

County of Hunt

STATE OF TEXAS

PURCHASING DEPARTMENT
2507 Lee Street, Room 104
Greenville, Texas 75401



PHONE: (903) 408-4148
FAX: (903) 408-4242
clowry@huntcounty.net

Invitation To Submit Proposal

Formal Proposal #192-19, Inmate Telephone System

Please return Original Proposal and four (4) copies, subject to Terms and Conditions of this Invitation and other contract provisions, to the office of the Hunt County Purchasing Agent, 2507 Lee Street, Room 104, Greenville, Texas, 75401. Proposals will be accepted until **10:00 a.m. Central Time, Wednesday, October 23, 2019.**

The Hunt County Purchasing Department is willing to assist any contractor in the interpretation of document provisions or explanation of how forms are to be completed. Assistance can be received by visiting the Purchasing Office at 2507 Lee Street, Room 104, Greenville, TX 75401 or by calling (903) 408-4148.

For additional information, contact Cheryl Lowry (Purchasing Agent) in writing/e-mail or by fax at (903) 408-4242 prior to October 15, 2019.

READ CAREFULLY

Please quote prices on the articles on the attached proposal sheet. The right is reserved to accept or reject all or any part of your offer, and to accept the offer the Commissioners' Court considers the lowest responsible offer. Proposals are to be returned sealed in an envelope clearly indicating that a proposal enclosed and reflecting the proposal number.

By submitting this proposal, the undersigned hereby certifies that said proposal has been independently arrived at and that price, terms, or conditions appearing or applicable hereto, have not and will not be disclosed by or on behalf of the contractor to another contractor or competitor.

The undersigned by his/her signature represents that he/she is authorized to bind the contractor to fully comply with the terms and conditions of the attached Invitation to 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. **You must sign below in INK; failure to sign and return WILL disqualify the offer. All prices must be typewritten or written in ink.**

Company Name: _____

Address: _____

Contact Name: _____

City, State, Zip: _____

Telephone Number: _____

FAX Number: _____

By: _____

By: _____

Authorized Representative – Signed by Hand

Authorized Representative – Typed or Printed

(THIS PROPOSAL IS VALID FOR 60 DAYS UNLESS OTHERWISE STATED)

TABLE OF CONTENTS

Items checked below represent components which comprise this proposal/proposal package. If the item **IS NOT** checked, it is **NOT APPLICABLE** to this proposal/proposal. Offerors are asked to review the package to be sure that all applicable parts are included. If any portion of the package is missing, notify the Purchasing Department immediately.

It is the Offeror's responsibility to be thoroughly familiar with all Requirements and Specifications. Be sure you understand the following before you return your proposal packet.

- 1. **Cover Sheet**
Your company name, address, and your signature (**IN INK**) should appear on this page.

- 2. **Table of Contents**
This page is the Table of Contents.

- 3. **General Requirements**
You should be familiar with all of the General Requirements.

- 4. **Implementation of House Bill 23**
Conflict of Interest Questionnaire

- Implementation of House Bill 1295 – Instructions and Filing Process with the Texas Ethics Commission**
Certificate of Interest Parties (Form 1295) & Changes made to Form 1295

- Implementation of House Bill 89 – No Boycott Israel**
Organization Name Israel Boycott Verification Form

- 5. **Special Requirements/Instructions**
This section provides information you must know in order to make an offer properly.

- 6. **Specifications**
This section contains the detailed description of the product/service sought by the County.

- 7. **Pricing/Delivery Information**
This form is used to solicit exact pricing of goods/services and delivery costs.

- 8. **Attachments**
 - a. **Residence Certification**
Be sure to complete this form and return with packet.

 - b. **Bid/Proposal Bond & Performance Bond Information & Requirements**
This form applies only to certain proposals/proposals. Please read carefully.

 - c. **Minimum Insurance Requirements**
Included when applicable (does not supersede "Hold Harmless" section of General Requirements).

 - d. **Workers' Compensation Insurance Coverage Rule 110.110**
Included when applicable.

 - e. **Reference Sheet**
When references are required by the proposal specifications you must complete this sheet.

HUNT COUNTY
GENERAL REQUIREMENTS
FOR PROPOSALS

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

General Requirements apply to all advertised proposals; however, these may be superseded, whole or in part, by the SPECIAL REQUIREMENTS/INSTRUCTIONS OR OTHER DATA CONTAINED HEREIN. Review the Table of Contents. Be sure your proposal package is complete.

ACCESS TO RECORDS

In special circumstances, vendor may be required to allow duly authorized representatives of Hunt County or the State of Texas and the federal government access to contracts, books, documents and records necessary to verify the nature and extent of the cost of services provided by the vendor.

ADDENDA

When specifications are revised, the Hunt County Purchasing Department will issue an addendum addressing the nature of the change. Offerors must **sign and include it in the returned proposal package.**

ASSIGNMENT

The successful offeror may not assign, sell or otherwise transfer this contract without written permission of Hunt County Commissioners Court.

AWARD

Hunt County reserves the right to award this contract on the basis of **LOWEST AND BEST PROPOSAL** in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, to reject any or all proposals. In the event the lowest dollar offeror meeting specifications is not awarded a contract, the offeror may appear before the Commissioners Court and present evidence concerning his responsibility after officially notifying the Office of the Purchasing Agent of his intent to appear.

PROPOSAL FORM COMPLETION

Fill out and return to the Hunt County Purchasing Department ONE (1) Original complete bid form in an appropriately sized envelope or box. **PACKAGE MUST SHOW THE PROPOSAL NUMBER, DESCRIPTION AND BE MARKED "SEALED PROPOSALS."** An authorized representative of the offeror should sign the Bid Cover Sheet. An authorized representative of the offeror should sign the Conflict of Interest Questionnaire and return with bid. The completed Form 1295 with the certification of filing and signature must be returned with the bid. The completed Israel Boycott Verification Form, signed and notarized must be returned with the bid. The contract will be binding only when, the County Auditor, as applicable, certifies funds and a Purchase Order issued

PROPOSAL RETURNS

Offerors must return all completed proposals to the Hunt County Purchasing Department reception desk at 2507 Lee Street, Room 104, Greenville, TX, 75403, **before 10:00 A.M. LOCAL TIME IN GREENVILLE, TEXAS** on the date specified. Late proposals will not be accepted.

BONDS

If this proposal requires submission of proposal guarantee and performance bond, there will be a separate page explaining those requirements. Proposals submitted without the required proposal bond or cashier's check is not acceptable.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY, AND VOLUNTARY EXCLUSION

The Contractor certifies by execution of this Contract that it is not ineligible for participation in federal or state assistance programs under Executive Order 12549, "Debarment and Suspension." The Contractor further agrees to include this certification in all contracts between itself and any subcontractors in connection with the services performed under this contract. Contractor also certifies that contractor will notify Hunt County in writing immediately if contractor is not in compliance with Executive Order 12549 during the term of this contract. Contractor agrees to refund Hunt County for any payments made to the contractor while ineligible.

CHANGE OF OWNERSHIP

If ownership of your firm should change during the term of this contract, Hunt County must be notified in writing within ten (10) days and a new declaration of relationships submitted immediately to Hunt County Purchasing Agent. Failure by the vendor to provide written notification of change of ownership may result in cancellation of the contract.

CONFLICT OF INTEREST IN CONTRACTS

The Commissioners shall not approve the expenditure of any funds in favor of a business entity in which a county official or employee either directly or indirectly owns a substantial interest unless prior to any vote or decision on any matter involving the business entity, the commissioners are made aware of the interest of the official or employee and provided further that the official or employee take no part in the negotiating, making, accepting, or approving any payment, agreement or contract affecting the business entity and performs no duty for Hunt County in connection with the business entity.

HUNT COUNTY
GENERAL REQUIREMENTS
FOR PROPOSALS

CONTRACT OBLIGATION

Hunt County Commissioners' Court must award the contract and the County Judge or other person authorized by the Hunt County Commissioners Court must sign the contract before it becomes binding on Hunt County or the offerors. Department heads are NOT authorized to sign agreements for Hunt County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

CONTRACT RENEWALS

Renewals may be made ONLY by written agreement between Hunt County and the offeror. Any price escalations are limited to those stated by the offeror in the original proposal.

DIGITAL FORMAT

If offeror obtained the proposal specifications in digital format in order to prepare a response, *the proposal must be submitted in hard copy* according to the instructions contained in this proposal package. If, in its proposal response, offeror makes any changes whatsoever to the County's published proposal specifications, the County's proposal specification *as published* shall control. Furthermore, if an alteration of any kind to the County's proposal specification is only discovered after the contract is executed and is or is not being performed, the contract is subject to immediate cancellation without recourse.

DISQUALIFICATION OF OFFEROR

Upon signing this proposal document, an offeror offering to sell supplies, materials, services, or equipment to Hunt County certifies that the offeror has not violated the antitrust laws of this state codified in Texas Business and Commerce Code §15.01, et seq., as amended, or the federal antitrust laws, and has not communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business. Any or all proposals may be rejected if the County believes that collusion exists among the offerors. Proposals in which the prices are obviously unbalanced may be rejected. If multiple proposals are submitted by an offeror and after the proposals are opened, one of the proposals is withdrawn, the result will be that all of the proposals submitted by that offeror will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple proposals for different products or services.

DRUG FREE WORK PLACE

All vendors shall provide any and all notices as may be required under the Drug-Free Work Place Act of 1988, 28 CFR Part 67, to its employees and all sub-contractors to insure that Hunt County maintains a drug-free workplace. The County reserves the right to review drug-testing records of any personnel involved in this proposal project. The County may require, at vendor's expense, drug testing of vendor's personnel if no drug testing records exists or if such test results are older than six (6) months.

E-MAIL ADDRESS CONSENT

Vendor affirmatively consents to the disclosure of its e-mail addresses that are provided to Hunt County or any agency of Hunt County. This consent is intended to comply with the requirements of the Texas Public Information Act, Tex. Gov't Code Ann. §522.137, as amended, and shall survive termination of this agreement. This consent shall apply to e-mail addresses provided by Vendor, its employees, officers, and agents acting on Vendor's behalf and shall apply to any e-mail address provided in any form for any reason whether related to this proposal/proposal or otherwise.

ERRORS or OMISSIONS

Due care and diligence have been used in preparation of this RFB, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all the information presented here in shall rest solely with the contractor. Hunt County and its representatives shall not be responsible for errors or omissions in these specifications, nor for failure on the part of the contractor to determine the full extent of the exposure.

EVALUATION

Evaluation shall be used as a determinant as to which proposal items or services are the most efficient and/or most economical for the County. It shall be based on all factors that have a bearing on price and performance of the items in the user environment. All proposals are subject to tabulation by the Hunt County Purchasing Department and recommendation to Hunt County Commissioners' Court. Compliance with all proposal requirements, delivery and needs of the using department are considerations in evaluating proposals. **Pricing is NOT the only criteria for making a recommendation.** The Hunt County Purchasing Department reserves the right to contact any offeror, at any time, to clarify, verify or request information with regard to any proposal.

FISCAL FUNDING

A multi-year lease or lease/purchase arrangement (if requested by the Special Requirements/Instructions), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void on the last day of the current appropriation of funds. After expiration of the lease, leased equipment shall be removed by the offeror from the using department without penalty of any kind or form to Hunt County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the offeror.

HUNT COUNTY
GENERAL REQUIREMENTS
FOR PROPOSALS

GOVERNING FORMS

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Hunt County's interpretation shall govern.

GOVERNING LAW

This invitation to proposal is governed by the competitive requirements of the County Purchasing Act, Texas Local Government Code, §262.021 *et seq.*, as amended. Offerors shall comply with all applicable federal, state and local laws and regulations. Offeror is further advised that these requirements shall be fully governed by the laws of the State of Texas and that Hunt County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

GRANT FUNDING

Any contract entered into by the County that is to be paid from grant funds shall be limited to payment from the grant funding and the vendor/provider understands that the County has not set aside any County funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid by the grant, and further funding cannot be obtained for the contract, then *the sole recourse of the provider shall be to terminate any further services under the contract and the contract shall be null and void.*

HIPAA COMPLIANCE

Offeror agrees to comply with the Standards for Privacy of Individually Identifiable Health Information of the Health Insurance Portability and Accountability Act of 1996, PL 104-191, 45 CFR Parts 160-164, as amended, and the Texas Medical Records Privacy Act, Texas Health and Safety Code Chapter 181, as amended, collectively referred to as "HIPAA", to the extent that the Offeror uses, discloses or has access to protected health information as defined by HIPAA. Offeror may be required to enter a Business Associate Agreement pursuant to HIPAA.

HOLD HARMLESS AGREEMENT

Contractor, the successful offeror, shall indemnify and hold Hunt County harmless from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this proposal, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this proposal. Certification of such coverage must be provided to the County upon request.

INSPECTIONS & TESTING

Hunt County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If an offeror cannot furnish a sample of a proposal item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the proposal as inadequate.

INTER-LOCAL PARTICIPATION

It is hereby made a precondition of any proposal/offer for a Contract for supplies or services and a part of these specifications, that the submission of any proposal/offer in response to this request constitutes a proposal/offer made under the same conditions, for the same price, and for the same effective period as this proposal/offer, to any other governmental entity having an inter-local agreement with Hunt County. It is further understood, that any other governmental entity that elects to use a Hunt County Semi-annual or annual award will issue its own Contracts or purchase orders and will require separate billing.

INTER-NET DISCLAIMER

Hunt County will not be Responsible or Liable for errors and omissions within proposal documents and proposal addendum obtained from inter-net sources that are not authorized by Hunt County. Vendors obtaining proposal information from the inter-net are encouraged to contact the Hunt County Purchasing Department to request all documentation relevant to this proposal.

INVOICES AND PAYMENTS

Offerors shall submit an original invoice on each purchase order or purchase release after each delivery, indicating the purchase order number. Invoices must be itemized. Any invoice that cannot be verified by the contract price and/or is otherwise incorrect will be returned to the offeror for correction. Under term contracts, when multiple deliveries and/or services are required, the offeror may invoice following each delivery and the County will pay on invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only. Prior to any and all payments made for goods and/or services provided under this contract, the offeror should provide his Taxpayer Identification Number or social security number as applicable. This information must be on file with the Hunt County Auditor's office. Failure to provide this information may result in a delay in payment and/or back up withholding as required by the Internal Revenue Service.

HUNT COUNTY
GENERAL REQUIREMENTS
FOR PROPOSALS

MAINTENANCE

Maintenance required for equipment proposal should be available in Hunt County by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. If Hunt County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

MATERIAL SAFETY DATA SHEETS

Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", an offeror must provide to the County with each delivery, material safety data sheets, which are applicable to hazardous substances, defined in the Act. Failure of the offeror to furnish this documentation will be cause to reject any proposal applying thereto.

MULTIPLE PROPOSAL AWARD

At the discretion of the Commissioners' Court, Proposals may or may not be awarded to a separate vendor. Hunt County reserves the right to concurrently award this proposal to the Second Lowest Proposer. The Second Lowest Proposer may provide services requested by Hunt County in the event that the Low Proposer experiences circumstances, which prevent the Low Proposer from providing the service requirements within the time frame, set forth by the County.

NAME BRANDS

Specifications may reference name brands and model numbers. It is not the intent of Hunt County to restrict these proposals in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Offerors may offer items of equal stature and the burden of proof of such stature rests with offerors. Hunt County shall act as sole judge in determining equality and acceptability of products offered.

NEW MILLENIUM COMPLAINT

All products and/or services furnished as part of this contract must be compliant for the present year and forward. This applies to all computers including hardware and software as well as all other commodities with date sensitive embedded chips.

POTENTIAL CONFLICTS OF INTEREST

An outside consultant or contractor is prohibited from submitting a proposal or proposal for services on a Hunt County project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate, subsidiary, joint venturer or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited proposal or proposal, that proposal or proposal shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by Hunt County. Potential proposers are advised that they may have to disclose requirements pursuant to Texas Local Government Code, Chapter 176. This law requires persons desiring to do business with the County to disclose any gifts valued in excess of \$100.00 given to any County Official or the County Official's family member, or employment of any County Official or the County Official's family member during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Hunt County Clerk. Refer to Texas Local Government Code, Chapter 176 for the details of this law.

PRICING

Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Pricing/Delivery Information form. **Prices shall be all inclusive: No price changes, additions, or subsequent qualifications will be honored during the course of the contract.** All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the proposal prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, offeror MUST indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails.

PROCUREMENT CARDS

Procurement Cards (MasterCard / VISA) may be utilized for purchase of items awarded on this proposal. **Hunt County will not accept or pay any Interchange Fees or Credit Card Processing Fees** associated with Procurement Card Transactions. All Procurement Card transactions are exempt from local and state sales tax.

PURCHASE ORDER AND DELIVERY

The successful offeror shall not deliver products or provide services without a Hunt County Purchase Order, signed by an authorized agent of the Hunt County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the offeror in the proper place on the Pricing/Delivery Information form. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped **F.O.B. INSIDE DELIVERY** unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Hunt County without prejudice to other remedies provided by law. **Where delivery times are critical, Hunt County reserves the right to award accordingly.**

HUNT COUNTY
GENERAL REQUIREMENTS
FOR PROPOSALS

RECYCLED MATERIALS

Hunt County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Hunt County will be the sole judge in determining product preference application.

SEVERABILITY

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item proposal.

SUPPLEMENTAL MATERIALS

Offerors are responsible for including all pertinent product data in the returned proposal package. Literature, brochures, data sheets, specification information, completed forms requested as part of the proposal package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the offeror wishes to include as a condition of the proposal, must also be in the returned proposal package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire Proposal.

TAXES

Hunt County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Hunt County claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Hunt County Auditor.

TERM CONTRACTS

If the contract is intended to cover a specific time period, the term will be given in the specifications under SCOPE.

TERMINATION

Hunt County reserves the right to terminate the contract for default if offeror breaches any of the terms therein, including warranties of offeror or if the offeror becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Hunt County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Hunt County's satisfaction and/or to meet all other obligations and requirements. Hunt County may terminate the contract without cause upon thirty (30) days written notice.

TITLE TRANSFER

Title and Risk of Loss of goods shall not pass to Hunt County until Hunt County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Offerors are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirements/Instructions" section of this proposal package and/or on the Purchase Order as a "Deliver To:" address.

WAIVER OF SUBROGATION

Offeror and offeror's insurance carrier waive any and all rights whatsoever with regard to subrogation against Hunt County as an indirect party to any suit arising out of personal or property damages resulting from offeror's performance under this agreement.

WARRANTIES

Offerors shall furnish all data pertinent to warranties or guarantees which may apply to items in the proposal. Offerors may not limit or exclude any implied warranties. Offeror warrants that product sold to the County shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, Hunt County may return the product for correction or replacement at the offeror's expense. If offeror fails to make the appropriate correction within a reasonable time, Hunt County may correct at the offeror's expense

HUNT COUNTY
GENERAL REQUIREMENTS
FOR PROPOSALS

VENDORS OWING TAXES

Pursuant to TX Local Government Code §262.0276, Hunt County Commissioner's Court has adopted a policy which requires that vendors' taxes be current as of the date proposals/proposals are due. Contractors with delinquent taxes on the due date will not be eligible for award. Whether or not a vendor's taxes are delinquent will be determined by an independent review of the Tax Office records. Vendors who believe a delinquency is reflected in error must contact the Hunt County Tax Office to correct any errors or discrepancies prior to submitting their proposal in order to ensure that their proposal will be considered. Tax records are available online at the Hunt County Tax Office website — www.hctax.info. Prior to submitting a proposal, vendors are encouraged to visit the Hunt County website, set up a portfolio of their accounts and make their own initial determination of the status of their tax accounts. Furthermore, if, during the performance of this contract, a vendor's taxes become delinquent, Hunt County reserves the right to provide notice to the Auditor or Treasurer pursuant to Texas Local Government Code §154.045. This policy is effective for all proposals, proposals, quotations and contracts due on or after January 1, 2008.

Revised 1/09

SPECIAL REQUIREMENTS/INSTRUCTIONS
Formal Proposal # 192-19, Inmate Telephone Services for Hunt County

1. Conflict of Interest Questionnaire:

Chapter 176 of the Texas Local Government Code requires a vendor who enters or seeks to enter into a contract for the sale of or purchase of real property, goods, or services with a local governmental entity or local government officer thereof to file a conflicts of interest disclosure questionnaire with the governmental entity prescribed.

A Conflict of Interest Questionnaire Form (CIQ) must be submitted not later than the seventh (7th) business day after the date the vendor begins discussion, negotiation, applies or response to a request for proposal or bids, or correspondence in writing related to a potential contract with the local governmental entity.

2. Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law.

Filing Process:

On January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the unsworn declaration printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site by January 1, 2016. <https://www.ethics.state.tx.us/tec/1295-Info.htm>, please follow Instructional Video for Business Entities. at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Formal Proposal # 192-19, Inmate Telephone Services for Hunt County

Changes to Form 1295

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete the unsworn declaration.

What type of contracts are exempt from the Form 1295 filing requirement under the amended law?

The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement. A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education;
- an interagency contract of a state agency or an institution of higher education;
- a contract related to health and human services if; the value of the contract cannot be determined at the time the contract is executed; and any qualified vendor is eligible for the contract;
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity, *
- a contract with an electric utility, as the term is defined by Section 31.002, Utilities Code*or
- a contract with a gas utility, as the term is defined by Section 121.001, Utilities Code*

The newly exempt contract types are marked with an asterisk.

Why do I need to include my date of birth and address when I sign Form 1295? Was this always the case?

In 2017, the legislature amended the law to require Form 1295 to include an “unsworn declaration” which includes, among other things, the date of birth and address of the authorized representative signing the form. The change in the law applies to contracts entered into, renewed, or amended on or after January 1, 2018. The unworn declaration, including the date of birth and address of the signatory replaced the notary requirement that applied to contracts entered into before January 1, 2018.

Will my date of birth and address appear on TEC’s website when I file the form?

No. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

SPECIAL REQUIREMENTS/INSTRUCTIONS

Formal Proposal # 192-19, Inmate Telephone Services for Hunt County

3. Organization Name – House Bill 89 Verification:

House Bill 89, effective September 1, 2017, amended the Texas Government Code to add Chapter 2270, Prohibition on Contracts with Companies Boycotting Israel. Effective September 1, 2017, a state agency and a political subdivision (which includes a county) may not enter in a contract with a company for goods or services unless the contract contains written verification from the company that: (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. “Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

CERTIFICATE OF INSURANCE REQUIREMENTS

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Without limiting any of the other obligations or liabilities, the vendor shall provide minimum insurance coverage's as listed below, prior to the execution of the contract and maintain coverage's, without interruption provided by an insurer licensed in the State of Texas, rated A- or better by A.M. Best Rating, until the work is completed and accepted by the owner. A certificate of insurance will be placed in the appropriate bid file of Hunt County prior to the execution of the contract/purchase order.

TYPE OF COVERAGE

MINIMUM LIMITS

**WORKERS COMPENSATION
COVERAGE A** (See attachment "F")

STATUTORY

**EMPLOYERS LIABILITY
COVERAGE B**

Bodily Injury by Accident – Each Accident	\$100,000
Bodily Injury by Disease – Policy Limit	\$500,000
Bodily Injury by Disease – Each Employee	\$100,000

COMMERCIAL GENERAL LIABILITY

COVERAGE A – Each Occurrence	\$1,000,000
COVERAGE B – Personal & Advertising Injury	\$250,000
General Aggregate other than Products	\$1,000,000
Products/Completed Operations Aggregate	\$1,000,000

NOTE:

- 1) Coverage for explosion, collapse & underground property hazards cannot be excluded.
- 2) Contractual liability coverage cannot be excluded.
- 3) Contractor will assume all liability for independent subcontractors.
- 4) Coverage must include Hunt County as an Additional Insured for all work performed for, or on behalf of, the County.

AUTOMOBILE LIABILITY

Bodily Injury Liability – Each Person	\$250,000
Bodily Injury Liability – Each Occurrence	\$500,000
Property Damage Liability – Each Occurrence	\$100,000

NOTE:

- 1) Coverage must include all owned, hired, and non-owned vehicles.

In the event of any material change, non-renewal or cancellation of any policy, vendor's insurance company will give 45 days actual prior written notice to Hunt County for such changes or cancellations.

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WCC RULE 110.110 WORKERS' COMPENSATION INSURANCE COVERAGE

If this bid/proposal package is for a building or construction contract, all of the provisions of this rule as shown below apply. Since this is a mandatory requirement, cost increases should not be experienced because of the need to comply with the Texas Workers' Compensation Law. For additional information contact the Texas Workers' Compensation Commission, Southfield Building, 400 S. IH-35, Austin, Texas 78704-7491, (512) 440-3618.

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 §406.096) - 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; and
 - (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 (1) 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.

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- I. The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- (1) Provide coverage, based on 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 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 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 (1) year thereafter.
 - (6) Notify the government entity in writing by certified mail or personal delivery, within ten (10) days after the person new 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.

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BONDING REQUIREMENTS

If applicable, a Bid Bond shall be required. Pursuant to the provisions of Section 262.032 (a) of the Texas Local Government Code, if the contract contemplated by this request is a bid for the construction of public works, or will be under a contract exceeding \$100,000.00, Hunt County may require the vendor to execute a good and sufficient bid bond in the amount of five percent (5%) of the total contract price. Said bond shall be executed with a surety company authorized to do business in the State of Texas.

If applicable, a Performance Bond shall be required. Pursuant to the provisions of Section 262.032 (b) of the Texas Local Government Code, within thirty (30) days of the date of the signing of a contract or issuance of a purchase order following the acceptance of a bid by Hunt County Commissioners Court and prior to commencement of the actual work, the successful vendor shall furnish a performance bond to Hunt County for the full amount of the contract if the contract exceeds \$50,000.00. Said bond shall be for the purpose of insuring the faithful performance of the work in accordance with the plans, specifications and contract documents associated with the contract.

If applicable, a Payment Bond shall be required. Pursuant to the provisions of Section 2253.021, Texas Government Code, if the amount of the contract awarded to the successful vendor exceeds \$25,000.00, the successful vendor shall execute a payment bond in the amount of the contract. Said bond is solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the prime contractor or a subcontractor to supply public work labor or material. This bond must be issued to Hunt County within ten (10) days of the award of the contract and before vendor begins the work.

If applicable, a Performance Bond shall be required. Pursuant to the provisions of Section 2253.021, Texas Government Code, if the amount of the contract awarded to the successful vendor exceeds \$100,000.00, the successful vendor shall execute a performance bond in the amount of the contract. Said performance bond is solely for the protection of Hunt County and is conditioned on the faithful performance of the work in accordance with the plans, specifications, and contract documents. This bond must be issued to Hunt County within ten (10) days of the award of the contract and before the vendor begins the work.

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1.0 SCOPE/INTENT

Hunt County is requesting sealed proposals for a fully operational, flexible, secure and reliable inmate telephone system. The provision of inmate phone service and the quality and reliability of service are a high priority.

Suppliers offering a proposal in response to this RFP shall be responsible to submit technical solutions based on their programs that meet or exceed the goals and objectives set forth herein.

The contractor must comply with all applicable law, including the Federal Communications Commission's recommended regulations regarding inmate telephone rates and fee, as well as future regulations by the Texas Public Utilities Commission

2.0. Project Information

Site Name, Address & Telephone	Average Daily Population	Inmate Telephones	Workstation Qty
Hunt County Detention Center 2801 Stuart St, Greenville TX 903-453-6850	341	46 mounted 2 mobile cart	1
Hunt County Detention Center Annex 2403 Crockett St, Greenville TX 903-454-1895	48	4 mounted	0

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2.1 SCHEDULE OF EVENTS

The following is the schedule of events listed in the order of occurrence, showing the major milestones from issuance of the RFP to the contract award:

<u>Event</u>	<u>Date</u>
RFP Issuance	September 30, 2019
Mandatory Pre-Bid Meeting at the Hunt County Detention Center, 2801 Stuart Street, Greenville, TX 75401	October 10, 2019 @ 10:00 a.m.
RFP Questions Due	October 10, 2019
Proposal Due Date	October 23, 2019
Proposal Award	November 2019

Hunt County reserves the right to change the schedule of events, as it deems necessary. In the event of a major date change, known participants will be notified. Hunt County also reserves the right to issue addenda to the RFP up to seven (7) days before the proposal due date to clarify the requirements and respond to bidder questions. Vendors shall acknowledge receipt of all addenda in their proposals.

2.2 PROPOSAL FORMAT

To enable the Selection Committee to fairly evaluate each proposal, each bidder shall use the following proposal format:

Cover Letter
Table of Contents
Executive Summary
Point-by-Point RFP Response
Commission Offer Form and Sample Commission Calculation
Rate Information
References
System Information Attachments or Exhibits

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2.3 CONTRACT PERIOD

Any contract awarded as a result of this RFP shall remain in effect for a period of thirty-six (36) months from date of installation. Upon expiration of the initial term, this agreement may be renewed for an additional two (2) years in one-year increments, following a satisfactory delivery of the services specified in the proposal/bid at the discretion of the Hunt County Commissioner's Court.

2.4 TERMINATION/DEFAULT

In the event that the Vendor shall fail to perform, keep and observe any of the terms, covenants and conditions of the Agreement, Hunt County shall give the Vendor written notice of such default and in the event said default is not remedied to the satisfaction and approval of Hunt County within thirty (30) calendar days of receipt of such notice by the Vendor, Hunt County, in its sole discretion, may terminate this Agreement.

The Agreement between Hunt County and the awarded Vendor may be terminated by Hunt County upon sixty (60) days written notice from Hunt County to the Vendor.

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

2.5 AWARD

A selection committee shall evaluate all proposals submitted to this RFP. The award will be based on general criteria, as outlined in paragraph 2.6 of this RFP. After an initial screening process, the Vendor may be asked to make an oral presentation of its proposal. All arrangements and scheduling shall be coordinated by the RFP contact.

Hunt County expressly reserves the right, in its sole judgment, to accept or reject any or all proposals, with or without cause, modify, alter, waive any technicalities or provisions, or to accept the proposal which, in its sole judgment, is determined to be the best evaluated offer resulting from negotiation.

Hunt County reserves the right to withdraw the RFP in whole or in part, at any time and for any reason. Submission of a proposal confers no rights upon the Vendor nor obligates Hunt County in any manner. Hunt County reserves the right to award no Agreement and to solicit additional offers at a later date.

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2.6 EVALUATION CRITERIA

The evaluation and award may be based on but not limited to the following: Equipment, Texas References, Service Center Location, Experience, Commission, Past Performance, Rates, Fees and Specification Compliance.

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

RELEVANT EXPERIENCE AS PRIME CONTRACTOR.....	20%
FINANCIAL PROPOSAL.....	25%
PROPOSED SOLUTION.....	35%
OPTIONS OFFERED.....	10%
OVERALL BENEFIT TO COUNTY.....	10%

Based on the review of the above factors, the highest rated proposals may be further evaluated through vendor presentations and discussion regarding their proposals. Discussions will cover cost, methods, and all other relevant factors.

At the conclusion of discussion, the vendors will be ranked on the basis of selection criteria and final negotiations will be conducted with the vendor ranked first. If a satisfactory agreement can be reached, the contract shall be awarded to the vendor, otherwise, negotiations will be conducted with each subsequent vendor until a satisfactory contract can be established.

Hunt County reserves the right to award this contract, not necessarily to the vendor with the highest commission, but to the bidder who demonstrates the best ability to fulfill the requirements of the RFP.

Vendors whose proposals do not meet the mandatory requirements will be considered non-compliant. After the evaluation of the proposals and selection of the successful vendor, all vendors will be notified in writing of the selected firm.

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2.7 INSTALLATION REQUIREMENTS

1. Turnkey Installation – Proposer shall be responsible for all costs associated with the inmate telephone system, including purchase of equipment, installation, service, maintenance, voice network and transmission, data network, and day-to-day operation. Hunt County shall have no responsibility for any costs associated with the system.
2. Proposer is responsible for determining all wiring and software requirements; costs associated with the conversion of service from current inmate telephone system providers to the successful new service provider. Successful proposer shall coordinate all details of switching out services with the current vendor.

2.8 SERVICE AND SUPPORT REQUIREMENTS

1. Successful Contractor shall be responsible for maintenance support on a twenty-four (24) hour, seven (7) day per week basis.
2. **Describe**, in detail, your company’s service and maintenance program. Include remote programming, diagnostics, downloading and trouble-shooting. Describe how the phones are polled, how often, and what information is gathered during remote diagnostics.
3. Wherever “**Maintenance**” is specified in this section, it shall mean “**Software and/or Hardware and/or other telephone equipment Maintenance, Support and repair and/or replacement requirements**”.
4. All costs for maintenance, support, repair of all software and equipment will be borne by the successful proposer, and will not be deducted from any commissions.
5. During the term of any contract awarded as a result of the RFP, successful proposer agrees to provide maintenance to diagnose problems, determine proper solutions and provide:
 - The implementation of any required solutions, changes, modifications, updates or other services which are necessary to allow the Software, Hardware and any other telephone equipment to perform in accordance with the specifications as set forth in the RFP
 - Upgrade the Software and/or hardware to its required performance standards as required in the RFP
 - Telephone support shall be available to accept calls regarding maintenance twenty-four (24) hours a day, seven (7) days a week. Describe the location of your technical services call center(s), and indicate whether, and under what circumstances, a maintenance call from the facility will ever be answered by a service representative located outside of the United States.
 - Successful proposer shall respond to a telephone request for maintenance within four (4) hours after the initial notification.

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6. Telephone support shall be available to accept calls from inmate call recipients (friends/family) regarding customer service, billing, and prepaid account setup and funding twenty-four (24) hours a day, seven (7) days a week. Describe the location of your customer service call center(s), and indicate whether, and under what circumstances, a customer service call from an inmate call recipient will ever be answered by a service representative located outside of the United States.

2.9 CALL RATING AND COMMISSION ACCOUNTABILITY

1. A copy of current rates shall be on file with the County. County must be notified, in writing, of any proposed increases or decreases in the rates charged. County **MUST** approve increases/decreases in rate(s) prior to any change.
2. Any change in Tariff (Increase or Decrease) which is not approved by Hunt County Sheriff's Office in writing in advance of the change shall be grounds for termination of the contract.
3. The commission offered to the County shall be based on total gross revenues, with no deductions for fraud, bad debt, uncollectible, unbillable calls. No deduction shall be made for any cost of providing the service described.
4. Commissions shall be paid on all call types: Collect, Direct Billed, PrePaid Collect, Advance Pay, Debit and Debit Card.
5. Commissions shall be paid **MONTHLY** and shall be accompanied by an inmate telephone commission and summary report which shall include, at a minimum, the following information:
 - Date of Report
 - Time Period Covered
 - Total Number Calls
 - Total Number Minutes
 - Total Gross Revenue (as defined above)

Such payment shall arrive no later than 45 days following the calendar month for which commissions are being paid.

6. Failure to pay accurate commissions on a regular, monthly basis shall be grounds for cancellation, without penalty, of any agreement executed as a result of the RFP.

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7. Proposer must provide an alternative billing option to called parties who are categorized as unbillable by virtue of their selection of an alternative local carrier for service. System proposed **MUST** permit the first call attempt to complete and must provide the called party with immediate access to live customer service representatives for account setup. Such access must be accomplished by pressing a single key on the called party's telephone keypad. Although the called party may be provided a toll free number to call for information or account set-up, this **MUST NOT** be the only alternative. Called party account set up must include various payment options such as: credit card, electronic check, Western Union, etc.
8. Proposer must support the ability to have multiple rate schedules at the facility. For example, state inmates may be housed from time to time and may require the application of unique rate schedules for these inmates only – without impacting rates charged to other inmates. In addition, the County will accept multiple rate/commission proposals for consideration.
9. Commissions shall be presented in the proposal using the enclosed Commission offer form. Failure to complete this form will be grounds for disqualification of your proposal.
10. Facility must have immediate access to rated call records on a real-time or near real-time basis. Once a call has ended, the rated call detail record should be available for reporting using the web-based inmate phone system. Remote report generation by the Contractor is not an acceptable alternative; intervention by the Contractor must not be necessary for authorized facility personnel to access rated call detail records.

2.10 TECHNICAL REQUIREMENTS AND SPECIFICATIONS

The following identifies the minimum requirements of the desired inmate telephone system:

1. "State of the Art" technology and web based equipment with multilevel password security access. The architecture shall be expandable to allow future growth.
2. The Inmate Phone System shall process all Inmate Calls on an outgoing, station-to-station basis.
3. All phones shall limit one call per connection.
4. No incoming calls shall be permitted.
5. All Inmate calls shall be processed by an automated operator and shall not allow access to a live operator at any time.
6. After the dialing sequence, the inmate shall be put "**ON HOLD**". The inmate shall **NOT** be permitted to monitor call progress and shall **NOT** be allowed to communicate with the called party, until the call is positively accepted.
7. The System shall be capable of informing the called party the amount that will be billed for the call prior to acceptance of the call.

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8. The system shall brand all inmate calls with a pre-recorded message announcing the collect call, name of the facility, and pre-recorded name of the inmate initiating the call. The system shall have, at a minimum, multi-lingual capabilities for English and Spanish.

The system shall provide as a minimum the following security, control and investigative features.

- A. Deny access to 800, 888, 877, 411, 555-1212, 900, 911, 950+1, 976 or 10-10xxx numbers. Allow the blocking of specific telephone number such as victims, witnesses, judges, and county staff.
- B. The system shall be capable of allowing free local calls to certain numbers such as Public Defender, Crime Stoppers, etc.
- C. Ability to control call duration on the basis of time limits and time of day restrictions.
- D. The ability to set time limits and calling hours for destination numbers.
- E. Provide the capability to assign and use “PIN” management with the inmate telephone system. Integration with the facility’s Jail Management System (JMS) is required to automate the PIN assignment process. Hunt County Sheriff’s Office utilizes the Tyler Technologies – Odyssey JMS. The JMS vendor is Tyler Technologies - Odyssey and they will charge. The selected vendor is expected to cover this expense.
- F. The system must offer the option of voice biometric technology. This feature must be an integrated part of the call processing system and must offer related analysis tools and capabilities. Products which continue to analyze the voice throughout the length of the call are preferred. The County will not be a “beta site” for unproven technology. Therefore, your references must include at least two sites where this technology has been in service as an integrated part of the proposed inmate phone system for at least 6 months.
- G. The system must offer the option to record and monitor the visitation booths. At present 25 visitation booths are in use. The inmate must be required to enter a valid PIN in order to initiate each visitation session. The inmate booths currently are wired to the inmate phone system.
- H. The system shall provide an integrated capability to monitor, record, store, and retrieve inmate phone conversations on a real time basis and retrieve conversations. Recordings must be stored online for a minimum of 36 months, with the option to archive to DVD.
- I. Recording playback function must be able to split inmate side of conversation from called party side of conversation to play on separate speakers for more detailed analysis.
- J. Provide correct and accurate call detail and management reports for all calls placed from the inmate phones. Reports shall include as a minimum, origination number, destination number, type of call (local, intralata, interlata/intrastate, or interstate), number of minutes of call, reason for disconnect and total call charges. Reports must be available onsite to authorized County personnel, with no intervention from the Vendor necessary.

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- K. Provide accurate summary revenue reports on site from any system workstation. Reports must include all call types (collect, prepaid collect and debit/debit card) and must reflect the total revenue for each call type, subtotaled by tariff type, calls within the Local Access Transport Area {intraLATA}, calls outside the Local Access Transport Area {interLATA}, Interstate calls, and International calls.
- L. The System shall be capable of producing detailed and summary reports which reveal inmate telephone activity, such as telephone numbers called by more than one inmate.
- M. Proposer shall supply one (1) user workstation.
- N. Call Detail Records – Call records and recordings shall be stored online for a minimum of 36 months. Alternate proposals of archive storage are not acceptable. Bidder must specify in their proposal where the call records and recordings will be stored, and where backups of either will reside.
- O. Inmate Messaging System - the facility may be interested in a system which allows caller to send short duration messages (voice mail) to inmates. All messages are to be recorded and stored for investigative purposes within the call processing system. The receiving called party may be charged a reasonable fee for each message.
- P. The System shall offer unlimited secure, remote access capability from any PC or laptop with high speed internet connectivity. This remote access shall (at a minimum) enable authorized users to view call records, generate reports, monitor live conversations, and search/retrieve/play recorded calls. Remote access activity shall not impair system functionality or performance in any way.
- Q. Integration with the facility's Commissary System is required to automate the debit calling option. Hunt County Sheriff's Office utilizes the Keefe system to track inmate trust account balances. The vendor is Keefe and they will not charge. Phone vendor will allow for commissary phone order entry through Keefe applications at no cost to Hunt County or Keefe.

2.11 EQUIPMENT

- 1. All telephone equipment provided shall be new and completely operational at cutover.
- 2. All equipment shall comply with Part 68 FCC Rules and meet or exceed all applicable codes and standards for installation and service.
- 3. All systems proposed shall meet ADA standards. The vendor must provide one telephone with TDD capability at no charge. Each TDD call must be recorded by the inmate phone system, converted to text, and attached to the call recording.
- 4. All inmate telephones shall be indestructible type telephones suitable for use in a jail, tamperproof, with steel encased housings and shockproof keypads. All handsets shall be of heavy-duty construction with no removable parts and shall be hearing aid compatible. The hand set cord shall be armored with a stainless steel lanyard. All phone instruments shall be waterproof, fireproof and feature DTMF dialing.

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5. The inmate telephone system must include an armored handset cord that is resistant to stretching and breaking. The handset cord length should be no longer than 14 inches long as to comply with the recommendation of the Texas Commission on Jail Standards.
6. The inmate telephone system must include telephone equipment that is capable of being operated with ease and includes concise instructions on the faceplate.
7. All telephone instruments shall be line powered and have UPS back-up power. No separate power supply shall be required. The UPS back-up as other equipment, whether or not specifically mentioned, to complete a total inmate telephone system will be the responsibility of the successful proposer and any and all costs will be borne by the successful proposer and will not be deducted from Commissions.

2.12 OTHER OPTIONS

We are interested in the optional features and technology that each vendor has to offer. These value-added options can be additional features of the system, integrated solutions or external technologies that complement the inmate calling system and enhance our ability to perform investigations. Technologies proposed may be included in the bid at no cost or offered at an additional price, which may be funded from commission revenue.

2.13 REFERENCES & EXPERIENCE AS A PRIME CONTRACTOR

1. Provide a list of at least 5 references who have been customers for at least 12 months, where the bidder provides inmate phone services in the role of PRIME CONTRACTOR. Accounts where the bidder is involved as a subcontractor do not adequately demonstrate the bidder's ability to provide all products, services, and account management required of this contract as the fully accountable, single point of contact, and therefore these types of references are NOT ACCEPTABLE. For each reference, provide contact information and relevant project information (site size, number of inmate telephones, ADP, contract start date, products/services, etc.).
2. Proposed biometric technology: You MUST include a minimum of two references (of the five required in 2.13 - 1) that have been using this technology as an integrated part of the proposed inmate phone system for at least 6 months. Identify which references utilize the proposed biometric features.
3. Provide a list of all instances over the past 2 years when a customer notified you that their commissions were underpaid or inaccurately paid. Explain the details of the error and how the matter was resolved. Include name of facility and contact person.
4. Provide a list of all instances over the past 2 years when a customer cancelled your contract in advance of the planned contract end. Include name of facility, contract end date and contract termination date.
5. Provide a list of all instances over the past 2 years when a customer has provided you with notice that you were in breach of contract. Describe the nature of the breach and whether or not the breach was cured to the customer's satisfaction. Include name of facility and contact person.

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CRIMINAL BACKGROUND CHECKS

Any commissary/inmate communications contracts will require vendors to enter sensitive security areas. These include, but are not limited to, Hunt County Sheriff's Department and/or Hunt County Jails.

The following will apply to awarded vendor personnel.

- The successful bidder shall provide information, including, but not limited to, name, date of birth, and driver's license number for each individual who will be performing work on Hunt County property.
- Vendor personnel who perform work on Hunt County property must submit to and pass a Sheriff's Department Criminal Background Check. That status must be maintained by all vendor personnel entering County buildings for the duration of the contract.
- Criminal Background checks conducted by your firm may or may not be acceptable to certain departments depending on their particular requirements. The County reserves the right to conduct additional Criminal Background Checks as it deems necessary.
- Award of a contract could be affected by your firms' refusal to agree to these terms. Award could also be affected if your firm is unable to supply personnel who can pass a Criminal Background Check.

The Criminal Background Check applies to the individual and not the company.

COMMISSION OFFER FORM

Describe the call rates and commissions proposed for each call type. Vendors are required to submit one Commission offer form for each rate option proposed. Each vendor must submit an offer based upon the current rates as stated in the RFP. Additional rate options are also encouraged, including postalized rates which offer the same pricing for all call destinations.

COLLECT CALLS

Call Category	Surcharge or Connect Fee	First Minute Rate	Each Add'l Minute Rate	Commission % Offered - No Administrator	Commission % with Part / FullTime Administrator
Local					
Intra LATA					
Inter LATA					
InterState					

PREPAID COLLECT, DIRECT BILLED COLLECT or ADVANCE PAY CALLS

Call Category	Surcharge or Connect Fee	First Minute Rate	Each Add'l Minute Rate	Commission % Offered - No Administrator	Commission % with Part / FullTime Administrator
Local					
Intra LATA					
Inter LATA					
InterState					

PREPAID DEBIT or DEBIT CARD CALLS

Call Category	Surcharge or Connect Fee	First Minute Rate	Each Add'l Minute Rate	Commission % Offered - No Administrator	Commission % with Part / FullTime Administrator
Local					
Intra LATA					
Inter LATA					
InterState					
International					

NOTE: Rates shown above are exclusive of Federal, State and Local Taxes and Regulatory Fees such as the Universal Service Fund. It is understood that these will be charged as a pass-through from the taxing/regulating agency to the called party and that no commission will be paid on these items.

Commission Offer Form

Other Fees:

Vendors are required to disclose any/all fees charged to the inmate or called party in excess of the above stated call rates. Disclose fees whether charged directly or by a subcontractor, billing agent, or other third party who accepts payments on your behalf. Failure to accurately disclose fees will be cause for disqualification. The only fees that need not be listed are taxes and pass-through fees imposed by regulatory agencies.

Fees

Description	Fee Amount	Applicable to Collect, Prepaid Collect, Direct Billed and/or Debit?
Prepaid Account Set up Fee		
Prepaid Account Funding Fee via Internet		
Prepaid Account Funding Fee via Telephone		
Prepaid Account Close-Out Fee		
Refund Fee		
Account Maintenance Fee		
Inactive Account Fee		
Regulatory Cost Recovery Fee		
Bill Statement Fee		
Single Bill Fee		
Universal Service Fund Administrative Fee		
Other? Describe any other fees that are not covered above		

Policies

Question	Vendor Policy
What is the Prepaid Account Deposit Minimum?	
Does vendor or subcontractor provide ready access to live agents via telephone?	
After what period of inactivity does a prepaid account balance expire?	
How long does it take after a credit card deposit is received before calling is restored? (# minutes, hours, days?)	

Commission Offer Form

Sample Commission Calculation

The data provided in this table is NOT representative of historical call volume. This table is provided to allow vendors to demonstrate commission calculation methods using sample data.

NOTE: The expected commission calculation method is clearly described in Section 2.9 Item 3. Nothing in this table is designed to change that mandatory requirement. This table is designed to verify that the vendor understands what is meant by gross commission calculation. Assume that the Gross Revenue figures shown below include every completed, accepted phone call initiated by an inmate, regardless of payment method.

The successful vendor will be expected to use the same methods to calculate commissions.

Description	Amount
Gross Collect Call Revenue	\$25,000
Gross PrePaid Collect Revenue	\$15,000
Gross Debit Revenue	\$ 5,000
Total Revenue	\$45,000
Cost of Phone Lines & Transport	\$ 1,900
Cost of System & Maintenance	\$ 2,000
Cost of Unbillable Calls	\$ 900
Cost of Bad Debt	\$ 3,950
Cost of Billing & Collection	\$ 1,250
Commission Amount Due for Sample Month based on Proposed Commission Percentage (Exact check amount)	\$ _____

By submitting this proposal, _____ (enter vendor company name) commits to pay commissions on every answered and accepted collect, prepaid collect (aka advance paid, direct billed), prepaid debit card and debit card call. If a call results in a charge to the called party or inmate, regardless of type, it will earn commission. No deductions will be made for any cost associated with providing the proposed system. No deductions will be made for unbillable calls, uncollectible calls or bad debt.

_____ (vendor name) understands that any violation of the above will equate to contract default and grounds for contract termination. This form, in its entirety, must become part of any contract resulting from this bid process.

You must sign below in INK; failure to sign and return WILL disqualify the offer. All prices must be typewritten or written in ink.

Signed: _____

Title: _____

Date: _____

Formal Proposal # 192-19, Inmate Telephone Services for Hunt County

Bid Instructions

1. Mandatory Pre-Bid Meeting will be held Thursday, October 10, 2019, 10:00 a.m. @ Hunt County Detention Center, 2801 Stuart Street, Greenville, TX 75401
2. Bids will be opened, October 23, 2019, at 10:00 a.m. in the Hunt County Purchasing Department, 2507 Lee Street, Room 104, Greenville, TX 75401.
3. Carefully read all portions of the bid package and fill out all forms properly and completely.
4. Signatures must be handwritten and in ink.
5. One (1) complete original bid package with original signatures must be submitted along with four (4) copies. ALL bids must be sealed with bid number noted on the outside of sealed envelope. Bids to be submitted to the Hunt County Purchasing Department, Room 104, Greenville, TX 75401, before the above deadline. Hand delivered bids will be received at the same address mentioned above.
NO FAX OR EMAIL BIDS WILL BE ACCEPTED.
6. Carefully read all portions of the bid package and fill out all forms properly and completely.
7. Signatures must be handwritten and in ink.
8. Respondents or representatives of the Respondent are prohibited from contacting or communicating in any means with any consultant, employee, manager or elected official of Hunt County including the County Judge and Commissioners concerning this Bid except for questions concerning the Bid by Respondents directed through Cheryl Lowry, Hunt County Purchasing Agent by email to clowry@huntcounty.net. Failure to comply with this guideline will result in immediate disqualification from the bid process.
9. **LATE BIDS WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED. BID NUMBER MUST BE PLACED ON OUTSIDE OF RETURN ENVELOPE.**
10. BIDDERS MUST RETURN ONE (1) ORIGINAL SET WITH SIGNATURES AND FOUR (4) COPIES. DELIVER SEALED BIDS TO:

Hunt County Purchasing Department
2507 Lee Street, Room 104
Greenville, TX 75401

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

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

Yes No

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

Yes No

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

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

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

(2) the vendor:

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

(2) the date the vendor becomes aware:

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



Organization Name Israel Boycott Verification

I, _____, the undersigned
representative of _____

_____ (hereafter referred to as company) being
an adult over the age of eighteen (18) years of age, after being duly sworn by the
undersigned notary, do hereby depose and verify under oath that the company named-
above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. *“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *“Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit, but does not include a sole proprietorship.*

Pursuant to Section 2270.001, Texas Government Code:

(a) This section applies only to a contract that:

1. *Is between a governmental entity and a company with 10 or more full-time employees; and*
2. *Has a value of \$100,000.00 or more that is to be paid wholly or partly from public funds of the governmental entity.*

Israel Boycott Verification

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

On this the _____ day of _____, 20____, personally appeared _____, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

NOTARY SIGNATURE

Date