



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

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

LEGAL NOTICE Advertisement for Request for Proposal January 6, 2014

Notice is hereby given that sealed proposals will be accepted by the Jefferson County Purchasing Department for RFP 13-028/JW, 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 sealed and 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.

A Pre-Proposal Conference will be held on Thursday, January 16, 2014 at 10:00 am CST at the Jefferson County Correctional Facility located at 5030 Highway 69 South, Beaumont, TX 77705.

PROPOSAL NAME:	Inmate Telephone Service for Jefferson County
PROPOSAL NO:	RFP 13-028/JW
DUE DATE/TIME:	11:00 AM CST, Tuesday, February 4, 2014
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 Jamey West, Contract Specialist at 409-835-8593. Technical questions should be directed to Ms. Cindy Greene or Chief Theriot, at 409-720-4041.

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
Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – January 8th and January 15th, 2014

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Proposal Submittal Checklist

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

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

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 Offeror, the date of the proposal, and the telephone and facsimile numbers of Offeror.
- An acknowledgment and/or response to each section of the proposal.
- Form of business (e.g., corporation, sole proprietorship, partnership); if corporation the date and state of incorporation.
- Identification of three (3) entities for which the Offeror is providing or has provided two (2) 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 Offeror 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 Offeror 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.
- Same contract with compensation sections blank.
- One (1) original and seven (7) copies of the proposal should be mailed or delivered no later than **11:00 AM CST, Tuesday, February 4, 2014**, to the Jefferson County Purchasing Department, 1149 Pearl Street, First Floor, Beaumont, TX 77701.

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

Company

Telephone Number

Address

Fax Number

Authorized Representative (Please print)

Title

Authorized Signature

Date

1. Introduction to Offerors

This Request for Proposal (RFP) is to receive proposals from qualified vendors with the capability of providing Local and intra/interLATA Inmate Telephone Services for Jefferson County.

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 proposal.

General Requirements apply to all advertised requests for proposals; 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 proposal package is complete.

1.2 Governing Law

Offeror 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 Offeror discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, Offeror 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 Offeror fails to notify the County prior to the date and time fixed for submission of proposals of an error or ambiguity in the RFP known to Offeror, or an error or ambiguity that reasonably should have been known to Offeror, then Offeror 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 proposals, 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 Agent, 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 proposals.

1.5 Proposal Preparation Cost

Cost for developing proposals is entirely the responsibility of Offerors and shall not be charged to Jefferson County.

1.6 Signature of Proposal

A transmittal letter, which shall be considered an integral part of the proposal, shall be signed by an individual who is authorized to bind the Offeror contractually. If the Offeror 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 Offeror 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 Offeror 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 Department prior to the submission of the proposal or with the proposal.

1.7 Economy of Presentation

Proposals 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. Proposals must address the technical requirements as specified in the RFP. All questions posed by the RFP must be answered concisely and clearly. Proposals that do not address each criterion may be rejected and not considered.

1.8 Proposal Obligation

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

1.9 Incorporation by Reference and Precedence

This Agreement is derived from (1) the RFP, written clarifications to the RFP and County's response to questions; (2) the Contractor's Best and Final Offer, and (3) the Contractor's response to the RFP.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) Amendments to the Agreement in reverse chronological order; (2) the Agreement, including the Scope of Work; (3) the Contractor's Best and Final Offer; (4) the RFP, including attachments thereto and written responses to questions and written clarifications; and (5) the Contractors response to the RFP.

1.10 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.

1.11 Implied Requirements

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

1.12 Compliance with RFP Specifications

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

1.13 Evaluation

Jefferson County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of an award to the best evaluated Offeror. This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's proposal, may also be noted and made part of the evaluation file. Jefferson County shall have sole responsibility for determining a reliable source. Jefferson County reserves the right to conduct written and/or oral discussions/interviews after the proposal opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award in the best interest of Jefferson County.

1.14 Withdrawal of Proposal

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

1.15 Award

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

1.16 Ownership of Proposal

All proposals become the property of Jefferson County and will not be returned to Offerors.

1.17 Disqualification of Offeror

Upon signing this proposal document, a contractor offering to sell supplies, materials, services, or equipment to Jefferson County certifies that the Offeror 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 proposals may be rejected if the County believes that collusion exists among the Offerors.

1.18 Contractual Development

The contents of the RFP and the selected proposal will become an integral part of the contract, but may be modified by provisions of the contract as negotiated. Therefore, the Offeror 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.

1.19 Assignment

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

1.20 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 Offeror. **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 proposal have been satisfactorily delivered and accepted.

1.21 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 Offeror, 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.

1.22 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 proposal 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 Offeror as inadequate.

1.23 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.

1.24 Loss, Damage, or Claim

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

1.25 Waiver of Subrogation

Offeror and Offeror'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 Offeror's performance under this agreement.

1.26 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.

1.27 Acknowledgment of Insurance Requirements

By signing its proposal, Offeror acknowledges that it has read and understands the below insurance requirements for this proposal. (Sections 1.28, 1.29) Offeror 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 Offeror's proposal. The insurance requirements are part of this package.

1.28 Insurance Requirements

The contractor (including any and all subcontractors as defined in Section 1.29.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured.

All insurance must be written by an insurer licensed to conduct business in the State of Texas.

Minimum Insurance Requirements

Public Liability	\$1,000,000.00
Excess Liability	\$1,000,000.00
Property Insurance	Improvements & Betterments
Workers' Compensation	Statutory Coverage (see attached)

1.29 Worker's Compensation Insurance

1.29.1 Definitions:

1.29.1.1 **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, DWC-81, DWC-82, DWC-83, or DWC-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.

1.29.1.2 **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.

1.29.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under 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, subcontractor, 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" includes, 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.

1.29.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing 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.

- 1.29.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 6 above.
- 1.29.4 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.
- 1.29.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - 1.29.5.1 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
 - 1.29.5.2 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 ends during the duration of the project.
- 1.29.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 1.29.7 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.
- 1.29.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers’ Compensation, 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.
- 1.29.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
 - 1.29.9.1 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.
 - 1.29.9.2 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.
 - 1.29.9.3 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.
 - 1.29.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
 - 1.28.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
 - 1.28.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
 - 1.29.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
 - 1.29.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - 1.29.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 1.29.1 – 1.29.9., with the certificates of coverage to be provided to the person for whom they are providing services.
- 1.29.10 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 of

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.

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

1.30 Pre-Proposal Conference

A Pre-Proposal Conference will be held on Thursday, January 16, 2014 at 10:00 am CST at the Jefferson County Correctional Facility located at 5030 Highway 69 South, Beaumont, TX 77705.

1.31 Delivery of Proposals

All proposals are to be delivered by 11:00 AM CST, Tuesday, February 4, 2014, to:

**Jefferson County Purchasing Department
Attention: Deborah L. Clark, Purchasing Agent
1149 Pearl Street, First Floor
Beaumont, Texas 77701**

Courthouse Security: Bidders are advised that all visitors to the Courthouse must pass through Security. Bidders planning to hand deliver bids must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal. Mondays and Tuesdays are particularly heavy days. Bidders are strongly urged to plan accordingly.

County Holidays – 2014:

January 1	Wednesday	New Year's Day
January 20	Monday	Martin Luther King, Jr. Day
February 17	Monday	President's Day
April 18	Friday	Good Friday
May 26	Monday	Memorial Day
July 4	Friday	Independence Day
September 1	Monday	Labor Day
November 11	Tuesday	Veterans Day
November 27-28	Thursday-Friday	Thanksgiving
December 25-26	Thursday-Friday	Christmas

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

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

Offeror must submit one (1) original and seven (7) exact duplicate, numbered copies of the proposal (for a total of eight (8)). Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names of Offerors will be read aloud.

Proposals are to be sealed and addressed to the Purchasing Agent with the proposal number and name marked on the outside of the envelope or box.

1.32 Questions

Questions may be emailed to Jamey West, Contract Specialist at jwest@co.jefferson.tx.us

1.33

Estimated Schedule of Events

Date	Action
January 6, 2014	Issuance of Request for Proposal
January 16, 2014	Informational Pre-Proposal Conference
February 4, 2014	Submission Deadline
February 10, 2014	Proposals distributed to Evaluation Committee
February 10 – 12, 2014	Evaluation Committee tabulates scoring and determines short list
February 19, 2014	Conduct Interview/Best and Final Offer/Short List
February 24, 2014	Recommendation for Award

2. Response Format

2.1 Introduction

Each proposal submitted in response to this RFP must be organized to correspond with those numbered sections of this RFP that require a response. Failure to arrange the proposal as requested may result in the disqualification of the proposal. Conciseness and clarity of content are emphasized and encouraged. Vague and general proposals will be considered non-responsive, and will result in disqualification. The response must be complete. Failure to provide the required information may result in the disqualification of the proposal. All pages of the proposal must be numbered and the proposal must contain an organized, paginated table of contents corresponding to the sections and pages of the proposal.

2.2 Organization of Proposal Contents

Each proposal must be organized in the manner described below.

- a. Transmittal Letter
- b. Executive Summary
- c. Table of Contents
- d. Offeror Identifying Information
- e. Offeror Personnel and Organization
- f. Project Requirements
- g. Cost Proposal
- h. Other information that may be helpful in the evaluation

2.3 Transmittal Letter

The Offeror must submit a transmittal letter that identifies the entity submitting the proposal, and includes a commitment by that entity to provide the services required by the County. The transmittal letter must state that the proposal is valid for ninety (90) days from the deadline for delivery of proposals to the County. Any proposal containing a term of less than ninety (90) days for acceptance will be rejected as non-responsive.

The transmittal letter must be signed by a person legally authorized to bind the Offeror to the representations in the response. In the case of a joint proposal, each party must sign the transmittal letter. The Offeror also must indicate, in its transmittal letter, why it believes that it is the most qualified Offeror to provide the services described in this RFP.

The transmittal letter must include a statement of acceptance of the terms and conditions of the contract resulting from this RFP. If Offeror takes exception to any of the proposed terms and conditions stated in this RFP, those exceptions must be noted in the transmittal letter. However, Offeror must realize that failure to accept the terms specified in this proposal may result in disqualification of the proposal.

The transmittal letter must include a statement of acceptance of the Standards of Performance for the contract resulting from this RFP.

2.4 Executive Summary

The Offeror must provide an executive summary of its proposal that asserts that the Offeror is providing in its response all of the requirements of this RFP. The executive summary must not exceed three (3) pages, and must represent a full and concise summary of the contents of the proposal. The executive summary must not include any information concerning the cost of the proposal. The Offeror must identify any services that are provided beyond those specifically requested. If the Offeror is providing services that do not meet the specific requirements of this RFP, but in the opinion of the Offeror are equivalent or superior to those specifically requested, any such differences must be noted in the executive summary. However, the Offeror must realize that failure to provide the services specifically required may result in disqualification of the proposal.

2.5 Table Of Contents

Each proposal must be submitted with a table of contents that clearly identifies and denotes the location of each title and subtitle of the proposal. Additionally, the table of contents must clearly identify and denote the location of all enclosures of the proposal. The table of contents must follow the RFP's structure as much as is practical.

2.6 Offeror Identifying Information

Offerors must provide the following identifying information:

- a. Name and address of business entity submitting the proposal;
- b. Type of business entity (i.e., corporation, partnership);
- c. Place of incorporation, if applicable;
- d. Name and location of major offices and other facilities that relate to the Offeror's performance under the terms of this RFP;
- e. Name, address, business and fax number of the Offeror's principal contact person regarding all contractual matters relating to this RFP;
- f. The Offeror's Federal Employer Identification Number, Jefferson County Vendor Number and Jefferson County Business License Number, if any;
- g. Full name and address for each member, partner, and employee of the Offeror (and any subcontractors) who will perform service's on this project; and
- h. A statement regarding the financial stability of the Offeror, including the ability of the Offeror to perform the functions required by this RFP and to provide those services represented by the Offeror in its response.

2.7 Conflict of Interest

Each Offeror must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFP. Examples of potential conflicts may include an existing business or personal relationship between the Offeror, its principal, or any affiliate or subcontractor, with the County or any other entity or person involved in any way in the project that is the subject of this RFP. Similarly, any personal or business relationship between the Offeror, the principals, or any affiliate or subcontractor, with any employee of the County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with state employees may be cause

for contract termination. The County will decide if an actual or perceived conflict should result in proposal disqualification.

Each Offeror must reveal any past or existing relationship between the Offeror, its principal, employees, or any affiliate or subcontractor, with any county agency, entity, county employee, or other person in anyway involved in the county's procurement and/or contracting processes. It shall be the sole prerogative of the County to determine if such relationship constitutes a conflict of interest.

By submitting a proposal in response to this RFP, all Offerors affirm that they have not given, nor intend to give, at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement.

**FAILURE BY OFFEROR TO INCLUDE ALL LISTED ITEMS
MAY RESULT IN THE REJECTION OF ITS PROPOSAL.**

3. Proposal Submittal

The Proposal is due *no later than 11:00 AM CST, Tuesday, February 4, 2014*, and shall include the following:

- Cover sheet identifying the contract/project being proposed, the name and address of Offeror, the date of the proposal, and the telephone and facsimile numbers of Offeror.
- An acknowledgment and/or response to each section of the proposal.
- Form of business (e.g., corporation, sole proprietorship, partnership); if corporation the date and state of incorporation.
- Identification of three (3) entities for which the Offeror is providing or has provided telephone services 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 Offeror 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 Offeror 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.
- Sample contract with compensation sections blank.
- One (1) original and seven (7) copies of the proposal should be mailed to delivered to:

Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
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.

4. Scope of Services

4.1 Objective

Jefferson County is requesting proposals from all qualified vendors with the capability of to install, operate, maintain, and service an integrated, networked, and managed Inmate Telephone Services System for the Jefferson County Correctional Facilities that include: The Jefferson County Correctional Facility, Downtown Jail, The Minnie Rogers Juvenile Justice Center, and The Jefferson County Women's Center. All four of these facilities are located in Beaumont, Texas area.

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; and
- Commission revenue to Jefferson County is maximized.

Jefferson County is seeking a single prime contractor with end-to-end responsibility for a turnkey 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.

4.2 Facilities

Proposals are requested for provision of local intra/interLATA service for the inmate telephone system at the following Jefferson County Correctional facilities:

- **Jefferson County Correctional Facility**

5030 Highway 69 South
Beaumont, TX 77705

The Jefferson County Correctional Facility is responsible for a correctional average daily population of approximately 850 inmates. The facility has the capability to house up to 1,268 inmates. The inmate population consists of pre-trial felons and misdemeanants, misdemeanants sentenced for a period not to exceed two years, and those felons sentenced to the County for a period of not to exceed two years. The inmate population is housed in a 1,268-bed direct supervision facility with a current population of approximately 850 inmates. The facility currently utilizes approximately (100) inmate telephones. The facility currently *does not* utilize calling cards.

- **Jefferson County – Downtown Jail**

1001 Pearl Street
Beaumont, TX 77701

The County's 500-bed maximum security downtown jail, with a population of approximately 150 inmates, is no longer used to house Jefferson County inmates. Jefferson County is in a lease contract with LaSalle Southwest Corrections (26228 Ranch Road 12, Dripping Springs, Texas 78620) for operations and management to house federal inmates and inmates from other counties in that facility. The facility currently utilizes approximately (63) inmate telephones. The Downtown currently *does not* utilize calling cards.

- **Minnie Rogers Juvenile Justice Center**

5326 Highway 69
Beaumont, TX 77705

The Minnie Rogers Juvenile Justice Center is responsible for a population of up to (48) juveniles. The center provides short term care in secure custody to juveniles who are charged with or adjudicated of an offense or offenses against the laws of the State of Texas or another state. The facility currently utilizes approximately (6) inmate telephones. The facility currently *does not* utilize calling cards.

- **Jefferson County Women's Center**

145 S. 11th Street
Beaumont, TX 77702

The Jefferson County Women's Center is responsible for a population of approximately (60) offenders. The Center's population consists of adult female felon offenders on probation. The length of stay is (3-24) months. The facility currently utilizes approximately (2) inmate telephones. The facility currently *does* use calling cards. The current inmate telephone system in place accepts only calling cards from the current service provider; however the calling cards utilized may be used on most other (outside) telephone systems.

4.3 2013 Call Count Data

Jefferson County Correctional Facility, Downtown Jail, & Minnie Rogers Juvenile Justice Center

Calls, Minutes, Revenue by Rate Type 12 months (November 2012 - October 2013)

Jefferson Cnty TX-Correctional

Rate Type	Calls	Minutes	Revenue
Interlata	4,688	52,704	\$36,021.01
Interstate	2,578	28,556	\$21,484.37
Intralata	1,494	17,309	\$10,910.06
Local	56,731	679,172	\$224,087.45
Grand Total	65,491	777,741	\$292,502.89

Jefferson Cnty TX-Downtown Jail

Rate Type	Calls	Minutes	Revenue
Interlata	8,990	107,951	\$73,224.82
International	28	368	\$287.76
Interstate	1,627	20,573	\$14,549.30
Intralata	1,635	20,015	\$12,437.84
Local	17,992	248,144	\$71,068.40
Grand Total	30,272	397,051	\$171,568.12

Jefferson Cnty TX-Minnie Rogers Juvenile

Rate Type	Calls	Minutes	Revenue
Intralata	6	60	\$40.02
Local	13	91	\$51.35
Grand Total	19	151	\$91.37

GRAND TOTAL

Rate Type	Calls	Minutes	Revenue
Interlata	13,678	160,655	\$109,245.83
International	28	368	\$287.76
Interstate	4,205	49,129	\$36,033.67
Intralata	3,135	37,384	\$23,387.92
Local	74,736	927,407	\$295,207.20
Grand Total	95,782	1,174,943	\$464,162.38

Jefferson County Women's Center

Revenue Periods: December 2012 through November 7, 2013

Revenue Stratification Report for A300260 - JEFFERSON COUNTY RESTITUTION #2 (Jefferson County Women's Center)

Collect Revenue Periods: 201212 - 201311																			
Facility / Account Number	ADP	Total Revenue	Total Call Duration (minutes)	Total Call Count	Calls per Inmate per Day	Months	Days	Facility Name	Call Type	Revenue	Average Daily Revenue	Percentage of Total Revenue	Call Duration (minutes)	Average Call Duration (minutes)	Percentage of Total Call Duration	Call Count	Average Daily Call Count	Percentage of Total Call Count	
F004321		\$1,386.13	2,029	178	0.01	9	270	JEFFERSON COUNTY RESTITUTION #2	Interdata IntraState	\$52.28	\$0.19	3.8 %	41	10	2.0 %	4	4	0	2.2 %
A300260		\$1,386.13	2,029	178				JEFFERSON COUNTY RESTITUTION #2	Interdata IntraState	\$1,287.34	\$4.77	92.9 %	1,986	11	95.4 %	164	0	0	92.1 %
F004321								JEFFERSON COUNTY RESTITUTION #2	Local In State	\$46.50	\$0.17	3.4 %	52	5	2.6 %	10	0	0	5.6 %

Prepaid Card Revenue Periods: 201212 - 201311																			
Facility / Account Number	ADP	Total Revenue	Total Call Duration (minutes)	Total Call Count	Calls per Inmate per Day	Months	Days	Facility Name	Call Type	Revenue	Average Daily Revenue	Percentage of Total Revenue	Call Duration (minutes)	Average Call Duration (minutes)	Percentage of Total Call Duration	Call Count	Average Daily Call Count	Percentage of Total Call Count	
F004321		\$2,189.00	3,971	865	0.04	12	360	JEFFERSON COUNTY RESTITUTION #2	Interdata IntraState	\$43.50	\$0.12	2.0 %	76	4	1.9 %	16	0	0	1.8 %
A300260		\$2,189.00	3,971	865				JEFFERSON COUNTY RESTITUTION #2	Interdata IntraState	\$1,555.50	\$4.27	70.1 %	2,830	5	71.3 %	532	1	1	61.5 %
F004321								JEFFERSON COUNTY RESTITUTION #2	Interdata IntraState	\$199.00	\$0.55	9.1 %	360	5	9.1 %	72	0	0	8.3 %
F004321								JEFFERSON COUNTY RESTITUTION #2	Local In State	\$411.00	\$1.14	18.8 %	705	2	17.8 %	245	0	0	28.3 %

5. Guidelines and Specifications

5.1 General

- 5.1.1 Proposer shall meet all Jefferson County requirements for inmate telephones as outlined in this RFP and as required to applicable law and regulations.
- 5.1.2 The selected vendor shall be capable of handling all local and long distance services originating from inmate telephones.
- 5.1.3 The selected vendor shall pay any and all costs to terminate the currently existing interLATA long distance telephone service being provided to County inmate telephones, and to put awarded vendor's system in place.
- 5.1.4 The selected vendor shall provide twenty-five (25) PCS/cellular telephones at no cost to the County, as described herein. (Section 6.2.10)
- 5.1.5 The selected vendor must comply with all state and federal laws and regulatory requirements.
- 5.1.6 The selected vendor must be prepared to install the inmate telephones.

5.2 Rate Structure, Commissions, and Bonuses

- 5.2.1 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.
- 5.2.2 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 uncollectibles. 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.

- 5.2.3 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 four (4) checks, one for each of the following:

- Inmate telephones at the Jefferson County Correctional Facility;
- Inmate telephones at the Jefferson County Downtown Jail
- Inmate telephones at the Minnie Rogers Juvenile Facility
- Inmate telephones at the Jefferson County Women's Center

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
- Total gross billables.

- 5.2.4 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.
- 5.2.5 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.
- 5.2.6 The awarded vendor shall provide the same clarity and quality comparable to that of primary carriers.
- 5.2.7 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.
- 5.2.8 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.
- 5.2.9 Any change in tariff (increase or decrease) not approved by Jefferson County in advance of the change may be grounds for termination.

6. Requested Responses and Information

6.1 Compensation, Rates/Cost to End Customer, and Payment Procedures

- 6.1.1 The term “you” or “your” is used herein to refer to the proposer.
- 6.1.2 Identify a contact and an alternate whom you designate as the person(s) to be contacted with regarded to this RFP on your behalf.
- 6.1.3 State the percentage of gross billable revenue you offer Jefferson County as commission.
- 6.1.4 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.
- 6.1.5 State the rates and charges that could be charged by your company for each of the following calls from a Jefferson County inmate telephone:

6.1.5.1 A local call.

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

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

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

6.1.6 State whether you acknowledge and understand that commissions must be paid on a monthly basis by four (4) checks, one each for each of the following:

- Inmate telephones at the Jefferson County Correctional Facility;
- Inmate telephones at the Jefferson County Downtown Jail
- Inmate telephones at the Minnie Rogers Juvenile Facility
- Inmate telephones at the Jefferson County Women's Center

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

6.1.7 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.

6.1.8 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.

6.1.9 State whether you acknowledge and understand the County desires 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 proposal.

6.1.10 State whether you understand that the County desires cellular telephones to be provided as part of the offering from the awarded vendor (see Section 4.3.4 for specifications).

6.2 Minimum Technical Specifications/Requirements

6.2.1 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.

6.2.2 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.

6.2.3 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.

6.2.4 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.

- 6.2.5 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.
- 6.2.6 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.
- 6.2.7 The inmate telephones must allow only collect, outgoing calls. No third-party numbers or credit card calls will be allowed.
- 6.2.8 Describe how calls will be processed for collect, station-to-station calls in a step-by-step manner in a centralized inmate telephone system.
- 6.2.9 Describe how you will provide international calling from the inmate telephones.
- 6.2.10 Jefferson County is requesting that the successful proposer provide twenty-five (25) PCS/cellular telephones (County approved) with six hundred (600) minutes of usage per cellular telephone each month and nationwide coverage at no cost to Jefferson County as part of this contract.
- 6.2.11 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.
- 6.2.12 **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, for a total of four (4) TDD devices.**
- 6.2.13 The system shall provide free local calls to Public Defenders.
- 6.2.14 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.
- 6.2.15 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 the duration of the contract. 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. All call data will be made available to the county at the end of the contract on electronic media.
- 6.2.16 All telephone instruments shall be line powered. UPS back-up of one (1) hour shall be required.

7. Installation and Implementation Requirements

7.1 General Information

- 7.1.1 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.
 - 7.1.1.1 The Contractor shall identify the location of the nearest permanently assigned service technician responsible for both inmate telephone system and coin telephone repairs.
 - 7.1.1.2 The Contractor shall explain how repair calls are routed and tracked and the maximum response time involved in each repair/service.
- 7.1.2 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.
- 7.1.3 The Contractor shall assume responsibility for the installation of equipment in accordance with the specifications contained in the manufacturer's installation instructions.
- 7.1.4 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.
- 7.1.5 The Contractor shall install additional telephones as required by the County.
 - 7.1.5.1 This shall include expansion to existing and new facilities under construction or to be constructed during the life of the contract.
 - 7.1.5.2 Any additional telephones installed shall be at no cost to the County.
- 7.1.6 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.
- 7.1.7 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.
 - 7.1.7.1 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.

7.2 Implementation Plan

- 7.2.1 **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.

- 7.2.2 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.
- 7.2.3 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:
- 7.2.3.1 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.
- 7.2.3.2 Jefferson County shall conduct an arrest warrant search to detect any outstanding warrants or recent violent or drug-related crimes or history of such.
- 7.2.4 The Contractor shall provide an implementation plan to the County within ten (10) days after award of the contract.
- 7.2.4.1 **The Contractor, after approval of the implementation plan, shall complete the installation within thirty (30) days of notification to proceed.**
- 7.2.4.2 The implementation plan shall include a complete schedule of events in narrative and critical path/chart form.
- 7.2.4.3 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.

7.3 Installation and Cabling Requirements

- 7.3.1 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.

7.3.2 **Jefferson County owns the existing cabling to the current telephone system.** The Contractor may utilize this cabling if compatible with the system being installed.

7.3.2.1 If additional cabling is required in the installation process, Contractor shall pay all costs, including labor, to install and purchase new cable.

7.3.2.2 All cable shall be marked clearly and legibly at both ends, including defective pairs, and must meet all current standards.

7.3.2.3 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.

7.3.2.4 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.

7.3.2.5 The Contractor must coordinate with the local telephone company for the installation of telephone lines to the telephone units provided.

7.3.2.6 All expenses involved with the installation, monthly usage, and maintenance of the contractor-installed telephone lines shall be borne solely by the Contractor.

7.3.2.7 Existing lines may be reused (and is encouraged), as long as the Contractor transfers the account responsibility to its firm.

7.4 Clean-up and Removal of Debris

7.4.1 The Contractor shall clean up and remove all debris and packaging material resulting from the work as required by the County. Upon completion of the installation, the premises shall be left in order and ready for immediate use.

7.4.2 The Contractor shall restore to optimal condition any damage to County property caused by maintenance or installation personnel, including but not limited to, walls, ceilings, and floors.

8. Service and Maintenance Requirements

8.1 General

Information

- 8.1.1 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.
- 8.1.2 The Contractor shall provide its own or subscribe to the **Local Exchange Carrier Line Information Database** screening service.
- 8.1.3 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.
- 8.1.4 The Contractor shall provide telephone equipment personnel who are fully trained, manufacturer certified, and/or qualified on the equipment and software to be serviced.
 - 8.1.4.1 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 proposal.
 - 8.1.4.2 Contractor shall identify the location of the nearest permanently assigned service technician responsible for both inmate telephone repairs.
 - 8.1.4.3 Contractor shall explain how repair calls are routed and tracked and the maximum response time involved in each repair/service.
- 8.1.5 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.
- 8.1.6 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.

8.2 Maintenance Response Time

- 8.2.1 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 those four (4) hours, Monday through Friday, from the hours of 8:00 am to 5:00 pm CT.
- 8.2.2 For normal requests on weekends (from 5:00 pm CT Friday to 8:00 am CT Monday) and County holidays, the Contractor shall isolate and correct any problems within twelve (12) hours.
 - 8.2.2.1 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.

8.2.2.2 The proposed solution must meet with the satisfaction and agreement of the County.

8.2.3 A complete and currently updated list of contractor's/subcontractor's managers, administrators, technicians, etc., must be provided to the County.

8.2.3.1 This shall include a complete and currently updated list of business and cellular phone contact numbers.

8.2.3.2 The Contractor's management home and emergency phone numbers must also be furnished.

8.2.4 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.

8.3 Contractor Responsibilities

8.3.1 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.

8.3.2 All costs associated with upgrading equipment to meet applicable state tariff, federal tariff, and state utility commission requirements shall be paid by the Contractor.

8.3.3 Contractor shall pay all costs associated with upgrading and providing new equipment as new service technology is introduced into the industry.

8.3.4 Contractor shall be FCC registered and approved or exempt, and meet the state utility commission's minimum requirements.

8.3.5 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.

8.3.6 Contractor shall provide detailed information on how collections will be made in areas where local phone carriers **will not sign billing agreements**.

8.4 Voluntary Additional Services

8.4.1 Describe in detail any additional services, equipment, or options that are included as part of your proposal. Any additional services or equipment offered will be included in the evaluation process and included in the final contract for services with the Contractor.

8.4.2 An example of value added service and equipment would be biometric technology to identify and analyze inmate voices; thus giving County investigators the capability to quickly perform accurate call investigations. **Proposers: If including biometric technology in your proposals, be sure to include pricing in your proposal with and without this feature.**

8.4.3 Another example of value added service and equipment would be an automated telephone system that repeatedly notifies defendants of pending court appearances, times, and dates.

8.4.4 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.

9. Proposal Price Schedule

9.1 Gross Revenues

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

MONTHLY PERCENTAGE OFFERED: _____%

9.2 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

9.3 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

Proposer Must Return This Page With Proposal.

10. Project Requirements

10.1 Objective

Each proposal must include a detailed work plan that addresses how work for Jefferson County would be performed. It shall include detailed personnel assignments. A detailed description of major deliverables to be provided must also be included. In addition, the proposed work plan must contain provisions requiring review and approval by both the Jefferson County Executive and Jefferson County Commission.

The proposal must include a sample timeline for the completion of each major task included in the proposal to the extent practicable, as well as projected completion dates for each major activity required. All proposals submitted in response to this RFP become the property of Jefferson County.

10.2 Offeror Experience

The successful Offeror must demonstrate extensive experience in and understanding of the nature of research and analysis required in order to carry out the intent of this project.

The proposal must identify all key personnel who are to be part of the proposed consultant team and detail their experience. Jefferson County Commissioners' Court reserves the right to approve each member of the team and to request substitutions.

The Offeror must describe in detail the current and historical experience the Offeror and its subcontractors have that would be relevant to completing the project. The Offeror must provide descriptions and references for all engagements of comparable complexity and sensitivity to the requirements of this RFP that have been conducted within the past five (5) years. References must contain the name of key contacts and a telephone number.

The description of experience must be detailed and cover all relevant contracts that the Offeror and its subcontractors, as applicable, have had and all experience similar to this contract that qualifies the Offeror to meet the requirements of this contract. Included must be the names, titles, addresses, and current telephone numbers of organizations that may be contacted to verify qualifying experience. The Offeror must indicate whether the organizations so listed are included for the purpose of verifying the Offeror's qualifying experience, or the qualifying experience of its subcontractors. Each experience statement also must include the name and types of services directly provided by the Offeror under the contract, and whether the Offeror was the contractor or subcontractor.

The Offeror must briefly state why it believes its proposed services best meet the County's needs and RFP requirements, and the Offeror also must concisely describe any additional features, aspects, or advantages of its services in any relevant area not covered elsewhere in its proposal.

10.3 Offeror Personnel and Organization

The Offeror must provide resumes of all key personnel that will be involved in performing the project, and must provide for each person:

- a. Full name (including full middle name);
- b. An employment history;
- c. A specific description of relevant experience and skills that person has in connection with the conduct of financial advisory services that is the subject of this RFP (limit one page);
- d. A specific indication of what role the individual will have in this project; and
- e. Any additional helpful information to indicate the individual's ability to aid the Offeror in successfully performing the work involved in this RFP (limit to one page).

The resumes must present the required personnel in sufficient detail as to provide the County an indication that the personnel involved can perform the work specified in this RFP. All proposed personnel will be subject to the County approval.

Jefferson County is committed to using the selected Performance Review Company according to reasonable and well-planned timeframes, to the extent possible. Jefferson County is committed to making available its personnel in a similar manner to enable the Performance Review team able to perform its duties in a timely basis. Each Offeror is required to make a statement as to the availability of key personnel to Jefferson County when required.

The key personnel who are to work on this project, identified in the proposal as such, are considered to be essential to the services to be provided. No substitutions of key personnel following contract award will be made without the prior written consent of Jefferson County Commissioners' Court. All requested substitutes must be submitted to the Jefferson County Commissioners' Court, or, together with their resumes, for approval.

Each of the successful Offeror's personnel is subject to removal from this project by Jefferson County Commissioners' Court. In addition, if the person removed is among the project's key personnel, the replacement must be approved by Jefferson County Commissioners' Court. All replacements of key personnel will be paid at the same rate as the person who was replaced, unless the rate normally charged by the replacement is lower, in which case the lower rate will be paid. All replacements of key personnel must be of equal or superior experience as the person replaced.

If applicable, each Offeror must provide a detailed statement setting forth the proposed hourly billing rate for all key personnel, and for each additional staff member to be assigned to the project. The hours each of the key personnel and other staff members are projected to work on the project.

Each Offeror must provide any equipment, software, or data communication lines required by the successful Offeror's personnel to complete the work specified in this document. Each Offeror also must identify any personnel related through blood or marriage to the County or to any current employee of the County.

Each Offeror must provide an organizational chart covering the services offered in its proposal, indicating lines of authority, names, titles, and functions of individuals assigned. The Offeror must assign a contact person to the project.

11. Proposal Evaluation and Selection Process

11.1 Introduction

The proposal evaluation and selection process is detailed in this section, as are other factors, and the format in which the cost response of each proposal must be submitted.

11.2 Cost Proposal

The Offeror must utilize the form provided in Appendix A in its submission of a cost proposal in response to this RFP. The cost proposal must be included in each copy of the proposal. Any reworked version of Appendix A that is intended to be a substitute for Appendix A, that is provided by a Offeror may be determined as non-responsive, and may result in the proposal's disqualification.

11.3 Proposal Evaluation and Selection

Prior to the receipt of proposals, the County will establish an Evaluation Committee. The Committee is expected to include representatives from: Jefferson County Correctional Facility, Jefferson County Auditor's Office, Jefferson County Commissioners, Jefferson County Judge's Office.

11.4 Evaluation Criteria and Factors

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

Proposals 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 Proposal	0-20	Understanding of process, completeness and compliance of the proposal.
Commissions	0-40	Commissions to be paid to the County (including commissions and bonuses)
Experience and Financial History	0-15	Proposer's financial history and stability

The Evaluation Committee shall then independently score all remaining proposals based upon the evaluation factors detailed herein. Upon completion of the scoring, the Committee may recommend short-listing the proposals 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 oral presentations from qualified Offerors, carry out contract negotiations for the purpose of obtaining best and final offers, and conduct detailed reference checks on the short listed proposers.

Any invitation for an oral presentation will be solely for the purpose of clarifying proposals received from each qualifying Offeror, and will not represent any decision on the part of the Evaluation Committee as to the selection of a successful Offeror.

Upon completion of their review and any oral presentations, the Evaluation Committee will convene one or more times to discuss the proposals as a group. Each Evaluation Committee member will individually score each proposal independently. Jefferson County Purchasing Department will collect all scores and aggregate the scores of all Committee members. The Purchasing Department will then prepare a report identifying the proposal that scored the highest in the selection process according to the evaluation criteria described in this RFP and make a recommendation to the Commissioners' Court.

Upon the selection of an apparent successful Offeror, the Court shall select a negotiation team who will proceed with contract negotiations and attempt to finalize a written contract with the apparent successful Offeror. If a contract cannot be successfully negotiated within a reasonable period of time, negotiations will be terminated, and negotiations with the next highest-ranking Offeror may commence. This process may continue until a contract is signed or the RFP is withdrawn. However, the County may, in its sole judgment and at any time upon failure of negotiations, choose to reissue or withdraw the RFP rather than continue with negotiations. A notice of award will be sent to all Offerors immediately following execution of a written contract.

Key staff of the County will be available to the successful Offeror on a reasonable basis, but may not be available on holidays or weekends.

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 proposals, 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 proposals, 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 awarded the contract.

11.5 Rejection of Proposals

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

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

11.6 Acceptance of Proposals

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

11.7 Request for Clarification of Proposals

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

11.8 Validity of Proposals

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

Non-Disclosure Agreement

In consideration of Jefferson County retaining the services of a consultant and because of the sensitivity of certain information which may come under the care and control of Consultant, both parties agree that all information regarding the County or any selected County agency subject to this Contract; or gathered, produced, or derived from this project (Confidential Information) must remain confidential subject to release only by permission of the County, and more specifically agree as follows:

Media releases pertaining to this RFP and/or any resulting contract, or the services to which they relate, will not be made without the prior written consent of the County, and then only in accordance with explicit written instructions from the County. The disclosure of the contents of proposals prior to the award of a contract under this RFP, or any other violation of this section, may result in disqualification.

1. The Information may be used by Consultant only to assist Consultant in connection with its engagement with the County.
2. Consultant will not, at any time, use the Information in any fashion, form, or manner except in its capacity as independent consultant to the County.
3. Consultant agrees to maintain the confidentiality of any and all deliverables resulting from this Contract in the same manner that it protects the confidentiality of its own proprietary products of like kind.
4. The Information may not be copied or reproduced without the County's written consent.
5. All materials made available to Consultant, including copies thereof, must be returned to County upon the first to occur of; (a) completion of the project, or (b) request by the County.
6. The foregoing must not prohibit or limit Consultant use of the information (including, but not limited to, ideas, concepts, know-how, techniques and methodologies) (a) previously known to it, (b) independently developed by it, (c) acquired by it from a third party, or (d) which is or becomes part of the public domain through no breach to Consultant of this agreement.
7. This agreement shall become effective as of the date Information is first made available to Consultant and must survive the contract and be a continuing requirement.
8. The breach of this Nondisclosure Agreement by Consultant shall entitle the County to immediately terminate the Agreement upon written notice to Contractor for such breach. The parties acknowledge that the measure of damages in the event of a breach of this Nondisclosure Agreement may be difficult or impossible to calculate, depending on the nature of the breach. Regardless of whether the County elects to terminate the Agreement upon the breach hereof, the County may require Consultant to pay to the County the sum of \$1,000 for each breach as liquidated damages. This amount is not intended to be in the nature of a penalty, but is intended to be a reasonable estimate of the amount of damages to the County in the event of a breach hereof by Consultant. Comptroller does not waive any right to seek additional relief, either equitable or otherwise, concerning any breach of this Agreement.

[Printed Name of Consultant]

By: _____

Title: _____

Date: _____

Proposer Must Complete & Return This Page With Offer.

Vendor References

Please list at least three (3) companies or governmental agencies where the same or similar products and/or services as contained in this specification package were recently provided.

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

Proposer Must Complete & Return This Form With Offer.

Signature Page

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions? **Yes** **No**

This bid shall remain in effect for ninety (90) days from bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Bid, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other bidder or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the bidder nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to bid or not to bid thereon.

Bidder (Entity Name)	Signature
Street & Mailing Address	Print Name
City, State & Zip	Date Signed
Telephone Number	Fax Number
E-mail Address	

Proposer Must Complete & Return This Page With Offer.

Conflict of Interest Questionnaire

For vendor or other person doing business with local government entity	
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY
<p>1. Name of person doing business with local governmental entity.</p>	
<p>2. <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="margin-left: 40px;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p>3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.</p>	
<p>4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.</p>	

Proposer Must Complete & Return This Form with Offer.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local government entity

5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receive or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local government entity?

Yes No

C. Is the filer of the questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each affiliation or business relationship:

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

7.

Signature of person doing business with the governmental entity

Date

Proposer Must Complete & Return This Form With Offer.

Good Faith Effort (GFE)

DETERMINATION CHECKLIST

This information must be submitted with your bid.

Instructions: In order to determine if a “Good Faith Effort” was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/ Consultant’s bid. This list contains the **minimum** efforts that should be put forth by the Prime Contractor/Consultant when attempting to achieve or exceed the goals of HUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUB Subcontractor participation beyond what is listed below.

Did the Prime Contractor/Consultant . . .

- Yes No 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?
- Yes No 2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?
- Yes No 3. **Provide** HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the Prime Contractor/Consultant’s organization)?
- Yes No 4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?
- Yes No 5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?
- Yes No 6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

If “No” was selected, please explain and include any pertinent documentation with your bid.

If necessary, please use a separate sheet to answer the above questions.

Printed Name of Authorized
Representative

Signature

Title

Date

Proposer Must Return This Form With Offer.

Notice of Intent (NOI) to Subcontract with Historically Underutilized Business (HUB)

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).

Yes No

Instructions for Prime Contractor/Consultant: Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract. Please submit one form for each HUB Subcontractor/ Subconsultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: _____ HUB: p Yes p No

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____

Prime Contract Amount: \$ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: Tx. Bldg & Procurement Comm. Jefferson County Tx Unified Certification Prog.

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Printed Name of Contractor Representative Signature of Representative Date

Printed Name of HUB Signature of Representative Date

NOTE: NOTHING ON THIS NOTICE OF INTENT FORM IS INTENDED TO CONFER ANY RIGHTS, EXPRESSED OR IMPLIED, TO ANY THIRD PARTIES.

Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

Proposer Must Return This Form With Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 1 OF 4

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).

Yes No

Prime Contractor: _____ HUB: Yes No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____ IFB/RFP No.: _____

Total Contract: \$ _____ Total HUB Subcontract(s): \$ _____

Construction HUB Goals: 12.8% MBE:: _____ % 12.6% WBE: _____ %

Sub-goals: 1.7 African-American, 9.7% Hispanic, 0.7% Native American, 0.8% Asian American.
Use these goals as a guide to diversify.

FOR HUB OFFICE USE ONLY:

Verification date HUB Program Office reviewed and verified HUB Sub information Date: _____ Initials: _____

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: Texas Bldg & Procurement Comm. Texas Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Proposer Must Return This Form With Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 2 OF 4

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet

(Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: Tx. Bldg & Procurement Comm. Jefferson County Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: Tx. Bldg & Procurement Comm. Jefferson County Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

**All HUB Subcontractor Participation may be verified with the
HUB Subcontractor(s) listed on Part I.**

Proposer Must Return This Form With Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 3 OF 4

PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS

Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

Our firm was unable to meet the HUB goals for this project for the following reasons:

- All subcontractors to be utilized are "Non-HUBs." (Complete Part III)
- HUBs were solicited but did not respond.
- HUBs solicited were not competitive.
- HUBs were unavailable for the following trade(s):
- Other: _____

Was the Jefferson County HUB Office contacted for assistance in locating HUBs? Yes No

PART III: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTS

The bidder shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors the bidder selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that bidder is the apparent low bidder. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided **immediately** after their selection.

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Proposer Must Return This Form With Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

I hereby certify that I have read the *HUB Program Instructions and Information*, truthfully completed all applicable parts of this form, and **attached any necessary support documentation as required**. I fully understand that intentionally falsifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

Contact person that will be in charge of invoicing for this project:

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

Proposer Must Return This Form With Offer.

Residence Certification/Tax Form

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

- (3) "Nonresident bidder" refers to a person who is not a resident.
- (4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

- I certify that _____ [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.
- I certify that _____ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____ (city and state).

Taxpayer Identification Number (T.I.N.):	
Company Name submitting bid/proposal:	
Mailing address:	
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

Property: List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**

* This is the property amount identification number assigned by the Jefferson County Appraisal District.
 ** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

Proposer Must Complete & Return This Form With Offer.

Bid Affidavit

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the specifications and the Notice to Bidders.

STATE OF _____ COUNTY OF _____

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

on this day personally appeared _____, who
(name)

after being by me duly sworn, did depose and say:

"I, _____ am a duly authorized officer of/agent
(name)
for _____ and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said _____.
(name of firm)

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

Name and address of bidder: _____

Fax: _____ Telephone# _____

by: _____ Title: _____
(print name)

Signature: _____

SUBSCRIBED AND SWORN to before me by the above-named _____ on

this the _____ day of _____, 2014.

Notary Public in and for
the State of _____

Proposer Must Return This Page With Offer.