



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Interim Purchasing Agent

1149 Pearl Street, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

LEGAL NOTICE

Advertisement for Request for Proposal

October 6, 2008

Notice is hereby given that sealed proposals will be accepted by the Jefferson County Purchasing Department for RFP 08-089/JN, Inmate Telephone Service for Jefferson County. Specifications for this project may be obtained from the website, <http://www.co.jefferson.tx.us>, or by calling 409-835-8593.

Proposals are to be addressed to the Purchasing Agent with the proposal number and name marked on the outside of the envelope. Offerors shall forward an original and seven (7) copies of their proposal to the address shown below. Late proposals will be rejected as non-responsive. Proposals will be publicly opened and only the firm name will be read aloud in the Jefferson County Commissioners' Courtroom at the time and date below. Proposals shall be opened in a manner that avoids disclosure of the contents to competing offerors and maintains the confidentiality of the proposals during negotiations. Proposals will be open for public inspection after the award of the contract, except for trade secrets and confidential information. Offerors are invited to attend the sealed proposal opening.

There will be a pre-proposal conference on October 16, 2008, at 10:00 AM in the Jefferson County Correctional Facility, 5030 Hwy 69 S., Beaumont, TX.

NAME:	Inmate Telephone Service for Jefferson County Correctional Facility
PROPOSAL NO:	RFP 08-089/JN
DUE DATE/TIME:	11:00 AM, November 3, 2008
MAIL OR DELIVER TO:	Jefferson County Purchasing Department 1149 Pearl Street, 1st Floor Beaumont, Texas 77701

Any questions relating to these requirements should be directed to Joe Newkirk, Contract Administrator, at 409-835-8593. Technical questions should be directed to Chief George Miller, Chief Deputy Jefferson County Correction Facility, at 409-726-2500.

All interested firms are invited to submit a proposal in accordance with the terms and conditions stated in this proposal.

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah L. Clark

Interim Purchasing Agent
Jefferson County, Texas

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BIDDERS SUBMITTAL CHECKLIST

The Offeror's attention is especially called to the items listed below, which must be submitted in full as part of the Bid.

Failure to submit any of the documents listed below as a part of your bid, or failure to acknowledge any addendum in writing with your bid, or submitting a bid on any condition, limitation, or provision not officially invited in this Request for Proposal (RFP) may cause for rejection of the bid.

Offeror shall check each box indicating compliance.

THIS CHECKLIST MUST BE SUBMITTED AS PART OF YOUR PACKAGE

- Cover sheet identifying the contract/project being proposed, the name and address of the proposer, the date of the bid, and the telephone and facsimile numbers of bidder.
- An acknowledgment and/or response to each section of the bid.
- Form of business (e.g., corporation, sole proprietorship, partnership); if corporation the date and state of incorporation.
- Identification of seven (7) entities for which the bidder is providing or has provided Inmate Service to inmates of the type requested, including the name, position, and telephone number of a contact person at each entity.
- Identification of all legal claims, demands, contracts terminated or lawsuits filed, threatened, or pending against the bidder and/or its principal/officers for the last three (3) years, as well as identification of any administrative actions or warnings taken or issued by any federal, state, or local governmental agency to bidder and/or its principals/officers with regard to the provision of the same or similar service as covered by this RFP, or the payment of moneys under the terms of any agreement(s) relating to such services.
- Provide financial statements (audited preferred) for the bidder for the last two (2) years, if available, and if not available, an explanation of why such statements are not available.
- Same contract with compensation sections blank.
- One (1) original and eight (8) copies of the bid should be mailed or delivered no later than **11:00 am, November 3, 2008**, to the Jefferson County Purchasing Division, 1149 Pearl Street, First Floor, Beaumont, TX 77701.

PLEASE READ THE "BID SUBMITTAL CHECKLIST" INCLUDED IN THIS PACKAGE.

Company	Telephone Number
Address	Fax Number
Authorized Representative (Please print)	Title
Authorized Signature	Date

1. INTRODUCTION TO BIDDERS

This Request for Proposal (RFP) is to receive bids from qualified firms regarding services for Local and intra/interLATA Service for the Inmate Telephones.

The following items are provided as general information and specifications as required by the Jefferson County Purchasing Department.

1.1 VENDOR INSTRUCTIONS

Read the document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you have a clear understanding of the bid.

General Requirements apply to all advertised requests for bids, however, these may be superseded, whole or in part, by the **Scope of Services, Guidelines and Specifications, Requested Responses and Information, or other data contained herein.** Be sure your bid package is complete.

1.2 GOVERNING LAW

Proposer is advised that these requirements shall be fully governed by the laws of the State of Texas and that Jefferson 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.

1.3 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THE RFP

If the proposer discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, proposer shall immediately notify the County of such error in writing and request modification or clarification of the document. Modifications will be made by issuing Addenda. Written notice will be given to all parties who have been furnished with the RFP without divulging the source of the request for the same. If the proposer fails to notify the County prior to the date and time fixed for submission of bids of an error or ambiguity in the RFP known to proposer, or an error or ambiguity that reasonably should have been known to proposer, then proposer shall not be entitled to compensation or additional time by reason of the error or ambiguity or its later resolution.

The County may also modify the RFP, no later than 48 hours prior to the date and time fixed for submission of bids, by issuance of an Addendum to all parties who have received the RFP. All addenda will be numbered consecutively, beginning with 1.

1.4 NOTIFICATION OF MOST CURRENT ADDRESS

Firms in receipt of this RFP shall notify Deb Clark, Jefferson County Purchasing Division, of any address changes, contact person changes, and/or telephone number changes no later than 48 hours prior to the date and time fixed for submission of bids.

1.5 BID PREPARATION COST

Costs for developing bids is entirely the responsibility of bidders and shall not be charged to Jefferson County.

1.6 SIGNATURE OF BIDDER

A transmittal letter, which shall be considered an integral part of the bid, shall be signed by an individual who is authorized to bind the proposer contractually. If the proposer is a corporation, the legal name of the corporation shall be provided together with the signature of the officer or officers authorized to sign on behalf of the corporation.

If the proposer is a partnership, the true name of the firm shall be provided with the signature of the partner or partners authorized to sign.

If the proposer is an individual, that individual shall sign. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a power of attorney or equivalent document must be submitted to the Jefferson County Purchasing Division prior to the submission of the bid or with the bid.

1.7 ECONOMY OF PRESENTATION

Bids shall not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFP. Bids must address the technical requirements as specified in the RFP. All questions posed by the RFP must be answered concisely and clearly. Bids that do not address each criterion may be rejected and not considered.

1.8 BID OBLIGATION

The contents of the bid and any clarification thereof submitted by the selected bidder shall become part of the contractual obligation and incorporated by reference into the ensuing contract.

1.9 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, Jefferson County's interpretation shall govern.

1.10 IMPLIED REQUIREMENTS

Products and services not specifically mentioned in the RFP, but which are necessary to provide the functional capabilities described by the proposer, shall be included in the bid.

1.11 COMPLIANCE WITH RFP SPECIFICATIONS

It is intended that this RFP describe the requirements and the response format in sufficient detail to secure comparable bids. Failure to comply with all provisions of the RFP may result in disqualification.

1.12 EVALUATION

Evaluation shall be used as a determinant as to which proposed 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 bids are subject to negotiation by the Purchasing Division and other appropriate departments, with recommendation to Commissioners' Court. Compliance with all requirements, delivery, and needs of the using department are considerations in evaluating bids. Commissions are not the only criteria for making a recommendation. A preliminary evaluation by Jefferson County will be held and the appropriate bids will be subject to negotiation. Upon completion of negotiations, Jefferson County will make an award. **All bids that have been submitted shall be available and open for public inspection seven (7) days after the contract is awarded, except for trade secrets or confidential information contained in the bids.** Any material that is to be considered as confidential in nature must be clearly marked as such and will be treated as confidential by Jefferson County to the extent allowable in the Open Records Act.

1.13 WITHDRAWAL OF BID

The bidder may withdraw its bid by submitting a written request over the signature of an authorized individual, as described in paragraph 1.6, to the Purchasing Division any time prior to the submission deadline. The bidder may thereafter submit a new bid prior to the deadline. Modification or withdrawal of the bid in any manner, oral or written, will not be considered if submitted after the deadline.

1.14 AWARD

Jefferson County reserves the right to award this contract on the basis of the **Highest and Best Offer** in accordance with the laws of Texas, to waive any formality or irregularity, to make award to more than one bidder, and/or to reject any or all bids. In the event the highest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before Commissioners' Court and present evidence concerning his responsibility.

1.15 OWNERSHIP OF BID

All bids become the property of Jefferson County and will not be returned to bidders.

1.16 DISQUALIFICATION OF BIDDER

Upon signing this bid document, a contractor offering to sell supplies, materials, services, or equipment to Jefferson County certifies that the bidder has not violated the antitrust laws of this state codified in Section 15.01, et seq, Business & Commerce Code, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the bidders.

1.17 CONTRACTUAL DEVELOPMENT

The contents of the RFP and the selected bid will become an integral part of the contract, but may be modified by provisions of the contract as negotiated. Therefore, the bidder must be amenable to inclusion in a contract of any information provided (in writing) either in response to this RFP or subsequently during the selection process.

1.18 ASSIGNMENT

The selected vendor may not assign, sell, or otherwise transfer this contract without written permission of the Jefferson County Commissioners' Court.

1.19 CONTRACT OBLIGATION

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

1.20 TERMINATION

Jefferson County reserves the right to terminate the contract for default if the awarded vendor breached any of the terms therein, including warranties of proposer, or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies Jefferson 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 other requirements to Jefferson County's satisfaction, and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified.

1.21 INSPECTIONS

Jefferson County reserves the right to inspect any item(s) or service location(s) for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a proposed item, where applicable, for review, or fails

to satisfactorily show an ability to perform, the County can reject the proposer as inadequate.

1.22 TESTING

Jefferson County reserves the right to test equipment, supplies, material and goods proposed for quality, compliance with specifications, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the offer is subject to rejection.

1.23 LOSS, DAMAGE, OR CLAIM

The proposer shall totally indemnify Jefferson County against all claims by its employees, agents, or representatives or personal injury arising from any cause. In addition, the proposer shall totally indemnify Jefferson County against all claims of loss or damage to the proposer's and Jefferson County's property, equipment, and/or supplies.

1.24 WAIVER OF SUBROGATION

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

1.25 CONFLICT OF INTEREST

Employees of the County are not permitted to maintain financial interest in, or receive payment, directly or indirectly, borrow from, lend to, invest in, or engage in any substantial financial transaction with any individual, organization, supplier, or subcontractor who does business with the County without disclosure.

1.26 ACKNOWLEDGMENT OF INSURANCE REQUIREMENTS

By signing its bid, bidder acknowledges that it has read and understands the insurance requirements for this bid. Bidders also understands that evidence of required insurance must be submitted within fifteen (15) working days following notification of acceptance of its offer; otherwise, Jefferson County may rescind its acceptance of the Bidder's bid. The insurance requirements are part of this package.

1.27 PRE-BID CONFERENCE

There will be a pre-bid conference on October 16, 2008, at 10:00 am, at the Jefferson County Correctional Facility, 5030 Highway 69, Beaumont, Texas 77705.

1.28 DELIVERY OF BIDS

All bids are to be delivered by 11:00 am, central time, November 3, 2008, to:

Jefferson County Purchasing Division
Deb Clark, Interim Purchasing Agent
1149 Pearl Street, First Floor
Beaumont, Texas 77701

Jefferson County will not accept any bids received after the stated time and date, and shall return such bids unopened to the bidder.

Jefferson County will not accept any responsibility for bids being delivered by third party carriers.

Proposer must submit one (1) original and eight (8) exact duplicate, numbered copies of the bids (for a total of nine (9)). bids will be opened publicly in a manner to avoid public disclosure of contents; however, only names of bidders will be read aloud.

List the Bid Number on the outside of the box or envelope and note "Request for Bid enclosed."

1.29 QUESTIONS

Technical questions may be faxed to George Miller at 409-726-2500. Any other questions may be faxed to Joe Newkirk at 409-835-7593.

2. SCOPE OF SERVICES

2.1 OBJECTIVE

Jefferson County is requesting bids from all qualified vendors to install, operate, maintain, and service an Inmate Telephone Services System for the Jefferson County Correctional Facilities located in Beaumont, Texas area. The Sheriff's Office is responsible for a correctional average daily population of 1,000 inmates. The inmate population consists of pre-trial felons and misdemeanants, misdemeanants sentenced for a period not to exceed one year, and those felons sentenced to the County for a period of not to exceed six years.

The purpose of this RFP is to ensure a fully operational, secure, and reliable inmate telephone system designed to improve the management and control of inmate telephone usage in facilities operated by the Jefferson County Sheriff's Office. The objectives of this RFP are to ensure that:

- Inmate telephone usage is appropriately restricted, controlled, and provided at a reasonable cost.
- Recording and monitoring systems are in place that provide for reliable investigation of inmate calls.
- Staff time required to administer the system is kept to a minimum.
- Phone company accountability is increased.
- Commission revenue to Jefferson County is maximized.

Jefferson County is seeking a single prime contractor with end-to-end responsibility for a turn-key inmate telephone system and services. Subcontractor relationships shall be permitted, however, the prime contractor shall be responsible for the entire operation of the inmate telephone system. The proposer shall verify the completeness of all service components and ensure that any and all equipment, materials and services required for installation, operation, or maintenance will be provided by proposer without claim for payment or reduction in commission level. **Jefferson County shall bear no responsibility for any costs associated with the system.**

If awarded, the contract(s) resulting from this RFP shall be executed for a period not to exceed five (5) years.

2.2 FACILITIES

Bids are requested for provision of local and intra/interLATA service for the inmate telephone system at the Jefferson County Correctional Facilities, 5030 Highway 69 South, Beaumont, Texas 77705. The awarded contract will be for a period of five (5) years and will cover approximately 121 inmate phones. The inmate population is housed in a 2,000-bed direct supervision facility with a current inmate population of approximately 1,000 inmates.

The County's 500-bed maximum security downtown jail, with a population of 373, located at 1001 Pearl Street, Beaumont, Texas 77701, is no longer used to house County inmates. Jefferson County is in a lease contract with Correctional Service Corporation (CSC) (1819 Main St., #1000, Sarasota, FL 34236) for operations and management to house out-of-state inmates in that facility. The awarded contract will cover approximately 70 telephones.

The Minnie Rogers Juvenile Justice Center, located at 5326 Highway 69, Beaumont, Texas 77705, is a 48-bed facility with a current population of 27. The awarded contract will cover approximately six (6) telephones.

3. GUIDELINES AND SPECIFICATIONS

3.1 GENERAL

- 3.1.1 Proposer shall meet all Jefferson County requirements for inmate telephones as outlined in this RFP and as required to applicable law and regulations.
- 3.1.2 The selected vendor shall be capable of handling all local and long distance services originating from inmates.
- 3.1.3 The selected vendor shall pay any and all costs to terminate the currently existing interLATA long distance telephone service being provided to the County inmate telephones, and to put awarded vendor's system in place.
- 3.1.4 The selected vendor shall supply twenty (20) cellular phones to the County as described herein.
- 3.1.5 The selected vendor must comply with all state and federal laws and regulatory requirements.
- 3.1.6 The selected vendor must be prepared to install the inmate telephones.

3.2 RATE STRUCTURE, COMMISSIONS, AND BONUSES

- 3.2.1 Under no circumstances shall any charges or surcharges over and above those defined in this RFP be added to customer billings by the awarded vendor or the awarded vendor's subcontractor with relation to calls originating from inmate telephones.
- 3.2.2 The proposer must specifically set out the commission rate it proposes to pay to the County in consideration of being selected and awarded this contract. The awarded vendor will state a percentage of **gross billable revenue** to be paid to Jefferson County each month.

Gross billable revenue means 100% of the charges of the awarded vendor for the inmate calls, without deduction for line charges, repair charges, discounts, or uncollectables. Thus, the commission must be paid on 100% of the gross charge for each call, including calls for which the vendor is unable to collect payment from the customer. No offsets, reductions, allocations of loss or expenses, or other reductions of the amount to which the commission rate is applied shall be allowed.

- 3.2.3 The County shall receive monthly payment of all commissions no later than the last day of the month following the month in which the commissions were earned. If the commission check fails to reach the County by the above-specified date, the awarded vendor will pay the County the going interest rate each month for delinquent commissions owed the County.

The commission shall be paid on a monthly basis by three (3) checks, one for each of the following:

- Inmate telephones at the downtown facility;
- Inmate telephones at the Jefferson County Correctional Facility;
- Inmate telephones at the Minnie Rogers Juvenile Facility; and

Checks will be payable to Jefferson County, Texas, and delivered to the Jefferson County Auditor. Reductions from commissions for refunds or discounts paid by the carrier for previous or current billings shall not be allowed.

Commission payments 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, including number of days; and
- Originating station (ANI/trunk).

By call category (for each ANI/trunk): local, intralata/interstate, interstate, and international:

- Total number of calls;
- Total number of minutes; and
- Total gross billables.

- 3.2.4 The proposer will provide the company's policy on commissions. Include when commissions are paid and the time period covered in the billing statement. For example, state the date that Jefferson County will receive a commission payment for calls placed August 1 through August 31.
- 3.2.5 Failure to pay Jefferson County accurate commissions based on gross billables, on a regular, monthly basis, shall be grounds for Jefferson County to cancel, without penalty, any agreement executed as a result of this RFP.
- 3.2.6 The awarded vendor shall provide the same clarity and quality comparable to that of primary carriers.
- 3.2.7 All calls – local, intralata, interlata-interstate, and interstate calls – shall not exceed the SBC tariff for local and intralata calls, and the AT&T tariff for interlata calls. If inmate rate caps are imposed by the Texas Public Utility Commission, rates shall be capped accordingly during the life of the contract.

Applicable rates shall take into account time of day, day of week, and holiday discounts as offered by the predominant carrier, if applicable.

- 3.2.8 A copy of current rates shall be on file with Jefferson County at all times, and Jefferson County shall be notified in writing of any proposed increases or decreases in the tariff prior to any change.
- 3.2.9 Any change in tariff (increase or decrease) not approved by Jefferson County in advance of the change may be grounds for termination.

4. REQUESTED RESPONSES AND INFORMATION

4.1 COMPENSATION, RATES/COST TO END CUSTOMER, AND PAYMENT PROCEDURES

- 4.1.1 The term “you” or “your” is used herein to refer to the proposer.
- 4.1.2 Identify a contact and an alternate whom you designate as the person(s) to be contacted with regarded to this RFP on your behalf.
- 4.1.3 State the percentage of gross billable revenue you offer Jefferson County as commission.
- 4.1.4 State whether you acknowledge and understand that the commission is to be paid on 100% of the gross billable charges for each call, including calls for which payment cannot be collected from the customer.
- 4.1.5 State the rates and charges that could be charged by your company for each of the following calls from a Jefferson County inmate telephone:

4.1.5.1 A local call.

4.1.5.2

Length of call	Number called from	Number called	Time	Date
10 minutes	409-724	817-626	9:00 am	Weekday
10 minutes	409-724	817-626	7:00 pm	Weekday
10 minutes	409-724	817-626	11:00 pm	Weekday
10 minutes	409-724	817-626	5:00 pm	Sunday

4.1.5.3

Length of call	Number called from	Number called	Time	Date
10 minutes	409-724	314-751	9:00 am	Weekday
10 minutes	409-724	314-751	7:00 pm	Weekday
10 minutes	409-724	314-751	11:00 pm	Weekday
10 minutes	409-724	314-751	5:00 pm	Sunday

4.1.5.4	Length of call	Number called from	Number called	Time	Date
	10 minutes	409-724	713-778	9:00 am	Weekday
	10 minutes	409-724	713-778	7:00 pm	Weekday
	10 minutes	409-724	713-778	11:00 pm	Weekday
	10 minutes	409-724	713-778	5:00 pm	Sunday

4.1.8 State whether you acknowledge and understand that commissions must be paid on a monthly basis by three (3) checks, one each for each of the following:

- Inmate telephones at the downtown facility.
- Inmate telephones at the Jefferson County Correctional Facility.
- Inmate telephones at the Minnie Rogers Juvenile Facility.

Checks will be payable to Jefferson County, Texas, and delivered to the Jefferson County Auditor.

4.1.9 Identify the payment procedures you propose, and the estimated number of days that would pass between the end of the month in which the commissions are earned and the County’s receipt of the payment of those commissions under this procedure.

4.1.9 State whether you acknowledge and understand the County’s right to review and/or audit commission computations and the computation recording of gross billable revenues.

4.1.10 State whether you acknowledge and understand the County desire that the selected vendor provide monthly summary reports showing the revenue by telephone number from the County’s inmate telephones. If requested, supporting records of each call by originating telephone number, destination telephone number, date and time call initiated and terminated, duration of call, and call charges must be provided within 48 hours of request. Provide examples of proposed reports and documentation with your bid.

4.1.11 State whether you understand that the County desires cellular telephones to be provided as part of the offering from the awarded vendor (see Section 4.2.11 for specifications).

4.2 MINIMUM TECHNICAL SPECIFICATIONS/REQUIREMENTS

4.2.1 Describe (including make and model) all on-premise equipment that the vendor proposes to provide to the County, at no cost to the County, to furnish controls on

local and intra/interLATA calls from inmate phones. Identify the physical size and dimensions of any equipment proposed to be installed on premises.

- 4.2.2 The County specifies that the selected vendor must provide features that allow the jail to block identified telephone numbers, call timing, and three-way call blocking, at no cost or charge to the County. The proposer must explain in detail how it intends to provide such features, and should be prepared to demonstrate such features if requested to do so. The proposer also should identify any other features it proposes to provide without cost or charge to the County for the control and administration of inmate phones.
- 4.2.3 Explain how the proposed system can prevent three-way calling, and identify locations where the proposer currently has such technology in use with regard to inmate calling.
- 4.2.4 The successful vendor must provide a toll-free number that will be answered 24 hours a day, 365 days a year, for service calls. Jefferson County shall have 24/7 service and dispatch coverage via a pager or 800 number. Dispatch response shall be within four (4) hours of the time trouble ticket is entered. Jefferson County shall be kept informed of trouble ticket resolution via e-mail every six (6) hours. An escalation process shall be employed after no response or after 24 hours.
- 4.2.5 Proposer shall provide eight (8) hours of staff training prior to cutover on the use of all equipment, its functionality, and the options available to the facility. Proposer shall also provide ongoing training at the request of Jefferson County or when new software is added. Specify how staff and inmates are instructed on the use of the telephone system and the amount of staff training provided.
- 4.2.6 All inmate telephones must provide dialing instruction cards with the information as required by the FCC. The dialing instruction cards for the inmate telephones must be in English and Spanish.
- 4.2.7 The inmate telephones must allow only collect, outgoing calls. No third-party numbers or credit card calls will be allowed.
- 4.2.8 Describe how calls will be processed for collect, station-to-station calls in a step-by-step manner in a centralized inmate telephone system.
- 4.2.9 Describe how you will provide international calling from the inmate telephones.
- 4.2.10 The County is requesting twenty (20) PCS/cellular telephones (County approved) with six hundred (600) minutes of usage per cellular telephone each month and nationwide coverage.
- 4.2.11 The County requests the capability to self-manage the inmate system. This will include blocking calls and pulling reports when necessary. The County's mainframe system is an AS/400.

- 4.2.12 **All equipment shall be new and completely operational at cutover. All equipment shall comply with Part 68 FCC rules and meet or exceed all applicable codes and standards for installation and service. All systems provided shall meet ADA standards. Offerors shall provide one (1) telephone with TDD capability for each location, plus a spare, for a total of four (4) TDD devices.**
- 4.1.13 The system shall provide free local calls to Public Defenders.
- 4.1.14 Proposer shall download a list of all Texas attorneys' office telephone numbers onto the hard drive of the CPU and provide biannual updates to the list.
- 4.1.15 The inmate telephone system shall provide full channel recording and monitoring of inmate calls. The system shall allow multiple users to listen to the same conversation from multiple locations. It shall store call records on the hard drive for a period of six (6) months. The system shall include call storage on CD media. The system should feature, at a minimum, searches by origination number, destination number, personal identifier (if applicable), date/time parameters, and channel. The equipment being proposed shall be synchronized with the call processing equipment to ensure that call recording times mimic call start time on call detail reports.
- 4.1.16 All telephone instruments shall be line powered. UPS back-up of one (1) hour shall be required.

5. INSTALLATION AND IMPLEMENTATION REQUIREMENTS

5.1 GENERAL INFORMATION

- 5.1.1 The Contractor is responsible for installation, replacement, and repair costs of all equipment due to any reason including, but not limited to, vandalism, normal wear and tear, and new installation requests, etc.
- 5.1.1.1 The Contractor shall identify the location of the nearest permanently assigned service technician responsible for both inmate telephone system telephone repairs.
- 5.1.1.2 The Contractor shall explain how repair calls are routed and tracked and the maximum response time involved in each repair/service.
- 5.1.2 The Contractor shall obtain permission in writing from the County before proceeding with any work that requires cutting into or through walls, girders, beams, concrete or tile floors, partitions or ceilings, or any work that may impair fireproofing or moisture proofing, or potentially cause any structural damage.

- 5.1.3 The Contractor shall assume responsibility for the installation of equipment in accordance with the specifications contained in the manufacturer's installation instructions.
- 5.1.4 The Contractor shall agree that in the event of a problem or question of continuity arising during installation of the proposed system, provisions shall be made by the Contractor for joint testing of the system by the Contractor and the County.
- 5.1.5 The Contractor shall install additional telephones as required by the County.
 - 5.1.5.1 This shall include expansion to existing and new facilities under construction or to be constructed during the life of the contract.
 - 5.1.5.2 Any additional telephones installed shall be at no cost to the County.
- 5.1.6 Installation of all telephone and related equipment shall be accomplished by the Contractor or his/her subcontractors during normal business hours at each facility or as directed by the County.
- 5.1.7 The Contractor **shall coordinate with the current IPTS Contractor** (if appropriate) and with the County prior to the effective date of the contract to assure little or no interruption of the telephone service.
 - 6.1.7.1 The Contractor shall provide the County with a daily work schedule and plan of work for removal of instruments and housings and the amount of time estimated to perform this task.

5.2 IMPLEMENTATION PLAN

- 5.2.1 The Contractor shall provide an implementation plan subject to acceptance by the County within ten (10) days of notice of award. The implementation plan will be comprehensive in identifying roles and responsibilities, hardware and software requirements, and timelines for implementation. The implementation plan will include fully defined network impacts and requirements statement.
- 5.2.2 The Contractor shall provide an installation team that includes a Project Manager who will be available during all phases of the installation and will be responsible for inspecting all areas before work starts and reporting any pre-existing conditions or damage to the County.
- 5.2.3 All members of the installation team (including subcontractors) must have security clearance by the Jefferson County Sheriff's Department prior to entering the facilities. Clearance will normally take three (3) days to complete, and will consist of the following:
 - 5.2.3.1 Contractor shall furnish name, race, sex, date of birth, social security number, and recent addresses of all proposed employees who will require admittance to the County facilities.

- 5.2.3.2 Jefferson County shall conduct an arrest warrant search to detect any outstanding warrants or recent violent or drug-related crimes or history of such.
- 5.2.4 The Contractor shall provide an implementation plan to the County within ten (10) days after award of the contract.
- 5.2.4.1 The Contractor, after approval of the implementation plan, **shall complete the installation within thirty (30) days of notification to proceed.**
- 5.2.4.2 The implementation plan shall include a complete schedule of events in narrative and critical path/chart form.
- 5.2.4.3 The schedule shall include, but is not limited to, all of the following:
- Delivery of equipment to the site;
 - Site preparation;
 - Site inspection;
 - Cabling installation;
 - Equipment installation;
 - Software installation;
 - System testing;
 - Training;
 - Cutover;
 - Acceptance testing;
 - System on-line for customer use; and
 - System acceptance date.

5.3 INSTALLATION AND CABLING REQUIREMENTS

- 5.3.1 The Contractor shall obtain written permission from the County before proceeding with any work that requires altering its physical plant. This shall include, but will not be limited to, cutting, drilling, or modifying the facility in any manner.

- 5.3.2 **Jefferson County owns the existing cabling to the current telephone system.** The Contractor may utilize this cabling if compatible with the system being installed.
- 5.3.2.1 If additional cabling is required in the installation process, Contractor shall pay all costs, including labor, to install and purchase new cable.
- 5.3.2.2 All cable shall be marked clearly and legibly at both ends, including defective pairs, and must meet all current standards.
- 5.3.2.3 At **no additional cost to the County**, all phone system wiring distribution shall become the property of the Jefferson County Correctional Department at the conclusion of the contract arrangement.
- 5.3.2.4 A written statement from the Contractor shall be provided, confirming all circuits have been properly tested and all cables, pairs, blocks, terminals, etc., have been legibly marked.
- 5.3.3 The Contractor must coordinate with the local telephone company for the installation of telephones lines to the telephone units provided.
- 5.3.3.1 All expenses involved with the installation, monthly usage, and maintenance of the contractor-installed telephone lines shall be borne solely by the Contractor.
- 5.3.3.2 Existing lines may be reused (and is encouraged), as long as the Contractor transfers the account responsibility to its firm.

6. SERVICE AND MAINTENANCE REQUIREMENTS

6.1 GENERAL INFORMATION

- 6.1.1 The Contractor shall provide both on-site and remote monitoring and diagnostic service to the County, twenty-four (24) hours a day, seven (7) days a week.
- 6.1.2 The Contractor shall provide its own or subscribe to the **Local Exchange Carrier Line Information Database** screening service.
- 6.1.3 The Contractor shall provide all necessary labor, parts, materials, and transportation to maintain all inmate pay telephones in good working order and in compliance with the equipment manufacturer's specifications throughout the life of the contract. **No charge** shall be made to the County for maintenance of the system.
- 6.1.4 The Contractor shall provide telephone equipment personnel who are fully trained, manufacturer certified, and/or qualified on the equipment and software to be serviced.

- 6.1.4.1 Maintenance personnel supporting the proposed equipment, service, and/or software shall have at least six (6) months' experience servicing the equipment, services, and/or software included in the Contractor's bid.
- 6.1.4.2 Contractor shall identify the location of the nearest permanently assigned service technician responsible for inmate telephone repairs.
- 6.1.4.3 Contractor shall explain how repair calls are routed and tracked and the maximum response time involved in each repair/service.
- 6.1.5 The Contractor shall maintain all inside cable related to the telephone system, whether reused or newly installed. At the end of the contract period, all cable, including reused or newly installed, shall become the property of the County.
- 6.1.6 The Contractor shall provide a single point of contact for handling inmate and public complaints and inquiries. This single point of contact shall provide a toll-free line for the County and public to inquire about billing, call blocks, etc.

6.2 MAINTENANCE RESPONSE TIME

- 6.2.1 Contractor's maintenance personnel shall respond and resolve normal repair requests within four (4) hours from the time of notification and, if necessary, be on-site within that four (4) hours, Monday through Friday, from the hours of 8:00 am to 5:00 pm CT.
- 6.2.2 For normal requests on weekends (from 5:00 pm CT Friday to 8:am CT Monday) and County holidays, the Contractor shall isolate and correct any problems within twelve (12) hours.
 - 6.2.2.1 In the event that maintenance personnel have responded and the problem cannot be solved within the twelve (12) hours period, the Contractor must contact the County or his/her designee, and propose a plan to correct the problem.
 - 6.2.2.2 The proposed solution must meet with the satisfaction and agreement of the County.
- 6.2.3 A complete and currently updated list of contractor's/subcontractor's managers, administrators, technicians, etc., must be provided to the County.
 - 6.2.3.1 This shall include a complete and currently updated list of business, cellular numbers.
 - 6.2.3.2 The Contractor's management home and emergency phone numbers must also be furnished.

- 6.2.4 For this contract, a “response” shall be identified as an on-site visit by a qualified technician certified on the installed equipment, or the resolution of the problem.

6.3 CONTRACTOR RESPONSIBILITIES

- 6.3.1 Contractor is responsible for coordinating with local exchange carriers (LECs); installation of all power lines and electrical hookups; installation of equipment; operation and maintenance of equipment; removal and all charges and fees associated with providing the telephone system. This includes, but is not limited to, all access lines, monthly line charges, message units, and all other communication costs.
- 6.3.2 All costs associated with upgrading equipment to meet applicable state tariff, federal tariff, and state utility commission requirements shall be paid by the Contractor.
- 6.3.3 Contractor shall pay all costs associated with upgrading and providing new equipment as new service technology is introduced into the industry.
- 6.3.4 Contractor shall be FCC registered and approved or exempt, and meet the state utility commission’s minimum requirements.
- 6.3.5 All changes in present or future telephone services must be coordinated with the County to ensure that there will be no negative impact to the installation and that associated cable requirements will not be adversely affected. All operational maintenance will be coordinated with the County, but will be provided by the Contractor.
- 6.3.6 Contractor shall provide detailed information on how collections will be made in areas where local phone carriers **will not sign billing agreements.**

6.4 VOLUNTARY ADDITIONAL SERVICES

- 6.4.1 Describe in detail any additional services, equipment, or options that are included as part of your bid. Any additional services or equipment offered will be included in the evaluation process and included in the final contract for services with the Contractor.
- 6.4.2 An example of value added service and equipment would be an automated telephone system that repeatedly notifies defendants of pending court appearances, times, and dates.
- 6.4.3 While the primary commission is an important component of the offer, these value added incentives that may provide non-financial resources to the department are encourage and are equally important to the County.

7. BID PRICE SCHEDULE

7.1 GROSS REVENUES

List in the space provided the single, firm fixed percentage of **gross revenues** offered to pay to Jefferson County as a **commission percent** under the requirements, conditions, specifications, and other provisions of this RFP (or as indicated on Attachment __).

MONTHLY PERCENTAGE OFFERED: ____%

7.2 GUARANTEED ANNUAL MINIMUM COMMISSION

List in the space provided the guaranteed annual minimum commission which the proposer agrees to pay to Jefferson County under the requirements, conditions, specifications, and other provisions of this RFP (or as indicated on Attachment __).

DOLLAR AMOUNT OFFERED: \$____ PER YEAR

7.3 CONTRACT PERIOD AND OPTION TO EXTEND

The County intends to enter into a contract agreement with the successful proposer for a period not to exceed five (5) years. The monthly commission percentage and minimum annual dollar amount provided shall be paid as agreed during the contract period, and includes all costs of labor, materials, equipment and supplies as requested herein. All pricing must remain firm for the full five (5) year period (60 consecutive months) of the contract.

DO YOU CONCUR? YES NO

8. SELECTION PROCESS

8.1 EVALUATION CRITERIA AND FACTORS

Jefferson County Purchasing Division and the evaluation committee will first examine bids to eliminate those that are clearly non-responsive to the stated requirements. Therefore, proposers should exercise particular care in reviewing the bid format required for this RFP.

Bid Process Schedule

Date	Action
	Issue request for bid documents
	Informational pre-bid conference
	Last day to submit questions
	Bid responses due
	Technical review and evaluation of responses
	Present recommendation to Commissioners' Court (tentative)
	Contract start date

Bids will be evaluated using the following criteria:

Description	Points	Factors Considered
Service and Features	0-25	Services, features, and functions to be provided.
Quality of Bid	0-20	Understanding of process, completeness and compliance of the bid.
Commissions	0-40	Commissions to be paid to the County (including commissions and bonuses)
Experience and Financial History	0-15	Bidder's financial history and stability

The evaluation committee shall then independently score all remaining bidders based upon the evaluation factors detailed herein. Upon completion of the scoring, the committee may recommend short-listing the bids that are rated the highest.

The detailed evaluation that follows the initial examination may result in more than one finalist. At this point, the evaluation committee may request presentations by proposers,

carry out contract negotiations for the purpose of obtaining best and final offers, and conduct detailed reference checks on the short listed proposers.

Jefferson County reserves the right to contact any and all references to obtain, without limitation, information regarding the proposer's performance on current and on previous projects. A uniform sample of references will be checked for each short-listed proposer.

Jefferson County reserves the right to request clarifications or corrections to bids, or to issue such clarifications, modifications, and/or amendments as it may deem appropriate.

The Jefferson County Purchasing Agent reserves the right to waive minor irregularities in bids, provided that such action is in the best interest of Jefferson County. Any such waiver shall not modify any remaining RFP requirements or excuse the proposer from full compliance with the RFP specifications and other contract requirements if the proposer is award the contract.

8.5 REJECTION OF BIDS

The Jefferson County Purchasing Agent reserves the right to accept or reject in whole or in part any or all bid submitted. The Jefferson County Purchasing Agent shall reject the bid of any bidder that is determined to be non-responsive.

The unreasonable failure of a bidder to supply information in connection with responsibility may be grounds for a determination of non-responsibility.

8.6 ACCEPTANCE OF BIDS

The Jefferson County Purchasing Agent will accept all bids that are submitted properly. However, the Jefferson County Purchasing Agent reserves the right to request clarifications or corrections to bids.

8.7 REQUEST FOR CLARIFICATION OF BID

Requests by the Jefferson County Purchasing Agent for clarification of bids shall be in writing. Said requests shall not alter the bidder's pricing information contained in its cost bid.

8.8 VALIDITY OF BIDS

All bids shall be valid for a period of ninety (90) days from the active closing date of the RFP.

9. BID SUBMITTAL

The Bid is due no later than 11:00 am, September 8, 2008, and shall include the following:

- Cover sheet identifying the contract/project being proposed, the name and address of the bidder, the date of the bid, and the telephone and facsimile numbers of bidder.
- An acknowledgment and/or response to each section of the bid.
- Form of business (e.g., corporation, sole proprietorship, partnership); if corporation the date and state of incorporation.
- Identification of seven (7) entities for which the bidder is providing or has provided Inmate Telephone Service to inmates of the type requested, including the name, position, and telephone number of a contact person at each entity.
- Identification of all legal claims, demands, contracts terminated or lawsuits filed, threatened, or pending against the proposer and/or its principal/officers for the last three (3) years, as well as identification of any administrative actions or warnings taken or issued by any federal, state, or local governmental agency to proposer and/or its principals/officers with regard to the provision of the same or similar service as covered by this RFP, or the payment of moneys under the terms of any agreement(s) relating to such services.
- Provide financial statements (audited preferred) for the proposer for the last two (2) years, if available, and if not available, an explanation of why such statements are not available.
- Same contract with compensation sections blank.
- One (1) original and eight (8) copies of the bid should be mailed to delivered to:

Jefferson County Purchasing Division
First Floor
1149 Pearl Street
Beaumont, TX 77701

- Explanations, exceptions, comments, etc., pertaining to the specific sections of the specifications. All comments shall be listed and numbered in order of the respective article of the specification.

10. RESPONSE FORMAT

The items listed below shall be submitted with each bid and shall be submitted in the order shown. Each section should contain the proposer's complete response and understanding of the requirements of that section. Each section shall be clearly labeled, with page numbers and separated by tabs.

Tab	Contents
------------	-----------------

- | | |
|-----|---|
| 1. | Introduction to Bidders |
| 2. | Scope of Services |
| 3. | Guidelines and Specifications |
| 4. | Requested Responses and Information |
| 5. | Installation and Implementation Requirements |
| 6. | Service and Maintenance Requirements |
| 7. | Bid Price Schedule |
| 8. | Selection Process |
| 9. | Bid Submittal |
| 10. | Response Format |
| 11. | Jefferson County's Responsibilities |
| 12. | Terms and Conditions of Contract for Services |

<p>FAILURE BY A PROPOSER TO INCLUDE ALL LISTED ITEMS MAY RESULT IN THE REJECTION OF ITS BID.</p>

11. JEFFERSON COUNTY'S RESPONSIBILITIES

Jefferson County shall provide the contractor appropriate access to the buildings to install and maintain equipment and provide service repairs.

12. TERMS AND CONDITIONS OF CONTRACT FOR SERVICES

Jefferson County's contract, resulting from this RFP, shall be subject to the terms and conditions set forth in the attached Contract for Purchase of Services.

JEFFERSON COUNTY, TEXAS CONTRACT AGREEMENT

THIS CONTRACT, made and entered into this ____ day of _____ 2008, by and between **FIRM** hereinafter called contractor, and Jefferson County, Texas, hereinafter called the County.

WITNESS, that:

WHEREAS, the County has caused to be prepared and advertised in accordance with law, specifications, Plans, and other Contract Documents describing the services to be provided for **Request for Proposal 08-089/JN, Inmate Telephone Service for Jefferson County** (hereinafter referred to as the RFP), this document is included by reference as **Exhibit A**; and

WHEREAS, Contractor, in response to such advertisement, desires to and is capable of providing the described necessary services according to the terms and conditions stated in Contractor's response to the RFP, this document is included by reference as **Exhibit B**.

and,

WHEREAS, the County, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Bids submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible Proposer for the said Work for the sum or sums named in the Contractor's Bid, (**Exhibit B**) a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the agreements herein contained, the Contractor and the County have agreed and hereby agree as follows:

1. **General Description.** The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents.
2. **Term of the Agreement.** Term of the Agreement shall five (5) years as sixty (60) consecutive months, and shall be _____ 2008 through _____ 2013.
 - 2.1 At the County's request, with the Contractor's consent, the agreement shall be renewable for one (1) each additional three (3) year period as mutually agreed which shall be _____ 200_ through _____ 200_.
3. **Governing Laws.** The laws of the State of Texas shall govern the rights, obligations, and remedies of the Parties under this agreement.
4. **Quantity Requirements.** The County reserves the right to modify the quantity ordered, and to request current technology on an as-needed-basis with mutual consent with the Contractor. Implementation will be in accordance to the time line as agreed with the Contractor.
5. **Equal Employment Opportunity.** In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
6. **Compensation.** The Contractor shall pay the County for services purchased in accordance with the terms and conditions of the contract at the rates as set in Exhibit B. Payment will be paid by monthly by the thirtieth (30th) calendar day of the month following the month charges incur and shall be accompanied with proper invoicing and reports by the Contractor. No decrease from commission offered shall be allowed to the Contractor during the term of the contract unless and except as provided by the specifications.
 - 6.1 Twenty-five dollars (\$25.00) per day will be assessed by the County for each day past the 30th of the month that the payment has not been received by the County.
7. **Guaranteed Annual Minimum Commission.** The Contractor's bid (Exhibit B) has offered the County a Guaranteed Annual Minimum Commission (GAMC) rate. Commission rate shall be based on gross revenues as described in the specifications. Should the sum of the monthly commission payment for the annual (twelve consecutive months) period be calculated as less than the GAMC as accepted in the Contractor's , the Contractor shall pay the County an amount equal to the difference between the amount

actually earned by the County and the amount of the GAMC.

7.1 If commission is due the County at the end of the anniversary date the owed amount shall be payable within sixty (60) calendar days immediately following the last day of the annual term.

8. **Payment of Unauthorized Claims.** The County may refuse to pay any claim that is not specifically authorized by this Contract. Payment of a claim shall not preclude the County from questioning the propriety of the claim. The County reserves the right to offset any overpayment or disallowance of claim by reducing future payments.
9. **Payment Upon Early Termination.** In the event this Contract is terminated before the completion of services, the Contractor shall pay the County for services provided in a satisfactory manner, a sum based upon the actual commission rates stated in Exhibit B.
10. **Inclusion Of All Necessary Fees.** The Contractor shall comply with all federal, state, and local laws together with all ordinances and regulations applicable to the services. The Contractor shall procure all licenses, permits, or other rights necessary for the fulfillment of its obligation under this agreement.
11. **Proprietary Considerations and Data Security.** Except for Contractor's work papers, the County and Contractor agree that all materials and information developed under this Agreement shall become the sole property of the County.
 - 11.1 Any materials and information not developed under this Agreement, which Contractor considers to be proprietary and confidential, shall be plainly and prominently marked by Contractor as "Trade Secret," "Proprietary," or "Confidential."
 - 11.2 County will use reasonable means to ensure that Contractor's confidential information is safeguarded and held in confidence. County agrees not to reproduce or distribute Contractor's proprietary material to non-Governmental agencies without prior written permission from Contractor. County's obligation pursuant to this Article shall not apply to any material, data or information not plainly and prominently marked with the restrictive legends as set forth in subsection herein.
12. **Warranties.** The Contractor, by entering into a contract with the County, warrants and represents that all materials, equipment, and service delivered to the County pursuant to the contract conforms to all of the specifications contained or referred to herein. The Contractor further guarantees to replace all materials, equipment, software, or service that may be rejected by the County due to defective materials or workmanship for a minimum of one year following acceptance. Failure or neglect of the County to require compliance with any term or condition of the contract or specifications shall not be deemed a waiver of such term or condition.
13. **Breach of Warranties.** In the event of any breach of Contractor's warranties and/or covenants contained in this contract, or if, for any other reason, except only the fault of the County, the hardware, software or other services does not operate in accordance with the specifications provided in this contract and Contractor has not adjusted, or cannot adjust

the same within fifteen (15) days of notice to Contractor, County shall have the right, at its option, to cancel this contract and to receive the return of all sums theretofore due to the County by the Contractor, in addition to such other damages to which the County may be legally entitled. The Contractor's obligations under this agreement are in lieu of all other warranties expressed or implied.

- 14. Equipment Condition.** All items offered and furnished shall be new, not used, and be current manufacturer's models. Rebuilt, renewed or remodeled merchandise shall not be furnished unless specifically approved in writing by Lancaster County.
- 15. Status of Employees.** Any and all employees of the Contractor or other persons, while engaged in the performance of any work or services required by the Contractor under this agreement, shall not be considered employees of the County and all claims that may or might arise under the Worker's Compensation on behalf of said employees or other persons while so engaged, and any and all claims made by any third party as a consequence of any act or omission on the part of the work or service provided to be rendered herein, shall in no way be the obligation or responsibility of the County. For all purposes the Contractor shall be considered an independent Contractor.
- 16. Indemnification.** Both parties shall indemnify and hold harmless, the other party, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract. Both parties shall be responsible for the acts of their own members, officers and employees including those caused in whole or part by any negligent act or omission. This shall also mean any subcontractor, or anyone directly or indirectly employed by the Contractor.
- 17. Non-exclusiveness of Remedies.** Any right or remedy on behalf of the County provided for in any part of these specifications, including, but not limited to, any guaranty or warranty or any remedy for Contractor's nonperformance, shall be in addition to and not a limitation of any right or remedy otherwise available by law, equity, or statute.
- 18. Termination of the Contract.** Termination of the Contract may occur for the following reasons and conditions:
 - 18.1 Termination by the County for Cause: The County may terminate the Contract if the Contractor:
 - 18.1.1 Refuses or fails to supply enough properly skilled workers or proper equipment to satisfactorily provide complete Inmate Phone Services as requested.
 - 18.1.2 Fails to make payments to the County for commissions or is continuously late with commission payments.
 - 18.1.3 Fails to make payments to Suppliers or Subcontractors for materials and/or labor in accordance with the respective agreements between the Contractor and Subcontractors.

- 18.1.4 Disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction over the Contract.
 - 18.1.5 If the Contractor's or Subcontractor's employees commit a breach of facility security rules.
 - 18.1.6 Otherwise commits a substantial breach of any provision of the Contract Document.
- 18.2 Termination by Either Party for Convenience: By mutual agreement both parties of the contract agreement, upon receipt and acceptance of not less than a ninety (90) calendar days' written notice, the contract may be terminated on an agreed upon date, prior to the end of the contract period, without penalty to either party.
- 18.2.2 Upon any such termination, the Contractor agrees to waive any claims for damages, including loss of anticipated profits, on account thereof, and as the sole right and remedy of the Contractor, the County shall pay Contractor in accordance with this section.
 - 18.2.3 The provisions of the Contract which by their nature survive final acceptance of the work, shall remain in full force and effect after such termination to the extent provided in such provisions.
 - 18.2.4 Upon receipt of any such notice of termination, the Contractor shall, unless the Notice directs otherwise, immediately:
 - 18.2.4.1 Discontinue the work to the extent specified by the County.
 - 18.2.4.2 Place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of that portion of the work, if any, the County has directed not to be discontinued.
 - 18.2.4.3 Promptly make every reasonable effort to procure cancellation upon satisfactory terms as determined by the County of all orders and subcontracts not related to that portion of the work, if any, the County has directed not to be discontinued.
 - 18.2.4.4 Do only such other activity as may be necessary to preserve and protect work already in progress and to protect materials, supplies and equipment on the site or in transit thereto.
 - 18.2.5 Upon such termination, the obligations of the Contract shall continue as to options of the work already performed and as to bona fide obligations the Contractor assumed prior to the date of termination.
 - 18.2.6 Upon termination, the Contractor shall pay the County the full commission amount due as a result of all phone transactions properly completed by

county inmates utilizing the Contractor's equipment to the date of termination and not previously paid to the County.

- 18.3 Non-appropriation of Funds: The County may terminate this Contract upon thirty (30) calendar days' written notice to the Contractor if the County's governing body(s) fail to appropriate monies for the purpose of providing inmate services covered under the contract agreement.
- 18.4 Termination for Bankruptcy or Insolvency: In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee for the benefit of creditors, of the property of the Contractor, the County may cancel this contract or affirm the contract and hold the Contractor responsible for damages.
- 19. Contract Assignment.** The contract established as a result of this RFP process shall not be transferred to/or assigned without prior written consent of the County Board of Commissioners.
- 20. Notices.** All notices or demands required or permitted to be given or made hereunder shall be in writing and shall be deemed to have been given if made by hand delivery with signed receipt, or when mailed by first class registered or certified mail, postage prepaid, addressed to the County and Contractor at their respective addresses designated below, or at such other address as the County or Contractor, as the case may be, shall have furnished in writing to the other.
- 21. Insurance.** The Contractor shall maintain during the life of this contract the types and amounts of insurance as specified in the attached "Insurance Requirements for County Contracts" (Exhibit C). The County shall be named as additional insured with regard to the performance of the contract services.

Contract Agreement

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and the are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the County hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the contractor and the County do hereby execute this contract.

EXECUTION BY JEFFERSON COUNTY, TEXAS

ATTEST

JEFFERSON COUNTY, TEXAS

Carolyn L. Guidry, County Clerk

Ron Walker, County Judge

INSURANCE REQUIREMENTS

For Contractors doing business with Jefferson County (these Insurance Requirements superseded and replace all Insurance Requirements contained elsewhere in these documents).

1. General Considerations

It is a requirement of Jefferson County that Contractors must agree to the indemnity obligations set forth in the General Contract. Jefferson County reserves the right to participate in the defense of any claim or action that is brought against it.

To insure compliance with this policy, Jefferson County requires each Contractor to carry adequate insurance coverage with a company or companies acceptable to said Jefferson County. Jefferson County fully understands that no insurance policy of any company licensed to do business in the State of Texas is all encompassing in coverage or limit of liability.

2. Insurance Requirements

During the performance and up to the date of final payment, the Contractor must effect and maintain insurance hereafter checked as required. The first (primary) one million dollars (\$1,000,000) of Bodily Injury and Property Damage limits must be a company or companies licensed to do business in Tennessee. The excess over one million dollars (\$1,000,000) may be with either a licensed or non-admitted company provided the non-admitted company is (1) listed as approved to do business in Texas by the Texas Department of Insurance, (2) has a Best financial rating of A minus or better, with a policyholder surplus of Roman Number X or better, and (3) otherwise acceptable to Jefferson County.

All Comprehensive General Liability policies and Comprehensive Automobile Liability policies shall be endorsed to include Jefferson County as an Additional Insured and this shall be noted on the Certificates of Insurance.

All policies must be of the standard form of coverage as filed with and approved by the Commissioner of Insurance for the State of Texas or otherwise authorized. The Contractor shall not commence work under the Contract until it has obtained all insurance coverage required hereafter and such insurance has been approved by the Department of Law of Jefferson County.

Check if Required:

General Liability

§ a. *Comprehensive (Commercial) General Liability*

The Contractor shall have and maintain during the life of the Contract such Bodily Injury Liability Insurance and Property Damage Liability Insurance as shall protect Contractor from claims for Bodily Injury and Property Damage arising from the Contractor's operations under the Contract, whether such operations are conducted by Contractor or by any subcontractor of said Contractor. The Bodily Injury Liability shall pay on behalf of the Insured all sums up to the limits provided by the policy

which the Insured shall become legally obligated to pay as damages because of bodily injury, sickness or disease, including death at any time resulting therefore, sustained by a person other than an employee of the Contractor and caused by an occurrence. The Property Damage Liability Insurance shall pay on behalf of the Insured all sums up to the limits provided by the policy which the Insured shall become legally obligated to pay as damaged because of injury to, or destruction of property, including the loss of use thereof, caused by any occurrence.

‡ § This policy shall cover liability for damage to property caused by blasting or explosion or collapse, or structural injury to any building or structure, or damage to any property below the surface of the ground (explosion, collapse, and underground damage) as applicable.

‡ § b. ***Premises and Operations Liability***

The Contractor shall have and maintain during the life of the Contract such Premises and Operations Liability Insurance as shall protect Contractor and Jefferson County from liability resulting from the operations under the contract by the Contractor.

‡ § c. ***Products and Completed Operations Liability***

The Contractor shall provide such Products and Completed Operations Insurance as shall protect Contractor from liability arising out of the contract and including those products involved in the work for which Contractor is responsible.

‡ § d. ***Broad Form Contractual Liability***

The Contractor shall have and maintain during the life of the Contract such Contractual Liability Insurance as shall protect Contractor from liability resulting from the execution of the contract by Contractor. If coverage is not provided on the blanket form basis, a copy of the policy or endorsement providing coverage for contractual liability assumed by the Contractor under its contract with Jefferson County **must** be attached to the Certificate of Insurance.

Automobile Liability

‡7§ e. ***Comprehensive (Business) Automobile Liability (all owned, hired, and non-owned)***

The Contractor shall have and maintain during the life of the contract such Comprehensive (Business) Automobile Liability (all owned, hired, and non-owned) Insurance as shall protect the Contractor for claims arising out of the ownership, operation, maintenance and use of land motor vehicles and trailers intended for use therewith.

Worker's Compensation and Employer's Liability

‡7§ The Contractor shall have and maintain during the life of the contract Worker's Compensation Insurance conforming with the requirements of the laws of Texas and (if the box is checked) the Jones Act ‡ § and the Longshoremen's and Harbor Workers' Compensation Act ‡ §. In case of any employee or employees are not covered by such laws of Texas or the Jones Act or the Longshoremen's and Harbor Workers' Compensation

Act, the Contractor shall provide Employer's Liability coverage for the protection of such employee or employees.

Property Damage Insurance

| § g. *Builder's Risk Insurance*

The Contractor shall have and maintain during the life of the contract such Property Insurance upon Contractor's entire work at the site to the completed value thereof. This insurance shall protect Jefferson County, as its interest may appear in the work, and shall insure against the perils of fire and extended coverage, and shall include "all risk" insurance for the physical loss or damage, including without duplication of coverage, theft, vandalism, and malicious mischief. All Risk Insurance may contain the normal exclusions, such as, but not limited to, flood, earthquake, mysterious disappearance, inherent vice, war, and nuclear. If Jefferson County requires coverage for flood or earthquake, specific requirements concerning same are set out hereafter in these specifications. If the Property Insurance contains a co-insurance provision, the Contractor shall be responsible for the amount of insurance satisfying the co-insurance amount so as to make the co-insurance clause inoperable.

If not covered otherwise, the Contractor shall have and maintain during the life of the contract similar Property Insurance on portions of the work stored off the site or in transit when such portions of the work are to be included in any payment.

| 7 § h. *Other Insurance*

Professional Liability (error and omissions).

3. Additional Insurance Requirements

The Certificate or Certificates of Insurance **shall** contain the following provisions, to wit:

The coverage provided shall not be canceled, reduced in coverage, or allowed to lapse **unless and until** Jefferson County receives at least thirty (30) days' advance **written** notice of same. Said **written** notice must be delivered to the Purchasing Agent.

| § If this box is checked, each of the said policies set out above may contain a deductible features not in excess of \$_____ per occurrence. If a deductible feature is provided in a policy or policies, the Contractor **shall** be liable for said amount of any claim or loss.

- 4.** The word "contract" above means the agreement between Jefferson County and Contractor for this project. The word "Contractor" means the successful Offeror who is the Contractor for this project. The limit "each person" is the monetary limit applied to each person injured in a given occurrence. The limit "each occurrence" is the limit of the total liability for claims, subject to the limit for "each person," from one common cause. The word "aggregate" is the limit of the total liability for all damage of the specified coverage for each annual term of the insurance policy.
- 5.** The Contractor is required to have a Certificate of Insurance properly executed by an insurance company or insurance companies authorized to do business in the State of Texas.

6. Minimum Limits of Coverage

Coverage shall be at least to the following minimum limits. If the Contractor has or obtains primary and umbrella excess policies, there shall be no gap between them.

General Liability

(a) Comprehensive General Liability		
Bodily Injury	\$1,000,000	Each occurrence
	\$1,000,000	Aggregate per project
Property Damage	\$1,000,000	Each occurrence
	\$1,000,000	Aggregate per project
(or) Combined Single Limit	\$1,000,000	Per occurrence per project
(b) Premises and Operations Liability		Same limits as in (a) above
(c) Products and Completed Operations Liability		Same limits as in (a) above
(d) Contractual Liability		Same limits as in (a) above

Automobile Liability

(e) Comprehensive Automobile Liability (all owned, hired, and non-owned)		
Bodily Injury	\$1,000,000	Each person
	\$1,000,000	Each occurrence
Property Damage	\$1,000,000	Each occurrence
	\$1,000,000	Aggregate
(or) Combined Single Limit	\$1,000,000	Per occurrence

Worker's Compensation and Employer's Liability

(f) Worker's Compensation (including compliance with the Jones Act and Longshoremen's and Harbor Worker's Act as applicable)	Statutory amount	
Employer's Liability	\$1,000,000	Each occurrence

Property Damage

(g) Builder's Risk Insurance	\$(Value of Structure)	
(h) Other Insurance Professional Liability (Error and Omissions)	\$1,000,000	

AFFIDAVIT

State of: _____

County of: _____

Contingent Fees Statement: In accordance with Jefferson County's _____, it is a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a Jefferson County contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. After first being duly sworn according to law, the undersigned (Affiant) states that he/she is the _____ (Offeror) and that the Offeror has not retained anyone in violation of the foregoing.

Non-Discrimination Affidavit: After first being duly sworn according to law, the undersigned (Affiant) states that he/she is the _____ (Offeror) and that by its employment policy, standards, and practices the Offeror does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal, or laying off of any individual due to his/her race, creed, color, national origin, age, or sex, and that the Offeror is not in violation of and will not violate any applicable laws concerning the employment of individuals with disabilities.

It is the policy of Jefferson County not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Contractor certifies and warrants it will comply with this policy.

And Further Affiant sayeth not:

By: _____

Title: _____

Address: _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ day of 2008.

Notary Public

My commission expires:

**ATTACHMENT 1
SBC MESSAGE COUNT
LOCAL AND INTRALATA CALLS**

Year	Month	Messages	Year	Month	Messages
2003	April	14,868	2004	April	28,136
2003	May	12,609	2004	May	17,061
2003	June	11,455	2004	June	14,841
2003	July	14,639	2004	July	16,965
2003	August	13,779	2004	August	15,210
2003	September	15,322	2004	September	16,427
2003	October	11,975	2004	October	18,718
2003	November	17,195	2004	November	14,886
2003	December	9,110	2004	December	15,627
2004	January	35,280	2005	January	16,290
2004	February	25,481	2005	February	15,068
2004	March	33,886	2005	March	16,941
	Total	215,599		Total	206,170

Year	Month	Messages	Year	Month	Messages
2005	April	16,017	2006	April	14,557
2005	May	16,085	2006	May	16,669
2005	June	18,580	2006	June	17,272
2005	July	15,083	2006	July	17,546
2005	August	14,705	2006	August	18,329
2005	September	10,489	2006	September	16,883
2005	October	11,561	2006	October	21,253
2005	November	14,006	2006	November	18,320
2005	December	11,667	2006	December	14,473
2006	January	14,921	2007	January	16,692
2006	February	12,039	2007	February	16,593
2006	March	13,232	2007	March	18,824
	Total	168,385		Total	192,411

Year	Month	Messages
2007	April	18,109
2007	May	18,712
2007	June	18,447
2007	July	17,958
2007	August	17,359
2007	September	14,099
2007	October	16,365
2007	November	13,230
2007	December	18,476
2008	January	17,074
2008	February	16,228
2008	March	17,172
	Total	203,229

ATTACHMENT 2
MESSAGE COUNT
LONG DISTANCE CALLS

Jefferson County Annex – Beaumont, TX
Concurrent Summary Report from 3/1/2007 through 2/28/2008

Total Calls	141,991	
Attempted Calls	141,991	100.00% of Total Calls
Accepted Calls	141,991	
Connected Calls	141,991	
Local Calls/Intra Calls/ Intra-State ID	130,528	
Long Distance Calls	11,463	
International	0	
Avg Concurrent	0	
Validated Calls	0	
Failed Validation	0	
Avg. Lines Used	30	
Avg. Daily Minutes	3682	

Jefferson County Juvenile Center – Beaumont, TX
Concurrent Summary Report from 3/1/2007 through 2/28/2008

Total Calls	2677	
Attempted Calls	2677	100.00% of Total Calls
Accepted Calls	2677	
Connected Calls	2677	
Local Calls/Intra Calls/ Intra State ID	2677	
Long Distance Calls	0	
International	0	
Avg Concurrent	0	
Validated Calls	0	
Failed Validation	0	
Avg. Lines Used	1	
Avg. Daily Minutes	7	