will be made upon receipt and acceptance by the county of items ordered and receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S.

**ITEMS** supplied under this contract shall be subject to the county's approval. Items found defective or not meeting specifications shall be picked up and replaced by the successful Proposer at the next service date at no expense to the county. If item is not picked up within one (1) week after notification, the item will become a donation to the county for disposition.

**SAMPLES:** When requested, samples shall be furnished free of expense to Van Zandt County.

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**WARRANTY:** Successful Proposer shall warrant that all items/services shall conform to the Proposal specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

**CONFIDENTIALITY** All information disclosed by Van Zandt County to successful offerer for the purpose of the work to be done or information that comes to the attention of the successful offerer during the course of performing such work is to be kept strictly confidential.

**REMEDIES:** The successful Proposer and Van Zandt County agree that both parties have all rights, duties and remedies available as stated in the Uniform Commercial Code.

**VENUE:** This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Van Zandt County, Texas.

**ASSIGNMENT:** The successful Proposer shall not sell, assign, transfer or convey any contract or contracts resulting from this proposal, in whole or in part, without the written consent of Van Zandt County.

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

**ANY QUESTIONS** concerning this Invitation to Proposal and Specifications should be directed to the County Auditor's Office at 903-567-2171. Email address is [auditor@vanzandtcountry.org](mailto:auditor@vanzandtcountry.org). Mailing address is 121 East Dallas Street, Room 102, Canton, Texas 75103.

## **Events Schedule**

**Due to paper 3/24/2010**

**Run in local paper 3/28/2010 and 4/4/2010**

**Distribution of RFP 3/24/2010**

**Pre-Bid Conference 4/7/2010 at 10:00 AM in County Court Room, 2<sup>nd</sup> Floor,  
Courthouse, 121 East Dallas Street, Canton, Texas 75103**

**Final Written Questions from Vendors Regarding RFP 4/30/2010**

**Answers to Vendor Questions 5/25/2010**

**Proposals Due in Auditor's Office 6/8/2010**

**RFP Opening present to Evaluation Committee 6/8/2010**

**Vendor Interviews/Demo/BFOR 6/9/2010-6/18/2010**

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**Vendor selection and contract negotiations 6/21/2010**

**Notification of Award 7/13/2010**

**(subject to revision – check county’s web site [www.vanzandtcounty.org](http://www.vanzandtcounty.org)  
for updates)**

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**PROPOSER'S AFFIDAVIT**

The undersigned certifies that the Proposer's prices contained in this Proposal have been carefully reviewed and are submitted as correct and final. Proposer further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon which prices are contained in the specifications of the Invitation for Proposal. The period of acceptance of this Proposal will be \_\_\_\_\_ calendar days from the date of the Proposal opening.

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, a Notary Public in and for

The State of \_\_\_\_\_, on this day personally appeared

\_\_\_\_\_, who after being by me  
(Name)

Duly sworn, did depose and say:

"I, \_\_\_\_\_ am a duly authorized  
(Name)

Officer of/agent for \_\_\_\_\_  
(Name of firm)

And have been duly authorized to execute the foregoing on behalf of

The said: \_\_\_\_\_  
(Name of firm)

I hereby certify that the foregoing Proposal has not been prepared in collusion with any other Proposer or other person or persons engaged in the same line of business prior to the official opening of this Proposal. Further, I certify that the Proposer is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Proposal on, or to influence any person or persons to Proposal or not to Proposal thereon."

Name and address of Proposer: \_\_\_\_\_

\_\_\_\_\_ Telephone # \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_  
(Print name)

Signature: \_\_\_\_\_

SUBSCRIBED AND SWORN to before me by the above-named \_\_\_\_\_

\_\_\_\_\_ on this the

\_\_\_\_\_ Day of \_\_\_\_\_, 20 \_\_\_\_\_.

Notary Public in and for the State of \_\_\_\_\_.

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**Van Zandt County  
Proposal Information Sheet  
“Inmate Telephone Services”**

SECTION I  
INFORMATION AND INSTRUCTIONS

INTRODUCTION

Procurement Proposed Timeline

Van Zandt County intends to release the RFP to prospective vendors that are interested in participating in providing inmate phone system at Van Zandt County Justice Center. The county anticipates a timeline for the award will be something like that set forth below, but reserves the right to modify the schedule as the county deems appropriate.

- Release of RFP
- Pre-proposal conference
- Deadline of Submission of Written Questions
- Answers to Written Questions Posted(final)
- Due Date of Vendor Proposal
- Vendor Interviews/Demonstrations/Best and Final Offer Requests
- Vendor Selection and Initiate Contract Negotiations
- Award by Commissioners’ Court

Van Zandt County reserves the right to modify and post revision to the schedule as necessary. Any revision to the schedule will be announced to all prospective vendors on the county’s website [www.vanzandtcountry.org](http://www.vanzandtcountry.org). It is the responsibility of the vendors to stay abreast of any schedule posting.

Background and Scope:

Securus is currently providing inmate non-coin telephone service to the County Justice Center. County operates a jail with an average daily population for 2009 was 162 Inmates and full capacity is 192. Securus Technologies is currently providing 56 telephones and 1 mobile phone. The County reserves the right to add or delete telephones required as it deems to be in the best interest of the county.

General Description Of Required Equipment Or Services:

Inmate Telephone Control System  
Inmate Telephones

General Description Of Contract:

This is to be an automated system with a contract whereby the Vendor provides all equipment and services without any cost to County and pays County an agreed upon commission percentage of gross revenue generated from inmate telephone calls.

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With the exception of any wiring or cabling installed by the Vendor within walls, floors, or ceilings of facility structures, all equipment and software provided by the Vendor shall remain the property and responsibility of the Vendor.

County will demonstrate reasonable care but will not be liable in the event of loss, destruction, or theft of contractor owned equipment, software, or technical literature to be delivered or to be used in the installation of deliverables. The Vendor is required to retain total liability for the system. At no time will County be responsible or accept liability for any Vendor owned items.

Contract term:

The term of the contract is to be five (5) years from date of award. Due to the Constitutional debt limitation for Counties, any Agreement which extends beyond the current fiscal year is executed subject to future appropriations to fund its provision.

Termination:

The obligation to provide further service under the terms of the resulting agreement may be terminated by the County upon ninety (30) days written notice in the event of material breach by the successful Vendor to perform in accordance with the terms hereof, or any contract resulting from this RFP. In the event that Van Zandt County chooses to discontinue this contract either by termination or not extending the contract the vendor warrants that it will remove all its equipment from the Van Zandt County jail facility without charge. Service and equipment will not be removed until another Vendor has been acquired. The removal of equipment and disconnecting of service process will occur during the implementation of the new system with minimal interruption of service to this facility. Incumbent vendor shall cooperate with the new vendor during the implementation of the new system.

Prime Contractor Responsibility:

The selected Vendor will be required to assume prime contractor responsibility for the contract and will be the sole point of contact with regard to the system, installation, maintenance and training. The selected vendor will be required to assume responsibility for all services obtained under contracts resulting from this RFP.

The vendor shall give to the County immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the vendor which may result in litigation related in any way to the contract.

Codes, Permits, Licenses:

Vendor must comply with any mandatory licensing requirement. Vendor must state that, if selected, vendor will furnish and install all equipment, cable, miscellaneous hardware and materials in compliance with all applicable codes, whether local, state or federal, and that all permits or licenses required for installation will be obtained without cost to County.

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This RFP does not commit County to award a contract, to pay costs incurred in the preparation of a proposal in response to this request, or to procure or contract for services or supplies.

The County reserves the right to reject any and all proposals, to waive formalities, informalities, or irregularities contained in a said proposal and to award a contract for items herein if it is deemed to be in the best interest of County to do so. Additionally, we reserve the right to negotiate optional items and/or services with the successful firm.

Vendors are invited to submit proposals for an Inmate Telephone. Minimum specifications and requirements are listed in sections 2, 3, and 4 of this Request for Proposal (RFP). Offers by vendors shall be firm for a minimum of one hundred-twenty (120) days following the proposal opening.

#### Definition of Terms

The County has made every effort to use industry-accepted terminology in this RFP and it will attempt to further clarify any point or item in question.

The word County shall mean Van Zandt County, Texas.

The words "proposer", "vendor", and "contractor" are used synonymously in this document.

The word "system", unless otherwise qualified, means the proposed inmate telephone system.

#### Proposal Submission

Any statement in this document that contains the word "must" "shall" or "will" means that compliance with the intent of the statement is mandatory and failure by the vendor to satisfy that intent may cause the proposal to be rejected.

For a proposal to be considered, an official authorized to bind the vendor to a resultant contract must have signed the original proposal that is submitted.

All official documents and correspondence shall be included as part of the resultant contract.

#### Vendor Profile

The vendor's proposal document must include a brief history of the vendor's company. This section may include an executive summary of the project that helps clarify the vendor's qualifications to provide the required equipment and/or services. Only vendors with proven experience in this field will be considered. Prospective vendors should possess knowledge and experience in inmate phone systems and the ability to provide technical service and maintenance.

#### References

Vendor must submit with the proposal at least three (3) reference accounts (including persons to contact and telephone numbers) located in the United States. Reference accounts must have a system of the same or similar configuration as

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proposed under this RFP. Other governmental units, especially Texas Counties, are preferred.

#### Proposal Format

This RFP should be incorporated within the proposal response document. Any addenda issued by County to this RFP should be included as an attachment or exhibit labeled RFP Addenda. The RFP response portion of the proposal shall include paragraph number and RFP specification, followed by the vendor's response.

Items not requiring a technically unique and specific vendor response, such as these instructions for proposal submission, general information provided by County, lists of insurance requirements, or standard terms and conditions may be responded to by simple acknowledgement or concurrence beneath the given topic.

In RFP sections devoted to Technical Specifications, Maintenance and Support Requirements, Installation, and Rates and Commission, vendor shall respond to each numbered paragraph. Vendor shall provide all information as required.

No response to an RFP item shall imply acknowledgement and compliance. Exceptions or non-compliance to any mandatory RFP item must be clearly indicated in the vendor's response to that item.

#### Proposal Evaluation

The County will evaluate all proposals to insure all requirements are met. The Evaluation Committee designated by Van Zandt Commissioners' Court will assign technical points as defined in the evaluation criteria. Each proposal received by Van Zandt County will be evaluated by the individuals designated by Van Zandt County Commissioners' Court as the evaluation committee. Evaluation and selection will be based upon the best judgement of Van Zandt Commissioners' Court and its designees after a thorough review of all relevant information. All proposals that have been submitted shall be made available and open for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the proposals and identified as such.

Specific criteria developed by Van Zandt County will be used to weight each proposal and the Respondent achieving the highest score will be awarded the contract. Note that final selection will not be primarily on highest commissions but on overall ability of the Respondent to deliver the services prescribed in this RFP in addition to the revenues proposed.

In the event it is deemed necessary to have the vendor further explain or demonstrate the functions of the proposed system, the vendor shall make oral and/or written presentations and/or demonstrations to comply with the requirement. County's evaluation committee will provide all instructions and clarification for processing the system demonstration at the designated site. All expenses associated with any demonstration will be borne by the vendor, except travel, meals, and lodging for County personnel should County personnel choose to travel to the Vendor's location. The evaluation process will consist of 3 phrases:

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- Administrative Compliance
- Detailed Evaluation; and
- Discussion, Negotiation and Best and Final Offers (if appropriate, at the option of Van Zandt County).

### **Administrative Compliance**

All proposals will be opened in a manner that does not disclose the details of the proposals to competing vendors. All proposals must meet certain mandatory administrative proposal submission requirements in order to proceed into the detailed evaluation phase. All proposals will be reviewed for compliance with these requirements and accepted into the next phase or rejected and considered no further. Mandatory requirements are listed below:

- The Proposal must be received by the specified due date and time. Failure to meet date and time requirements will result in rejection.
- The Respondent must provide one signed original, 1 written copy and 6 additional electronic copies of the proposal on CD in PDF or Word (Microsoft) Format.
- All copies of the proposal must be in three ring binders.
- The Proposal must be submitted in conformance with the mandatory proposal format as outline at beginning of RFP.

### **Detailed Evaluation**

Those proposals that are in administrative compliance will be evaluated for responsiveness to Van Zandt County's needs. Van Zandt County intends to award the contract to the vendor whose proposal best meets the valuation criteria listed in this PFP and reflects the best value to Van Zandt County.

All proposals will be evaluated and assigned a score against the evaluation criteria. As stated above, those Respondents that, based on the evaluations, are reasonably susceptible of being awarded the contract may be asked to engage in further discussions or to provide an oral and/or visual presentation.

If selected, a presentation will be scheduled and attending vendors will be advised of the amount of time that will be allowed for presentations and discussion. All proposed key personnel will be expected to attend and participate in the presentation. Van Zandt County will provide an agenda and demonstration scripts, if applicable, prior the each Respondent's presentation.

After all Respondents presentations and discussions have been completed, proposals will be scored again. For this scoring, Van Zandt County will consider all information contained in the proposal, obtained from references, site visits, oral presentations, and any other information obtained through this procurement process.

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**Best and Final/Contract Negotiation**

Based on the total final score of the Proposals, Proposers determined to be in the competitive range may be invited to prepare a Best and Final Offer for consideration by the Evaluation Committee. Van Zandt County may issue a written request for a best and final offer (BAFO) to one or more Respondents. The request will include a specified date and time for receipt of BAFO(s). The County reserves the right at its sole discretion to determine if pursuing BAFO(s) is in the best interest of the County. The County is under no obligation to pursue BAFO(s).

Following the evaluation of BAFOs and additional contract negotiations, Van Zandt County will select the Respondent whose BAFO Van Zandt County has determined provides the best value. Respondents are cautioned to propose their best possible offers at the outset of the process as there is no guarantee that best and final offers will be requested. Van Zandt County reserves the right to ask Respondent to elaborate or clarify specific aspects of their offers. Clarification may take the form of written responses to questions or meetings to discuss the RFP and/or the Respondent’s response. In the event, the County elects not to pursue BAFO(s); contract negotiation will be conducted based on the final rankings previously described.

The evaluation committee along with and/or under the direction of Van Zandt County Commissioners’ court may conduct contract negotiations with representatives from the proposers. The county reserves the right at its sole discretion to determine if pursuing contract negotiations is in the best interest of the county. The county is under no obligation to pursue contract negotiations.

**Evaluation Criteria**

Vendor Support and Maintenance: Availability and quality of on-going support and maintenance procedures and personnel. Response procedures for emergency and disaster situations. Manufacturer’s support role. User training. Detailed installation and support plans.	25 Points
Technical and Operational Considerations Current technology. State-of-the-art system. System administrative and investigative features. Data security and report capabilities.	25 Points
Vendor History and Experience	25 Points
Attractive Call Rate Plan and Commission Percentage including bonus and incentive package, if any offered.	25 Points

The following criteria from table above will be used to evaluate each vendor proposal:

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- Vendor Support and Maintenance
- Technical and Operations Considerations
- Vendor History and Experience
- Attractive Call Rate Plan and Commission Package

### **Vendor Support and Maintenance**

A maximum score of 25 points will be provided for these evaluation criteria. The quality of the staff providing services on behalf of the respondent in the project will be noted by Van Zandt County or committee; specifically the professional and educational background information provided in the proposal for all staff and subcontracts assigned by the Respondent on the Van Zandt County Inmate phone system proposed. The number of staff members relative to the number of contractors assigned by the Respondent on the inmate phone system proposal will be evaluated as well.

### **Technical and Operations Considerations**

A maximum score of 25 points will be provided for these evaluation criteria. The Respondent should clearly understand the scope and requirements specified in Van Zandt County Inmate phone system. The proposal should be clear enough for non-technical Commissioners and Committee members to understand the terminology, cost of calls and revenue expected for Van Zandt County in the proposal.

### **Vendor History and Experience**

A maximum score of 25 points will be provided for these evaluation criteria. The Respondent's organization structure, financial stability and length of time in business as stated in the proposal will be weighted in the selection process. The Respondent's ability to provide examples of similar projects in scope and complexity will be evaluated by Van Zandt County and/or committee as well as additional experience with County, State or Federal Government Entities.

### **Attractive Call Rate Plan and Commission Package**

A maximum score of 25 points will be provided for these evaluation criteria. The overall commission package including, if any, signup bonuses will be considered by Van Zandt County and/or committee. In addition, consideration will be given to "Alternative Proposals" or this RFP providing means of auditing revenue and commissions. Call rate plan including but not limited to considering the call cost for inmates and their families, attorneys, friends, etc.

### **Rejection of Proposals**

Proposals that are incomplete or are unclear as to compliance may be rejected. In addition, Van Zandt County reserves the right to accept or reject in whole or in part any proposals submitted, and to waive minor technicalities when in the best interest

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of Van Zandt County. Proposals may be disqualified for reasons including, but not limited to, the following:

- References, Van Zandt County, Van Zandt Commissioners' Court members, committee members or other counties report unsatisfactory experience with the Respondent or subcontractor(s);
- Collusion among Respondents;
- Failure to comply with, or inclusion of terms and conditions in conflict with, the terms of the RFP or purchasing rules and procedures or the laws and statutes applicable to Van Zandt County; or
- Failure to meet minimum response requirements established in the RFP;

### **Open Records Disclosure Statement**

"The Texas Public Information Act gives the public the right to request access to government information, subject to certain narrow exceptions Van Zandt County is an entity subject to this Act. Therefore, please be advised that your company's declaration that certain information submitted in response to an RFP is "confidential" will not be treated as such if the County receives a request for a copy of the RFP. The County will of course make every effort to inform your company of such a request and to provide you with an opportunity to object to the release of any proprietary information, but Van Zandt County cannot and will not make an agreement to withhold information from the public contrary to the County's responsibilities under the Act." Additionally, to the extent your response is incorporated into the contract, that contract will become an official record available for public inspection. Proposals shall be opened so as to avoid disclosure of contents to competing offerors and kept secret during the process of negotiation. All proposals that have been submitted shall be open for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the proposals and identified as such. Due care and diligence has been used in preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein shall rest solely with the proposer. Van Zandt County and its representatives will not be responsible for any errors or omissions in these specifications, nor for the failure on the part of the proposer to determine the full extent of the exposures.

The Proposer must demonstrate to the sole satisfaction of the County that the Vendor can successfully deliver services of the type and scope set forth in this RFP. The Proposer must provide a resume for each proposed Project Team member that clearly demonstrates technical and subject matter expertise required by this RFP.

### **Written Questions and Answers**

Questions specific to the RFP may be submitted by email to John Shinn, Van Zandt County Auditor. No phone calls or personal visits shall be accepted regarding this RFP to any member of Van Zandt Commissioners' Court of the committee members.

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All vendors not in compliance with this requirement may be disqualified by the County. All questions should be submitted to:

John Shinn, Van Zandt County Auditor, Van Zandt County at email:  
johnshinn@vanzandtcounty.org

**SECTION II  
TECHNICAL SPECIFICATONS**

Scope of Work

The purpose of this procurement is to make available to the designated inmate population access to telephones during certain hours of the day. Inmate access to telephones is to be supervised and monitored by County staff. The system furnished shall be of advanced technology with state-of-the-art equipment provided.

Facility and Telephones

The number of telephones initially required is 56 but may need to be adjusted during the course of the contract. Vendor must agree to adjust the number of inmate telephones or to relocate existing telephones as needed at no cost to County.

The Van Zandt County Justice Center is located at 1220 W. Dallas Street, Canton, Texas 75103.

Additional Equipment REQUIREMENTS is 1 mobile unit (cart).

Telephone Service Required

The system must be capable of providing local, inter-LATA, intra-LATA, and long distance telephone service to inmates.

Telephone Hardware

Suitable for Inmate Environment: The contractor is to provide telephones that are suitable for an inmate environment, meaning that telephones are equipped with durable housings and reinforced cords. Each telephone is to be a non-coin, "dumb" type unit that is tamper-resistant. Equipment must not contain any external removable parts.

Volume Control

All inmate telephones will have adjustable volume control and a confidenser function built into the handset to minimize side tones.

TDD/TTY Compatible

Inmate telephones must be compatible with the use of TDD/TTY units that may be required for hearing impaired inmates.

Minimum Technical Requirements

The following items outline the minimum specifications required. Vendors are required to respond to each item, fully detailing and explaining how the system proposed will accomplish each specification.

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#### Automated Direct Call Processing

Only automated call processing of collect and pre-paid intra-LATA, inter-LATA, interstate, and long distance calls will be allowed. The system shall require a positive acceptance by the called party. Only after positive acceptance will the inmate and the called party be allowed to talk. The system shall create and save a call detail record of all call attempts, whether accepted or rejected and the fate of the call shall be noted in the record.

#### Pre-Pay Calling Service

In addition to traditional collect call service, County requires that the vendor provide for pre-pay calling options. The pre-pay calling option must allow friends and family members (Users) the ability to establish an account directly with the Vendor.

The Vendor should describe their proposed Pre-Pay Calling Option to include at a minimum their proposed approach to the following:

Customer Service

Payment/Account Replenishment Options and Methods

Billing Options and Methods

Balance Notification

Supported Call Types le... Local, IntraLata, etc.

Reporting

#### Inmate Personal Identification Number (PIN)

The inmate telephone system must have an integrated PIN assignment and management function that allows any or all inmate callers to be identified. The system must be capable of requiring the entry of a valid PIN at selected or all inmate telephones for the successful completion of calls. The proposed system must have the capability to record and save the inmate's name during the inmate's first call attempt, to be automatically retrieved by the system for subsequent calls.

#### Telephone Numbers Per PIN

The system shall have the ability to assign a limited number of allowable telephone numbers per PIN. The system should have the ability to record in a self-learning mode, phone numbers to be added to the inmate's PIN.

#### Call Processing/Blocking System

The call processing/blocking system controller shall be external from the phone. The controller shall be located in a central location provided by County to allow inmates to move to another facility without having to re-enter information.

#### Uninterruptible Power Source

An uninterruptible filtered power source must be provided for any hardware maintained at each of the facilities. In the event of a commercial power failure, the uninterruptible power source will provide a minimum backup power of at least fifteen (15) minutes to the system.

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#### System Failure Telephone Disconnection

If the system fails, all inmate phones must be automatically disconnected.

#### User-Friendly Voice Prompts

The system shall provide an automated operator with user-friendly voice prompts that give information and instructions to both the inmate and the called party. The automated voices prompts must be capable of facilitating an inmate's call from off the hook to hang up. Explain the types of prompts available through the automated operator system.

#### English and Spanish System Capability

The system must be capable of responding to English and Spanish speaking inmates. There shall be dialing instructions provided in English and Spanish on each inmate phone set. System prompts, warnings and messages must be available in English and Spanish. The vendor must describe how this will be accomplished with the proposed phone sets. If needed, additional languages must be available at no cost to County.

#### Remote Diagnostics, Programming, Polling and System Alarm Reporting

The system shall support remote diagnostics, programming, polling, and system alarm reporting, with the ability of notification to County of any alarm reporting issues.

#### Programmable Conversation Length

The system shall support a programmable maximum allowed call time length (example: 20 min.) with time remaining warning message heard by both parties prior to call termination. The maximum allowed call length shall be programmable by inmate, phone, phone number dialed, housing unit, facility, and/or State Inmate Telephone System as a whole. The proposed Inmate Telephone System must also have the ability to support different maximum allowable call lengths for inmate calls, including calls made with the assistance of a TTY/TDD device.

#### Programmable Inmate Access

The system shall support a programmable inmate access based on time, date, or day of week. This access shall be programmable by inmate, phone, destination phone number, housing unit, facility, and by the system as a whole. Additional holiday settings shall be available to allow alternate scheduling of phone usage for specific holidays.

#### Programmable On/Off Service

The system shall support a daily programmable on/off service by individual phone, a group of phones, or by destination number and shall have the ability to shut down all or some of the phones from the system workstation.

#### Manual On/Off Switch

A manual on/off switch for each phone shall be located in a secured office or area specified by County.

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#### On-Site PC Administration Workstation

The system shall include at each facility at least one (1) on-site personal computer workstation that provides: an access program to the system's centralized controls and databases, speakers for real time monitoring and replay of recorded conversations, a CDRW drive for transfer of call data and call recordings to CDs, and a compatible laser printer for call data reporting.

The on-site administration PC must exist only as a porthole to the centralized control system, meaning that underlying system functionality and inmate telephone service must operate completely independent of any administration terminal. Should an on-site computer "crash" or otherwise become disabled the central system must continue to function normally, maintaining full control of inmate telephones according to preprogrammed settings. Additionally, and system controls and call data shall remain accessible from authorized remote computers until the on-site workstation computer is repaired or replaced.

#### On-Site PC Administration Software

System software must be security-level based and password protected. A system user who is properly authorized to perform different administrative tasks must be able to do so with a single log-in to the system. Describe the proposed system's password security system.

The user interface software must provide county staff with the ability to control, monitor, and report inmate telephone usage. Describe common administrative tasks performed at the system workstation.

#### Call Detail Records

The inmate telephone system must generate a detailed call record for every inmate call attempt. All call detail records must be collected and stored in real-time at a central, secure location with redundancy.

All call detail records shall be stored on-line, available at the system workstation, for the entire duration of the contract.

#### Call Detail Reports

Call Detail Reports should be available to County on a real time basis via the on-site PC workstation. The system must be capable of allowing the user to specify limiting parameters for call searches, such as a search for all calls during a specified time period, calls placed by a specific inmate, calls to a specific destination number, etc.

- Each Call Detail Report must provide at a minimum for each record returned the station, destination, facility name, PIN, date, time, length, cost, acceptance or rejection code, and reason for incomplete calls.

### **Confidential-Proprietary Information**

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- Each Call Detail Report must provide the option to sort in ascending or descending order by the station, destination, facility name, PIN, date, time, length, cost, acceptance or rejection code, and reason for incomplete calls.
- Each Call Detail Report must provide a summary of the total revenue and total minutes for all calls in the report.
- Within the Call Detail Report, the PIN number must provide the inmates name if listed in the PIN database.
- Within the Call Detail Report, the PIN number must provide a direct link to edit PIN settings for a specific inmate without leaving the current Reporting screen.
- Within the Call Detail Report, attempted three-way calls must be flagged for visual identification.

### Other Administrative and Investigative Report

In addition to call detail Report, the inmate telephone system must provide a variety of other administrative and investigative Reports at the PC workstation. When appropriate, the user must be able to limit the search to call records that meet specified criteria. Describe the Report capabilities of the proposed system and discuss the system's ability to provide the special types of Reports listed below.

For specified time periods, the desired Reports should include, but not be limited to:

- Call frequency Reports by origination number, destination number, PIN, and trunk line ID.
- Report of all numbers called by more than one inmate.
- PIN Report showing when and by whom the accounts were created and/or modified.
- Hot PIN Report that identifies PINs of special interest and their assigned Alert Groups.
- Hot number Report that shows all calls/attempts to numbers of special interest.
- Call recording playback history Report (showing when and who listened to the recording).
- Call download history Report (show when and who downloaded records to CD).
- Debit account reconciliation Report (if applicable).
- Inmate transfer Report (if multiple facilities within County's network)
- System activity and user log-in Report.

### Call Security and Call Blocking

The system shall provide complete call security and call blocking at the unit location. It shall also have a programmable reestablishment mode for restrictions place on the inmate's use of the phone system. All call security and blocking settings must take place in real-time with no delay in system changes.

### Restricted Incoming Calls

The system shall restrict incoming calls, allowing for outgoing calls only.

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#### Call Restriction Capabilities

The system shall have the capability to restrict area code, exchange, single number or range of numbers.

#### Disallowance of 800/900/Information/Operator Calls

The system shall disallow 800/900/information/operator call options. Prefixes such as 900, 950, 800, 888, 700, 976, 411, and 911 shall be automatically blocked. Calls to the operator through 0, 00, 10xxx, 950xxx, etc. shall be disallowed. The one exception shall be international calls requiring operator assistance.

#### Name Recording Capability

The proposed Inmate Telephone System must have the capability to record the inmate's name either at the time they place their first (1st) call attempt or by the vendor's provided administrative personnel. The inmate's recorded name must be stored by the Inmate Telephone System and utilized on all future call attempts in the announcement to the called party. The system must allow for the maintenance of such recorded names.

#### Disallowance of Chain Dialing and Secondary Dial Tones

The system shall disallow chain dialing and secondary dial tones. The inmate must hang up before dialing a new number.

#### 100% Call Recording Feature

The system shall have 100% digital call recording as a feature; however, calls to attorneys will not be recorded. This feature will allow real time recording of individual calls, storage of each recording for a minimum of one (1) year, and shall have the ability to off-load a specific call to a recording medium that retains a chain of evidence admissible in a court of law. The recording feature must be able to be deactivated on a per number dialed and/or per PIN basis. The system must allow for the ability to mark individual recorded calls to prevent the deletion when the normal storage period is expired. Such protected calls shall be maintained until such protection is removed.

#### TDD/TTY Services

The system must be capable of providing telephone service, as well as call restrictions, for hearing impaired inmates using a TDD/TTY device. The system must provide functionality that allows facility personnel to monitor and record-for-replay calls transmitted through a TDD/TTY device. Explain how the proposed system meets these requirements.

#### Attorney Numbers

Approved legal/attorney numbers, under no circumstances, will be recorded or monitored. Describe in detail how the system will handle pre-approved attorney numbers. Individual attorney numbers must be configurable for predefined call durations as necessary.

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### Free Calls

The System shall allow inmates to place free calls to numbers specified by County. These free calls shall apply to local numbers only.

### Warning Statement

The system must provide a "warning statement" in both English and Spanish on each phone set that states "This call is subject to monitoring and/or recording". This statement must also be given as a message on the initiation of the phone call for both parties information. Such message and capability must be disabled on calls between inmates and their attorneys of record.

### Capability to Interject Messages

If deemed necessary by County, the system shall have the capability to interject messages into an inmate's call at random intervals that remind the called party that the call is from an inmate at the correctional facility.

### Administrative Functions Password Protection

It is required that access to administrative functions and data be password protected within the system. Each proposal must detail the level of password protection that is provided with each proposed system.

### Three-Way Calling Detection

The system must be able to detect and prevent three-way calling. Such detection of each three-way call attempt shall have the ability to mark (or flag) in the call detail record such call attempt as a fraudulent call attempt. The system will first mark the call and then the call shall have the capability of being automatically disconnected after a pre-recorded message is played to all parties. The system shall monitor each line for events that appear to be a three-way call attempt from the called party. The system shall allow for the automatic disconnection or allow the call to continue after playing a recorded message for investigative purposes.

### Audit Log Reporting

The system must have the ability to Report all user activity into the system. Such Report shall list the user logged into the system at the time, the date, and activity.

### Centralized Processing and Data Storage

The system must provide secure, centralized storage of both call records and recordings. Records and recordings are to be stored in a RAID (Redundant Array of Independent Devices) environment to provide maximum protection of each call recording.

Each facility must have independent control of the inmate telephones at that facility and have on-site access to the facility's call records and recordings through a workstation computer. The system at each facility must be tied together in a secure Wide Area Network (WAN) that allows properly authorized staff at one location to carry out investigations by accessing call records or recordings from any or all sites. Reporting capabilities must allow for the Reporting of a single location or all locations within the network.

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#### Inmate Crime Tip Line

The system must provide a no-charge, speed-dial number that connects to a recorded message system that can be used by inmates to anonymously Report criminal activity within the facility or to provide information related to criminal investigations.

#### Playback of Recorded Calls

Playback of recorded calls shall not require a manual media change. County desires that inmate call recordings be maintained on-line for a minimum of 365 days (one year) and readily available for identification, selection and playback. The search of any call attempt and the ability to playback recorded calls shall be performed on either the PCI Workstation, or may be accomplished by searching and retrieving recorded calls from other facilities covered under the scope of this RFP. Explain in your proposal in detail how the system will accomplish such features.

#### Simultaneous Call Retrieval for Investigations

Multiple operators can retrieve calls simultaneously for investigations without having to change or exchange recording media.

The system shall provide for an unlimited number of operators to search and download recorded calls across the WAN for all facilities without the degradation of any and all facilities within the provided WAN.

#### Inmate Management System Interfaces

Describe the vendor's capability to provide software interfaces to other facility programs that would, for example, allow inmate PINs to be automatically transferred into the phone system's database from the facility's jail management system, or would allow monies in an inmate's commissary account to be used for pre-paid inmate calls. Describe how such interfaces would work.

## **SECTION III MAINTENANCE AND SUPPORT**

#### Support and Service Capability

Each contractor will maintain sole and absolute responsibility for maintenance and service of the proposed system at no cost to County.

#### Help Desk

Contractor shall provide facility staff a toll-free Help Desk number that can be reached 24 hours a day, 365 days a year to Report system has problems. The Help Desk should be contractor-run and staffed. Vendors are required to detail in their proposal the location and staffing of the help desk.

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#### Ticket Escalation

Contractor must have and include in the proposal a well defined escalation procedure for dealing with issues that are not resolved within the agreed upon time frame. Upon contract award, the vendor is to provide County with specific names, titles, and personal-contact information for the individuals involved in ticket escalation.

#### Called Party Customer Support

Contractor shall provide a contractor-run and staffed billing customer support help desk for called parties. Vendors are required to detail in their proposal the location, staffing, and availability of the help desk; as well as the services provided to the called party by this support group.

#### Training

At no additional cost to County, hands-on training is to be provided on-site for all personnel using the telephone system. At no charge, the contractor must provide, upon, completion of training, one (1) set of appropriate documentation per installed facility. Describe, in the proposal, the training program, including description of course and any applicable documents or training aids.

#### Service and Support Policies

Vendor shall explain in detail the maintenance service and support provided for the inmate telephone system, including the company's policy for updating the user interface software as new versions are released.

## SECTION IV INSTALLATION

#### Installation Expense

Installation of the system shall be at the awarded contractor's expense as will removal of same upon cancellation or completion of the contract. The contractor shall provide local service maintenance and replace phones as required. The contractor shall be totally responsible for all equipment and service.

#### Risk of Loss

The risk of loss and/or damage of vendor's equipment will be fully assumed by the vendor during shipment, unloading and installation.

#### Delivery and Unloading

The vendor must provide transportation to and unloading at County's designated location. County will not be liable for any charges for drayage, packing, cartage, boxing, insurance, crating or storage in addition to the price proposed by the vendor. All packing crates, boxes, paper, packing materials, and all other such extraneous material shall be removed from the premises by the vendor at his/her expense after installation.

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System Acceptance

System acceptance shall be determined by a consecutive thirty (30) day period during which the system must function "error free". The vendor must work with County to determine the actual definition of "error free" operation.

Installation Plan

Vendors must submit with proposal an installation plan that indicates the time and activities required for installation, utility coordination, training, cut-over and testing. The system must be installed in a manner and under a time-frame designed to minimize disruption of the normal functioning of County and its security concerns. Any delay in contractor's implementation schedule that is caused by County personnel will increase the contractor's time allowed to cut-over by the length of such delay.

**SECTION V  
BILLING, RATES, AND COMMISSION**

BILLING

Responsibility for Billing and Collections

The contractor shall be the responsible for billing and collections. Describe the vendor's billing and collection processes.

Responsibility for Fraudulent and Uncollectible Calls

The contractor shall be responsible for any financial losses due to fraudulent billing and/or uncollectible calls. The vendor must agree that any losses due to fraudulent calls or uncollectible telephone bills will not be subtracted from the gross revenue from inmate calls prior to the calculation of County's commission.

Responsibility for Monthly Line Fees

The contractor shall assume the responsibility for all monthly line fees associated with the inmate phone system.

Call Rates

Vendor shall define below the proposed calling rates for local, intraLATA, interLATA, and interstate calls.

Additional Charges and Fees

Vendor must describe any other fees or surcharges that will be included in the cost of a call or, if applicable, any other fees charged to the called party aside from normal taxes, including any potential additional fees or charges to called parties for optional features that the facility might choose from the vendor.

Commission

Vendor shall pay County a percentage of the revenue generated by inmate calls of all types, whether collect or prepaid. The agreed upon commission rate shall remain fixed during the contract term, unless County and the vendor mutually agree to modify the commission rate at any time during the contract term.

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County’s commission shall be paid monthly. The vendor shall provide with each commission payment, revenue detail Reports that clearly show total revenue from each inmate telephone, broken down by call type, as well as total revenue for all calls during the billing period. Call revenues must be verifiable at the on-site system workstation from original call detail Reports.

The commission paid to County shall be based on the agreed upon percentage of all revenue generated by all completed calls through the system during the billing cycle, without deductions for fraudulent or uncollectible bills.

Vendor shall define below the proposed commission percentage.

**COST SUBMITTALS/RATES** The proposal should contain the commission percentage on gross revenue Van Zandt County will receive based on gross revenue to be defined as revenue on all local and long distance calls originating from inmate non-coin phones including calls for which payment cannot be collected from customers, or collected by a third party for the contractor. Payments will be paid on a monthly basis 15 days after the end of the month in which calls were incurred.

**COMMISSION PAYMENTS** Commission payments may be made electronic to Van Zandt County bank or shall be mailed directly to:

Van Zandt County Treasurer, 121 East Dallas Street, Room 101, Canton, Texas 75103

**SECTION VI**

**INSURANCE, REFERENCES, PROPOSAL WORKSHEET, NON-COLLUSION AFFIDAVIT, WORKERS’ COMPENSATION AFFIDAVIT**

**INSURANCE**

**INSURANCE** Before commencing work, the successful offerer shall be required, at his own expense, to furnish the Van Zandt County Auditor with in ten (10) days of notification of the award with evidence showing the following insurance coverage to be in force throughout the term of the contract:

- A. Worker’s compensation in accordance with State Territorial Worker’s Compensation Laws; and Employer’s Liability Insurance.
- B. Public Liability and property damage insurance coverage including, but not limited to, the liability assumed in the indemnification provisions (as specified in this RFP) fully insuring contractor’s and/or subcontractor’s liability for injury to, or death of, county employees and third parties, extended to include personal injury liability coverage, and for damage to property of third parties, with a minimum combined coverage for each occurrence of \$500,000.00

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- C. Comprehensive automobile and truck liability insurance to include coverage of owned, hired, and non-owned vehicles with minimum limits of \$300,000.00 each occurrence for bodily injury and \$200,000.00 each occurrence for property damage. Such insurance is to include coverage for loading and unloading hazards.

Each insurance policy to be furnished by successful offerer shall include, by endorsement to the policy, a statement that a notice shall be given to Van Zandt County by certified mail thirty (30) days prior to cancellation or upon any material change in coverage.

**VENDOR REFERENCES**

Please list three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this proposal. **THIS FORM MUST BE RETURNED WITH YOUR PROPOSAL.**

**REFERENCE ONE**

Government/Company Name : \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Contact Person and Title: \_\_\_\_\_  
 Phone: \_\_\_\_\_ FAX: \_\_\_\_\_  
 Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

**REFERENCE TWO**

Government/Company Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Contact Person and Title: \_\_\_\_\_  
 Phone: \_\_\_\_\_ FAX: \_\_\_\_\_  
 Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

**REFERENCE THREE**

Government/Company Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Contact Person and Title: \_\_\_\_\_  
 Phone: \_\_\_\_\_ FAX: \_\_\_\_\_  
 Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

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**PROPOSAL WORKSHEET**

In accordance with the terms and conditions of this request for proposals and with full knowledge of the terms and conditions, we agree to furnish and deliver the proposed equipment and services for the prices indicated below:

Vendors may use vendor's standard proposal response format to explain procedures and to respond to Van Zandt County's questions contained within this proposal. However, vendors MUST include this page in the proposal response.

PRICE / COST Coin-less Inmate Telephone System (Based on Inmate Population of \_\_\_\_\_)  
Commission Percentage (based upon gross revenue)

Call Type	Sur-Charge	1st Min. Rate	Add'l Min. Rate	% of Gross
Revenue Offered				
Local calls	\$ _____	_____	_____	_____
IntraLATA	\$ _____	_____	_____	_____
InterLATA	\$ _____	_____	_____	_____
Interstate	\$ _____	_____	_____	_____

ALL VENDORS MUST INCLUDE A DETAILED SCHEDULE OF ALL RATES, SERVICE CHARGES, FEES, SURCHARGES, ETC. WHICH WILL APPLY TO THIS CONTRACT. THIS SCHEDULE MUST INCLUDE ALL CHARGES, WHICH, WILL BE BILLED TO THE PARTY ACCEPTING THE CHARGES.

NOTE: This proposal worksheet must be completed and returned in the Vendor's proposal documents.

The undersigned affirms that they are duly authorized to execute this proposal, that this proposal has not been communicated to any other vendor prior to the official opening of this proposal.

Name and Address of Vendor  
be disqualified  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

All unsigned proposals will  
Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone No: \_\_\_\_\_

**Confidential-Proprietary Information**

The information contained herein is for use only by authorized employees of the parties hereto and is not for general distribution within and outside their respective companies.

**WORKERS' COMPENSATION  
AFFIDAVIT**

**STATE OF TEXAS**

**§**

**COUNTY OF VAN ZANDT**

**§**

**BEFORE ME**, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument and, being by me first duly sworn, upon oath declared that the statements and capacity acted in are true and correct.

I, \_\_\_\_\_ am a duly authorized officer of \_\_\_\_\_, and hereby certify that all "persons providing 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 commissioners' Division of Self-Insurance Regulation. Providing false or misleading information may subject the company to administrative penalties, criminal penalties, civil penalties or other civil actions.

I furthermore certify that the company will provide, to Van Zandt County, certificates of coverage showing statutory workers' compensation insurance coverage for all "persons providing services on the project", including all entities.

I hereby acknowledge that "persons providing services on the project" includes all persons or entities performing all or part of the services the company has undertaken to perform on the project, regardless of whether that person contracted directly with the company and regardless of whether that person has employees. This includes, without limitation, independent companies, contractors, subcontractors, leasing companies, motor carriers, owner-operators, and employees of any such entity that 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 the project. "Services" do not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

I furthermore acknowledge that failure to comply with any of these provisions is a breach of contract by the company which entitles Van Zandt County to declare the contract void if the company does not remedy the breach within ten days after receipt of notice of breach from Van Zandt County.

By: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Company: \_

**Subscribed and sworn to before me, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ to certify which witness my hand and seal of office:**

\_\_\_\_\_  
**Notary Public – Signature**

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**PROPOSER'S NAME** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

\_\_\_\_\_

**PHONE NUMBER** \_\_\_\_\_

**AUTHORIZED SIGNATURE** \_\_\_\_\_

**DATE** \_\_\_\_\_

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**NON-COLLUSION AFFIDAVIT**

The undersigned certifies that the Proposal prices contained in this Proposal have been carefully reviewed and are submitted as correct and final. He further certifies that Proposer agrees to furnish any and/or all item upon which prices are extended at the price offered, and upon the conditions contained in the specifications of the Invitation to Proposal. The period of acceptance of this Proposal will be (30) calendar days from the date of the Proposal opening.

STATE OF TEXAS

COUNTY OF VAN ZANDT

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared \_\_\_\_\_, who after being by me duly sworn, did depose and say: "I, \_\_\_\_\_ am a duly authorized officer of/agent for \_\_\_\_\_ and have been duly authorized to execute the foregoing Proposal on behalf of the said \_\_\_\_\_. I hereby certify that the foregoing Proposal has not been prepared in collusion with any other Proposer or other person or persons engaged in the same line of business prior to the official opening of this Proposal. Further, I certify that the Proposer is not now, nor has he been for the past (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of equipment, services, or supplies Proposal on, or to influence any person or persons to Proposal or not to Proposal thereon."

Name and address of Proposer

\_\_\_\_\_  
\_\_\_\_\_

Telephone \_\_\_\_\_

By \_\_\_\_\_ Title \_\_\_\_\_  
Type Name

Signature \_\_\_\_\_

SUBSCRIBED AND SWORN to me by the above named \_\_\_\_\_

on this the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas