



**THE COUNTY OF GALVESTON**

**RUFUS G. CROWDER, CPPO CPPB**  
PURCHASING AGENT

**COUNTY COURTHOUSE**  
722 Moody (21<sup>st</sup> Street)  
Fifth (5<sup>th</sup>) Floor  
GALVESTON, TEXAS 77550  
(409) 770-5371

**GWEN MCLAREN, CPPB**  
ASST. PURCHASING AGENT

November 22, 2016

Global Tel Link Corporation  
Corby Kenter  
12021 Sunset Hills, Rd., Ste. 100  
Reston, VA 20190

**RE: RFP #B162006 Inmate Telephone & Inmate Video Visitation System  
Contract #CM16191**

Dear Mr. Kenter,

At our regular meeting of the Galveston County Commissioners' Court on November 22, 2016, Global Tel Link Corporation was awarded the contract associated with RFP #B162006 Inmate Telephone & Inmate Video Visitation System. Prior to receiving the notification to proceed, please forward all required documents as requested in the bid or proposal instructions.

Invoices are to be sent to the following address:

Galveston County Auditor's Office  
P.O. Box 1418  
Galveston, Texas 77553

If you have any questions, please feel free to call.

CONGRATULATIONS and we look forward to doing business with your company!

Sincerely,

A handwritten signature in black ink, appearing to read "Rufus G. Crowder", with a long horizontal flourish extending to the right.

Rufus G. Crowder, CPPO CPPB  
Purchasing Agent  
Galveston County

**GALVESTON COUNTY  
PURCHASING DEPARTMENT**



**REQUEST FOR PROPOSAL**

**RFP #B162006**

**INMATE TELEPHONE & INMATE VIDEO  
VISITATION SYSTEM**

**PROPOSAL DUE DATE: 08/17/2016**

**2:00 P.M.**

***Rufus Crowder, CPPO, CPPB  
Purchasing Agent  
Galveston County  
722 Moody (21<sup>st</sup> Street)  
Fifth (5<sup>th</sup>) Floor  
Galveston, Texas 77550  
(409) 770-5372***



**RFP #B162006**  
**OPEN: 08/17/2016**  
**TIME: 2:00 P.M.**

## **REQUEST FOR PROPOSAL**

### **INMATE TELEPHONE & INMATE VIDEO VISITATION SYSTEM**

Sealed proposals in sets of six (6), one (1) original and five (5) copies, will be received in the office of the Galveston County Purchasing Agent until 2:00 P.M CST, on Wednesday, August 17, 2016, and opened immediately in that office in the presence of Galveston County Auditor and the Purchasing Agent. Sealed proposals are to be delivered to Rufus G. Crowder, CPPO CPPB, Galveston County Purchasing Agent at the Galveston County Courthouse, 722 Moody, (21<sup>st</sup> Street), Floor 5, Purchasing, Galveston, Texas 77550, (409) 770-5372. The time stamp clock located in the Purchasing Agent's office shall serve as the official time keeping piece for this solicitation process. Any proposals received after 2:00 P.M. on the specified date will be returned unopened.

#### **Purpose:**

Galveston County is seeking a vendor to provide Inmate Telephone & Inmate Video Visitation Systems for use in its correction facilities.

All proposals must be marked on the outside of the envelope:

**RFP #B162006**

**INMATE TELEPHONE & INMATE VIDEO VISITATION SYSTEM**

Proposer's name, return address, and the enclosed label should be prominently displayed on the proposal package for identification purposes.

Specifications can be obtained on application at the office of the Galveston County Purchasing Agent, located in the Galveston County Courthouse, 722 Moody, (21<sup>st</sup> Street), Floor 5, Purchasing, Galveston, Texas, 77550, or by visiting the Galveston County website @ <http://www.galvestoncountytexas.gov/pu/Pages/BidListings.aspx>.

Proposal prices shall be either lump sum or unit prices as shown on proposal bid sheets, if applicable. The net price shall be delivered to Galveston County, including all freight, shipping, and license fees. Galveston County is tax exempt and no taxes should be included in proposal pricing.

Upon satisfaction of contractual terms (e.g., goods delivered in promised condition, services rendered as agreed, etc.), contractor shall be paid via Galveston County's normal accounts payable process.

**A pre-proposal conference and walk-through is scheduled for 10:00 a.m., Wednesday, July 20, 2016 in the Purchasing Department, Galveston County Courthouse, 722 Moody (21<sup>st</sup> Street), Fifth (5<sup>th</sup>) Floor, Galveston, Texas, 77550.**

#### **Bonding Requirements:**

No bonding is required with this Request for Proposal.

The Galveston County Commissioners' Court reserves the right to waive any informality and to reject any and all proposals, and to accept the proposal which, in its opinion, is most advantageous to Galveston County with total respect the governing laws.

Rufus G. Crowder, CPPO CPPB  
Purchasing Agent  
Galveston County

# INMATE TELEPHONE & INMATE VIDEO INSTALLATION SYSTEM GALVESTON COUNTY, TEXAS

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## INMATE TELEPHONE & INMATE VIDEO INSTALLATION SYSTEM GALVESTON COUNTY, TEXAS

### 1. PROPOSAL PACKAGE

The request for proposal, general and special provisions, drawings, specifications/line item details, contract documents and the proposal sheet are all part of the proposal package. **Proposals must be submitted in sets of six (6), one (1) original and five (5) copies** on the forms provided by the County, including the proposal sheets completed in their entirety and signed by an authorized representative by original signature, if County forms are provided. Failure to complete and sign the proposal sheets/contract page(s) may disqualify the proposal from being considered by the Commissioners Court. Any individual signing on behalf of the proposer expressly affirms that he or she is duly authorized to tender this proposal and to sign the proposal sheet/contract under the terms and conditions in this proposal and to bind the proposer to the terms of this request for proposal and proposer's response thereto. Proposer further understands that the signing of the contract shall be of no effect unless subsequently awarded and the contract properly executed by the Commissioners' Court. All figures must be written in ink or typed. Figures written in pencil or with erasures are not acceptable. However, mistakes may be crossed out, corrections inserted, and initialed in ink by the individual signing the proposal. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. Each proposer is required to thoroughly review this entire proposal packet to familiarize themselves with the proposal procedures, the plans and specifications for the requested work as well as the terms, and conditions of the contract the successful proposer will execute with the County.

### 2. PROPOSER'S RESPONSIBILITY

The Proposer must affirmatively demonstrate its responsibility. The Proposer must also meet the following minimum requirements:

- A. have adequate financial resources or the ability to obtain such resources as required;
- B. be able to comply with all federal, state, and local laws, rules, regulations, ordinances and orders regarding this Request for Proposal;
- C. have a satisfactory record of performance;
- D. have a satisfactory record of integrity and ethics;
- E. and be otherwise qualified and eligible to receive an award.

### 3. TIME FOR RECEIVING PROPOSALS

Proposals may be submitted by mail or hand delivery and must be submitted to the Galveston County Purchasing Agent. If by delivery, the proposer must deliver to the reception desk in the County Purchasing Agent's Office. The delivery and mailing instructions for the Galveston County Purchasing Agent are the following:

**Rufus Crowder, CPPO CPPB,  
Galveston County Purchasing Agent  
722 Moody, Fifth (5<sup>th</sup>) Floor  
Galveston, Texas 77550**

Proposals will **not** be accepted by facsimile transmission or by electronic mail (email) unless superseded by instructions within the Special Provisions of this solicitation. Proposals must be received by the County

## INMATE TELEPHONE & INMATE VIDEO INSTALLATION SYSTEM GALVESTON COUNTY, TEXAS

Purchasing Agent on or before the deadline for the opening of the proposals. For clarity, mailing date/postmark is **not** sufficient – proposals **must be received** by the County Purchasing Agent on or before the deadline. Late proposals will not be accepted and will be returned to the proposer unopened. Proposals received prior to the submission deadline will be maintained unopened until the specified time for opening.

The County Purchasing Agent will accept proposals from 8:00 a.m. to 5:00 p.m. on each business day up to the submission deadline. Business days do not include Saturdays and Sundays, and do not include other days in which the County is closed for business in observance of holidays or for other reason.

The time-stamp clock within the County Purchasing Agent's Office shall be the official time-clock for the purposes of this solicitation and thus shall be the determinant of whether the proposal was timely received.

**The Proposer should prominently identify the procurement number and name on the outside of the envelope/ mailing package.** A label shall be provided for this purpose and usage of the label is preferred. If the proposer fails to identify the Proposal on the outside of the envelope as required, the Purchasing Agent will open the envelope for the sole purpose of identifying the proposal number for which the submission was made. The envelope will then be resealed. No liability will attach to a County office or employee for the premature opening of a proposal.

If you do not submit a proposal, return this Request for Proposal and state reason, otherwise your name may be removed from the Purchasing Agent's mailing list.

#### 4. **COMPETITIVENESS, INTEGRITY, INQUIRIES AND QUESTIONS**

To prevent biased evaluations and to preserve the competitiveness and integrity of the procurement, **proposers are to direct all communications regarding this request for proposal to the Galveston County Purchasing Agent**, unless otherwise specifically noted.

**Do not contact the requesting department.** Attempts by offering firms to circumvent this requirement will be viewed negatively and may result in rejection of the bid/proposal of the firm found to be in non-compliance.

**All questions regarding this Request for Proposal must be submitted in writing to:**

**Rufus Crowder, CPPO CPPB, Purchasing Agent**  
722 Moody  
Fifth (5<sup>th</sup>) Floor  
Galveston, Texas 77550  
Fax: (409) 621-7997  
E-mail: [rufus.crowder@co.galveston.tx.us](mailto:rufus.crowder@co.galveston.tx.us)

All questions received and the responses thereto will be mailed, emailed, or faxed to all prospective proposers. No inquiries except clarification of instructions will be addressed by telephone. Proposer is advised to carefully review this Request for Proposal - it provides specific information necessary to aid participating firms in formulating a thorough response. Proposer's failure to examine all documents shall not entitle the proposer to any relief from the conditions imposed in the Request for Proposal and the resultant contract.

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**An authorized person from the proposer must sign the proposal.** This signatory must be a person from the submitting firm who is duly authorized to tender and sign the proposal on behalf of the proposer and to bind the proposer to the terms and conditions of this request for proposal, the response, and all other terms and conditions of the contract. By this signature, the proposer further acknowledges that the proposer has read the proposal documents thoroughly before submitting a proposal and will fulfill the obligations in accordance to the terms, conditions, and specifications herein.

**5. PROPOSAL OPENING**

Only the names of proposers will be read at the opening. The Purchasing Agent will examine proposals promptly and thoroughly. No proposal may be withdrawn for a period of sixty (60) calendar days of the proposal opening date.

**6. COMMISSIONERS' COURT**

No contract is binding on the County until it is properly placed on the Commissioners' Court agenda, approved in open Court, authorized to be executed by the County Judge, and fully executed by both parties.

Department heads and elected officials are not authorized to enter into any type of agreement or contract on behalf of the County. Only the Commissioners' Court acting as a body may enter into a contract on behalf of and contractually bind the County. Additionally, department heads and elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services.

Supplemental agreements are subject to review by the County Legal Department prior to being accepted and signed by the County's authorized representative.

**7. REJECTION OF PROPOSALS/DISQUALIFICATION**

Galveston County, acting through its Commissioners' Court, reserves the right to: 1.) reject any and all proposals in whole or in part received by reason of this request for proposal, 2.) waive any informality in the proposals received, 3.) disregard the proposal of any proposer determined to be not responsible, and/or 4.) discontinue its efforts for any reason under this proposal package at any time prior to actual execution of contract by the County.

Proposers may be disqualified and rejection of proposals may be recommended to the Commissioners' Court for any of (but not limited to) the following causes:

- a. Failure to use the proposal forms furnished by the County, if applicable;
- b. Lack of signature by an authorized representative of proposer;
- c. Failure to properly complete the proposal;
- d. Failure to meet the mandatory requirements of this request for proposal; and/or
- e. Evidence of collusion among proposers.

**8. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS**

It is the responsibility of the prospective proposer to review the entire invitation to proposal (request for proposal) packet and to notify the Purchasing Department if the specifications are formulated in a manner

## INMATE TELEPHONE & INMATE VIDEO INSTALLATION SYSTEM GALVESTON COUNTY, TEXAS

that would restrict competition or appear ambiguous. Any protest or question(s) regarding the specifications or proposal procedures must be received in the Purchasing Agent's Office not less than seventy-two (72) hours prior to the time set for proposal opening. Vendors are to submit proposal as specified herein or propose an approved equal.

**9. SUBSTITUTES/DESCRIPTION OF MATERIALS AND EQUIPMENT**

Any brand name or manufacturer reference used herein is intended to be descriptive and not restrictive, unless otherwise noted, and is used to indicate the type and quality of material. The term "or equal" if used, identifies commercially produced items that have the essential performance and salient characteristics of the brand name stated in the item description. All supplies, material, or equipment shall be new and of the most suitable grade for the purpose intended. It is not the County's intent to discriminate against any materials or equipment of equal merit to those specified. However, if Proposer desires to use any substitutions, prior written approval must be obtained from the County Purchasing Agent and sufficiently in advance to the submission deadline such that an addendum may be issued. All material supplied must be one hundred percent (100%) asbestos free. Bidder/Proposer, by submission of its bid/proposal, certifies that if awarded any portion of this procurement, the bidder/proposer will supply only material and equipment that is 100% asbestos free.

**10. EXCEPTIONS TO PROPOSAL**

The proposer will list on a separate sheet of paper any exceptions to the conditions of this request for proposal. This sheet will be labeled, "Exceptions to Proposal Conditions", and will be attached to the proposal. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

The Proposer must specify in its proposal any alternatives it wishes to propose for consideration by the County. Each alternative should be sufficiently described and labeled within the proposal and should indicate its possible or actual advantage to the program being offered.

The County reserves the right to offer these alternatives to other proposers.

**11. PRICING**

Proposals will be either lump sum or unit prices as shown on the proposal sheet. The net price will be delivered to Galveston County, including all freight or shipping charges.

Cash discount must be shown on proposal, otherwise prices will be considered net. Unless prices and all information requested are complete, proposal may be disregarded and given no consideration.

In case of default by the contractor, the County of Galveston may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the contractor, the difference between the price named in the contract of purchase order and the actual cost thereof to the County of Galveston. Prices paid by the County of Galveston shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent and the Commissioners' Court.

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**12. PROCUREMENT CARD (P-Card) PROGRAM**

The County of Galveston participates in a Procurement Card (P-Card) program that allows payments made to a vendor by credit card. This method normally results in substantially faster bill payments, sometimes within three (3) to five (5) days of the actual transaction date. If your company will accept payment via credit card (Visa, MasterCard), please note this in your proposal submittal.

**13. PASS THROUGH COST ADJUSTMENTS**

Except in instances of extreme extenuating circumstances Vendor prices shall remain firm throughout the Contract period and any renewals. Examples of extreme extenuating circumstances include such situations as a nationwide rail strike, oil shortage or oil embargo.

In extreme extenuating circumstances Vendors may be allowed to temporarily "pass through" additional costs they are forced to incur through no fault of their own. A request for a pass through cost increase will not be considered unless a Vendor's cost for his product exceeds 10% over the original cost for the product. Also, the increase in cost must be nationwide and consistent for a minimum period of sixty (60) days. Costs that historically are anticipated to rise over a period of time (for example only, such as wages or insurance costs) do not qualify for pass through. If a Vendor thinks he will be asking for a pass through cost adjustment during the term of the contract, then the original cost of the product to Vendor must be stated in Vendor's original proposal.

A request for a pass through cost does not guarantee that one will be granted. Vendors must submit such information on each request as is required by the County Purchasing Agent. The County Purchasing Agent will review each request on a case by case basis and determine the appropriateness of each request as well as amount and duration of increase. Vendors will not be permitted any additional compensation for mark-ups or profits based on the increase in price. Rather, such additional compensation will be limited to the actual increase in original cost to the Vendor as such increase is reflected by the original cost stated in the proposal. But in no event will the amount of additional compensation exceed 25% increase in Vendor's original cost for his product as such cost is reflected in Vendor's original proposal or the duration exceed a period of sixty (60) days. In addition, should, during the period of the pass through, cost return to normal or decrease to below pre pass through prices, appropriate downward adjustments will be made. No more than one pass through adjustment will be permitted per year.

**14. MODIFICATION OF PROPOSALS**

A proposer may modify a proposal by letter at any time prior to the submission deadline for receipt of proposals. Modification requests must be received by the County Purchasing Agent prior to the submission deadline. Modifications made before opening time must be initialed by proposer guaranteeing authenticity. Proposals may not be amended or altered after the official opening with the single exception that any product literature and/or supporting data required by the actual specifications, if any, will be accepted at any time prior to the Commissioners' Court considering of same.

**15. SIGNATURE OF PROPOSALS**

Each proposal shall give the complete mailing address of the Proposer and shall be signed by an authorized representative by original signature with the authorized representative's name and legal title typed below the signature line. Each proposal shall include the Proposer's Federal Employer Identification Number

## INMATE TELEPHONE & INMATE VIDEO INSTALLATION SYSTEM GALVESTON COUNTY, TEXAS

(FEIN). Failure to sign the contract page(s) and proposal response sheets may disqualify the proposal from being considered by the County. The person signing on behalf of the Proposer expressly affirms that the person is duly authorized to tender the proposal and to sign the proposal sheets and contract under the terms and conditions of this RFP and to bind the Proposer thereto and further understands that the signing of the contract shall be of no effect until it is properly placed on the Commissioners' Court agenda, approved in open Court, authorized to be executed by the County Judge, and fully executed by both parties.

### 16. AWARD OF PROPOSALS – EVALUATION CRITERIA AND FACTORS

The award will be made to the responsible proposer whose proposal is determined to be the lowest and best evaluated offer demonstrating the best ability to fulfill the requirements set forth in this Request for Proposal. **The proposed cost to the County will be considered firm and cannot be altered after the submission deadline, unless the County invokes its right to request a best and final offer.**

**“Lowest and best” means a proposal or offer providing the best value considering associated direct and indirect costs, including transport, maintenance, reliability, life cycle, warranties, and customer service after a sale.**

Each proposer, by submitting a proposal, agrees that if their proposal is accepted by the Commissioners' Court, such proposer will furnish all items and services upon which prices have been tendered and upon the terms and conditions in this proposal and contract.

The contractor shall commence work only after the transmittal of a fully executed contract and after receiving written notification to proceed from the County Purchasing Agent. The contractor will perform all services indicated in the proposal in compliance with this contract.

Neither department heads nor elected officials are authorized to sign any binding contracts or agreements prior to being properly placed on the Commissioners' Court agenda and approved in open court. Department heads and other elected officials are not authorized to enter into any type of agreement or contract on behalf of Galveston County. Only the Commissioners' Court, acting as a body, may enter into a contract on behalf of the County. Additionally, department heads and other elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the County Legal Department prior to being signed by the County's authorized representatives.

The County of Galveston reserves the right to accept proposals on individual items listed, or group items, or on the proposal as a whole; to reject any and all proposals; to waive any informality in the proposals; and to accept the proposal that appears to be in the best interest of the County. The selection process may, however, include a request for additional information or an oral presentation to support the written proposal.

In determining and evaluating the best proposal, the pricing may not necessarily be controlling, but quality, equality, efficiency, utility, general terms, delivery, suitability of the service offered, and the reputation of the service in general use will also be considered with any other relevant items. The Commissioners' Court shall be the sole judge in the determination of these matters.

The County reserves the right to reject any or all proposals in whole or in part received by reason of this

## INMATE TELEPHONE & INMATE VIDEO INSTALLATION SYSTEM GALVESTON COUNTY, TEXAS

RFP and may discontinue its efforts under this RFP for any reason or no reason or solely for the County's convenience at any time prior to actual execution of the contract by the County.

**A Proposer whose proposal does not meet the mandatory requirements set forth in this RFP will be considered noncompliant.**

The invitation to submit a proposal which appears in the newspaper, or other authorized advertising mediums, these general provisions, the special provisions which follow, any other specifications which follow, the proposal sheets, and any addenda issued are all considered part of the proposal.

Each proposer, by submitting a proposal, agrees that if its proposal is accepted by the Commissioners' Court, such proposer will furnish all items and services upon the terms and conditions in this RFP and the resultant contract.

Notice of contract award will be made within ninety (90) days of opening of proposals to the lowest responsive and responsible proposer, whose proposal complies with all the requirements in the Request for Proposal.

Contractor shall submit to the County, for approval, within ten (10) days from notice of contract award, all Certificates of Insurance evidencing the required coverage as described under Section 36, Requirement of and Proof of Insurance.

The contractor shall not commence work under these terms and conditions of the contract until all applicable Certificates of Insurance, Performance and Payment Bonds, and Irrevocable Letter of Credit (if required), have been approved by the County of Galveston and the Contractor has received notice to proceed in writing and an executed copy of the contract from the County Purchasing Agent.

### **17. DISPUTE AFTER AWARD/PROTEST**

Any actual or prospective Proposer who is allegedly aggrieved in connection with the solicitation of this RFP or award of a contract resulting therefrom may protest. The protest will be submitted in writing to the Purchasing Agent within seven (7) calendar days after such aggrieved person knows of or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Purchasing Agent will promptly issue a decision in writing to the protestant. If the protestant wishes to appeal the decision rendered by the Purchasing Agent, such appeal must be made to the Commissioners' Court through the Purchasing Agent. The decision of the Commissioners' Court will be final. The Commissioners' Court need not consider protests unless this procedure is followed.

### **18. PUBLIC INFORMATION ACT (f/k/a Open Records Act)**

The proposer acknowledges that the County is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code, and as such is required to release information in accordance with the provisions of the Public Information Act.

**If Proposer considers any of its submitted information to be proprietary in nature, trade secret, or otherwise confidential, then it must clearly and conspicuously mark such information as proprietary, trade, secret, or confidential. By the submission of its proposal, the Proposer expressly affirms that it**

## INMATE TELEPHONE & INMATE VIDEO INSTALLATION SYSTEM GALVESTON COUNTY, TEXAS

has clearly and conspicuously marked any information within its submission that it considers to be confidential, proprietary, and/or trade secret.

In the event the County receives a request for information under the Public Information Act seeking information that the Proposer has marked as confidential, proprietary, and/or trade secret, then the County agrees that it shall provide notice to the Proposer of the request in accordance with the provisions of the Public Information Act. These provisions require the County to initiate the request for decision process under the Public Information Act – thus, the County will submit initial correspondence to the Texas Attorney General. Proposer is deemed to have knowledge of the Public Information Act. **By the submission of its proposal, proposer expressly acknowledges that the burden to withhold its' information from public disclosure lays with the proposer;** thus, proposer further acknowledges and agrees that it shall submit comments to the Texas Attorney General in the request for decision process if proposer wishes to have its information withheld from public disclosure.

### 19. PROPOSER'S EMAIL ADDRESSES

Notwithstanding the foregoing Section 18, proposer acknowledges and agrees that the confidentiality of any and all email addresses it uses or discloses in communicating with the County are open to the public in accordance with Section 552.137 of the Government Code and consents to the release of its email addresses.

### 20. RESULTANT CONTRACT

Proposer shall correctly and fully execute the resultant contract first – after this, the contract shall be set for consideration by the Commissioners' Court. If the Commissioners' Court authorizes the execution of the contract, then the resultant contract shall become effective upon the Commissioners' Court execution of same. Contract documents shall consist of the contract, the general and special provisions, the drawings, proposal package (including best and final offer(s) if such is utilized), any addenda issued, and any change orders issued during the work. If applicable to the attached bid/proposal, bidder/proposer must sign three (3) original contracts and return with their bid/proposal submittal.

Proposer should submit a proposed contract with its proposal or its sample material terms and conditions.

The criteria utilized for determining responsibility of proposer(s) includes, but is not limited to, the proposer's experience, skill, ability, business judgment, financial capacity, integrity, honesty, possession of the necessary facilities or equipment, previous performance, reputation, promptness, and any other factor deemed relevant by the County. The proposers shall furnish any information requested by the County in order for the County to determine whether a proposer is responsible.

### 21. CONTRACT TERM

The term of the resultant contract will begin on the date of full execution or the execution by the Commissioners' Court, whichever is later, and will terminate on the date specified in the resultant contract unless terminated earlier as herein set forth.

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### 22. **TERMINATION FOR DEFAULT**

Failure of either party in the performance of any of the provisions of this contract shall constitute a breach of contract, in which case either party may require corrective action within ten (10) business days from date of receipt of written notice citing the exact nature of such breach. Failure of the party being notified to take corrective action within the prescribed ten (10) business days, or failure to provide a written reply of why no breach has occurred, shall constitute a Default of Contract.

All notices relating to default by Proposer of the provisions of the contract shall be issued by County by its Legal Department, and all replies shall be made in writing to the County Legal Department. Notices issued by or issued to anyone other than the County Legal Department shall be null and void and shall be considered as not having been issued or received.

Galveston County reserves the right to enforce the performance of this contract in any manner prescribed by law in the event of breach or default of this contract, and may contract with another party, with or without solicitation of bids or proposals or further negotiations. At a minimum, Proposer shall be required to pay any difference in service or materials, should it become necessary to contract with another source, plus reasonable administrative costs and attorney fees.

In the event of Termination for Default, Galveston County, its agents or representatives shall not be liable for loss of any profits anticipated to be made by Proposer.

In addition to the remedies stated herein, the County has the right to pursue other remedies permitted by law or in equity.

No waiver by either party of any event of default under this agreement shall operate as a waiver of any subsequent default under the terms of this agreement.

County reserves the right to terminate this contract immediately in the event Proposer:

- A. Fails to meet delivery or completion schedules; and/or
- B. Fails to otherwise perform in accordance with the accepted proposal and the contract.

### 23. **TERMINATION FOR CONVENIENCE**

County may terminate this contract upon at least thirty (30) calendar days prior written notice for its convenience or for any reason deemed by the County to serve the public interest. As well, County may terminate this contract upon thirty (30) calendar days prior written notice for any reason resulting from any governmental law, order, ordinance, regulation, or court order. In no event shall County be liable for loss of any profits anticipated to be made hereunder by Proposer should this contract be terminated early.

### 24. **FORCE MAJEURE**

If by reason of Force Majeure either Party shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract by any occurrence of Force Majeure, then the Party unable to carry out its responsibility shall give the other Party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the Party's responsibility for the continuance of the Force Majeure claimed, but for no longer period.

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Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of a public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the Party is unable to overcome and which substantially interferes with operations.

**25. ESTIMATED QUANTITIES**

Any reference to quantities shown in the Request for Proposals is an estimate only. Since the exact quantities cannot be predetermined, the County reserves the right to adjust quantities as deemed necessary to meet its requirements.

**26. CONTRACTOR INVESTIGATION**

Before submitting a proposal, each proposer shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the County upon which the contractor will rely. If the contractor is awarded contract as a result of its proposal submission in this procurement, the contractor's failure to have made such investigations and examinations will in no way relieve the contractor from its obligation to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation and/or for excused nonperformance.

**27. NO COMMITMENT BY COUNTY OF GALVESTON**

This Request for Proposal does not commit the County of Galveston to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a proposal in response to this Request for Proposal, and does not commit the County of Galveston to procure or contract for services or supplies.

**28. PROPOSAL COSTS BORNE BY BIDDER/PROPOSER**

Galveston County shall not be liable for any costs incurred by Bidder/Proposer in preparation, production, or submission of a bid/proposal, including but not limited to the bid/proposal and best and final offer, and shall not be liable for any work performed by Bidder/Proposer prior to issuance of fully executed contract and properly issued notice to proceed. Galveston County shall not be liable for any costs incurred by Bidder/Proposer by reason of attending a pre-proposal conference. Galveston County shall not be liable for any costs incurred by Bidder/Proposer by reason of the County invoking use of best and final offers.

**29. BEST AND FINAL OFFERS (BAFO)**

In acceptance of proposals, the County of Galveston reserves the right to negotiate further with one or more of the proposers as to any features of their proposals and to accept modifications of the work and price when such action will be in the best interest of the County. This includes solicitation of a Best and Final Offer from one or more of the proposers. If invoked, this allows acceptable proposers the opportunity to amend, change or supplement their original proposal. Proposers may be contacted in writing requesting that they submit their Best and Final Offer. Any such Best and Final Offer must include discussed and negotiated changes.

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**30. SINGLE PROPOSAL RESPONSE**

If only one proposal is received in response to the Request for Proposal, a detailed cost proposal may be requested of the single contractor. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.

**31. CHANGES IN SPECIFICATIONS**

If it becomes necessary to revise any part of this proposal, a written notice of such revision will be provided to all proposers in the form of addenda. The County is not bound by any oral representations, clarifications, or changes made in the written specifications by the County's employees or officials, unless such clarification or change is provided to proposers in a written addendum from the County Purchasing Agent. Proposers are advised to inquire prior to the submission deadline as to whether any addenda to this request for proposal have been issued, as the successful proposer will be required to abide by such addenda.

The County of Galveston reserves the right to revise or amend the specifications up to the time set for opening of proposals. Such revisions and amendments, if any, shall be announced by form of addenda. Copies of such amending or revising addenda (or addendum in the event only one addendum is issued in the procurement) shall be furnished to all prospective contractors. Prospective contractors are defined as those contractors listed on the County's Request for Proposal list for this material/service or those who have obtained documents subsequent to the advertisement. If revisions and amendments require changes in quantities or prices proposed, or both, the date set for opening of proposals may be postponed by such number of days as in the opinion of the County shall enable contractors to revise their proposals. In any case, the proposal opening shall be at least five (5) business days after the last revising or amending addendum and the last revising or amendment addendum shall include an announcement of the new date, if applicable, for the opening of proposals.

**32. PROPOSAL IDEAS AND CONCEPTS**

The County reserves to itself the right to adopt or use for its benefit, any concept, plan, or idea contained in any proposal.

**33. PROPOSAL DISCLOSURES**

The names of those who submitted proposals will not be made public information unless in conformity with the County Purchasing Act. No pricing or staffing information will be released. Proposers are requested to withhold all inquiries regarding their proposal or other submissions until after an award is made. No communication is to be had with any County employee or official, other than the County Purchasing Agent, regarding whether a proposal was received. Violations of this provision may result in the rejection of a proposal.

**34. WITHDRAWAL OF PROPOSAL**

Proposers may request withdrawal of a sealed proposal prior to the scheduled proposal opening time provided the request for withdrawal is submitted to the Purchasing Agent in writing. No proposals may be withdrawn for a period of sixty (60) calendar days after opening of the proposals.

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**35. INDEMNIFICATION**

The contractor shall agree to assume all risks and responsibility for, and agrees to indemnify, defend, and save harmless, the County of Galveston, its elected and appointed officials and department heads, and its agents and employees from and against all claims, demands, suits, actions, recoveries, judgments, and costs and expenses including reasonable attorney's fees for the defense thereof in connection therewith on account of the loss of life, property or injury or damage to the person which shall arise from contractor's operations under this contract, its use of County facilities and/or equipment or from any other breach on the part of the contractor, its employees, agents or any person(s), in or about the County's facilities with the expressed or implied consent of the County. Contractor shall pay any judgment with cost which may be obtained against Galveston County resulting from contractor's operations under this contract.

Contractor agrees to indemnify and hold the County harmless from all claims of subcontractors, laborers incurred in the performance of this contract. Contractor shall furnish satisfactory evidence that all obligations of this nature herein above designated have been paid, discharged or waived. If Contractor fails to do so, then the County reserves the right to pay unpaid bills of which County has written notice direct and withhold from Contractor's unpaid compensation a sum of money reasonably sufficient to liquidate any and all such lawful claims.

**36. REQUIREMENT OF AND PROOF OF INSURANCE**

The successful Proposer shall furnish evidence of insurance to the County Purchasing Agent and shall maintain such insurance as required hereunder or as may be required in the Special Provisions or resultant contract, if different. Contractor shall obtain and thereafter continuously maintain in full force and effect, commercial general liability insurance, including but not limited to bodily injury, property damage, and contractual liability, with combined single limits as listed below or as may be required by State or Federal law, whichever is greater.

- A. For damages arising out of bodily injury to or death of one person in any one accident :  
ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) DOLLARS.
- B. For damages arising out of bodily injury to or death of two or more persons in any one accident:  
THREE HUNDRED THOUSAND AND NO/100 (\$300,000.00) DOLLARS.
- C. For any injury to or destruction of property in any one accident :  
ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) DOLLARS.

**Insurance shall be placed with insurers having an A.M. Best's rating of no less than A.** Such insurance must be issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners of the State of Texas, with coverage provisions insuring the public from loss or damage that may arise to any person or property by reason of services rendered by Contractor.

Galveston County shall be listed as the additional insured on policy certificates and shall be provided with no less than thirty (30) calendar days prior notice of any changes to the policy during the contractual period.

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Certificates of Insurance, fully executed by a licensed representative of the insurance company written or countersigned by an authorized Texas state agency, shall be filed with the County Purchasing Agent within ten (10) business days of issuance of notification from the County Purchasing Agent to Proposer that the contract is being activated as written proof of such insurance and further provided that Proposer shall not commence work under this contract until it has obtained all insurance required herein, provided written proof as required herein, and received written notice to proceed issued from the County Purchasing Agent.

Proof of renewal/replacement coverage shall be provided upon expiration, termination, or cancellation of any policy. Said insurance shall not be cancelled, permitted to expire, or changed without thirty (30) days prior written notice to the County.

Insurance required herein shall be maintained in full force and effect during the life of this contract and shall be issued on an occurrence basis. Contractor shall require that any and all subcontractors that are not protected under the Contractor's own insurance policies take and maintain insurance of the same nature and in the same amounts as required of Contractor and provide written proof of such insurance to Contractor. Proof of renewed/replacement coverage shall be provided upon expiration, termination, or cancellation of any policy. Contractor shall not allow any subcontractor to commence work on the subcontract until such insurance required for the subcontractor has been obtained and approved.

**Workers' Compensation Insurance:** Successful Bidder shall carry in full force Workers' Compensation Insurance Policy(ies), if there is more than one employee, for all employees, including but not limited to full time, part time, and emergency employees employed by the successful Proposer. Current insurance certificates certifying that such policies as specified above are in full force and effect shall be furnished by successful Proposer to the County.

Insurance is to be placed with insurers having a Best rating of no less than A. The Proposer shall furnish the County with certificates of insurance and original endorsements affecting coverage required by these insurance clauses within ten (10) business days of receiving notification from the County Purchasing Agent that the contract is being activated.

The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The Proposer shall be required to submit annual renewals for the term of this contract prior to expiration of any policy.

In addition to the remedies stated herein, the County has the right to pursue other remedies permitted by law or in equity.

The County agrees to provide Proposer with reasonable and timely notice of any claim, demand, or cause of action made or brought against the County arising out of or related to utilization of the property. Proposer shall have the right to defend any such claim, demand, or cause of action at its sole cost and expense and within its sole and exclusive discretion. The County agrees not to compromise or settle any claim or cause of action arising out of or related to the utilization of the property without the prior written consent of the Proposer.

In no event shall the County be liable for any damage to or destruction of any property belonging to the Proposer.

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### 37. **BID/PROPOSAL GUARANTEE**

Unless specified differently within the Special Provisions of this procurement, each Proposer shall be required to submit a bid guarantee with its proposal as required within this Section.

Evidencing its firm commitment to engage in contract if Proposer is selected for award of contract, each Proposer is required to furnish with their proposal a cashier's check or an acceptable proposer's bond (in the event of requests for bids, this is called a bidder's bond/bid bond), in the amount of five percent (5%) of the total contract price. If Proposer is using a bond, then the proposer bond must be executed with a surety company authorized to do business in the State of Texas. Failure to furnish the bid/proposal guarantee in the proper form and amount, by the time set for opening of bids/proposals may be cause for rejection of the bid/proposal.

The cashier's check or proposer/bid bond (as applicable) will be returned to each respective unsuccessful proposer(s) subsequent to the Commissioners Court award of contract, and shall be returned to the successful proposer upon the completion and submission of all contract documents. Provided however, that the cashier's check or proposer bond will be forfeited to the County as liquidated damages should successful proposer fail to execute the contract within thirty (30) days after receiving notice of the acceptance of its proposal.

### 38. **PERFORMANCE AND PAYMENT BONDS**

Successful proposer, before beginning work, shall execute a performance bond and a payment bond, each of which must be in the amount of the contract. The required payment and performance bonds must each be executed by a corporate surety authorized to write surety bonds in the State of Texas and in accordance with Chapter 3503 of the Insurance Code (codified in 2005 and originally within Section 1, Chapter 87, Acts of the 56<sup>th</sup> Leg., R.S., 1959, and in Article 7.19-1, Vernon's Texas Insurance Code).

The performance and payment bonds must each clearly and prominently display on the bond or on an attachment to the bond:

- a.) The name, mailing address, physical address, and telephone number, including the area code, of the surety company to which any notice of claim should be sent; or
- b.) The toll-free telephone number maintained by the Texas Department of Insurance under Subchapter B, Chapter 521, Insurance Code, and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll free-telephone number.

The performance bond shall be solely for the protection of Galveston County, in the amount of the contract, and conditioned on the faithful performance of the work in accordance with the plans, specifications, and contract documents. The payment bond is solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the prime contractor or a subcontractor to supply labor or material, and in the amount of the contract.

The payment and performance bonds required to be furnished herein must be furnished before the contractor begins work and are a requirement for issuance of a Notice to Proceed. Such bonds must be furnished to the Galveston County Purchasing Agent within thirty (30) calendar days after the date of the

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full execution of the contract or, if applicable, as required under Chapter 2253, Government Code, whichever is earlier. Contractor's failure to provide the required payment and performance bonds within such time period shall constitute an event of default under this contract. Contractor shall not commence work until all applicable certificates of insurance, performance bonds, and payment bonds have been received and approved by the County Purchasing Agent and the Contractor receives notice to proceed in writing that has been issued by the County Purchasing Agent.

Additionally, if this request for proposal is for the award of a public works contract, then compliance with Chapter 2253 of the Texas Government Code, which is known as the McGregor Act, is mandatory. Performance and payment bonds are required to be furnished in accordance with Chapter 2253 of the Texas Government Code. Proposer should familiarize itself with the entire provisions of Chapter 2253 of the Texas Government Code.

### 39. PATENT AND COPYRIGHT PROTECTION

The Proposer agrees at its sole expense to protect the County from claims involving infringement of patents, copyright, trademark, trade secret, or other intellectual property rights. **Proposer shall indemnify and save harmless the County of Galveston, its officers, employees, and agents, from liability of any nature and kind whatsoever, including without limitation cost and expenses, for or on account of any copyrighted, trademarked, trade secret, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, or other intellectual property rights, including its use by the County.** Proposer also agrees that if Proposer is awarded this contract, that no work performed hereunder shall be subject to patent, copyright, or other intellectual property by Proposer.

### 40. CONFLICT OF INTEREST DISCLOSURE REPORTING - FORM CIQ

Proposer may be required under Chapter 176 of the Texas Local Government Code to complete and file a conflict of interest questionnaire (CIQ Form). The CIQ Form pertains to business relationship, gift giving, and family relationship reporting. If Proposer is required to file a CIQ Form, then the completed CIQ Form must be filed with the County Clerk of Galveston County, Texas.

**Business relationship.** If Proposer has an employment or other business relationship with a local government officer of Galveston County or with a family member of a local government officer of Galveston County that results in the officer or family member of the officer receiving taxable income that exceeds \$2,500.00 during the preceding 12-month period, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County.

**Gift-giving.** If Proposer has given a local government officer of Galveston County or a family member of a local government officer of Galveston County one or more gifts with an aggregate value of more than one-hundred dollars (\$100.00) during the preceding 12-months, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County.

For purposes of the business relationship and gift giving reporting requirements, a "family member" means a person related to another person within the first degree by consanguinity or affinity, as described by Subchapter B, Chapter 573, Texas Government Code. Examples of persons within the first degree by consanguinity or affinity include a son, daughter, father, mother, spouse, son-in-law, daughter-in-law, father-in-law, mother-in-law, stepson, stepdaughter, stepmother, and stepfather.

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Family relationship. If Proposer has a "family relationship" with a local government officer of Galveston County then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County, regardless of whether Proposer has a business relationship or has given gifts to the local government officer or a family member of the local government officer. For this purpose, "family relationship" means Proposer is related within the third degree by consanguinity or the second degree by affinity, as those terms are defined under Chapter 573 of the Texas Government Code, to a local government officer of Galveston County. Examples of such relationships include a son, daughter, mother, father, brother, sister, grandchild, great-grandchild, grandparent, great-grandparent, niece, nephew, uncle, aunt, spouse, mother-in-law, father-in-law, daughter-in-law, son-in-law, spouse's grandchild, spouse's grandparent, grandparent's spouse, grandchild's spouse, stepson, stepdaughter, stepmother, and stepfather.

Proposer must file its original CIQ Form with the Galveston County Clerk. The Galveston County Clerk has offices at the following locations:

Galveston County Clerk  
Galveston County Justice Center, Suite 2001  
600 59<sup>th</sup> Street  
Galveston, Texas 77551

Galveston County Clerk  
North County Annex, 1<sup>st</sup> Floor  
174 Calder Road  
League City, Texas 77573

Again, if Proposer is required to file a CIQ Form, the original completed form is filed with the Galveston County Clerk (not the Purchasing Agent).

For Proposer's convenience, a blank 1295 Form is enclosed with this proposal. Blank Form 1295's may also be obtained by visiting the Purchasing Agent's website – this website is linked from the Galveston County homepage, at <http://www.co.galveston.tx.us>.

As well, blank Form 1295 may be obtained by visiting the Texas Ethics Commission website, specifically at [http://www.ethics.state.tx.us/whatsnew/conflict\\_forms.htm](http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm).

Chapter 176 specifies deadlines for the filing of CIQ Forms (both initial filings and updated filings).

It is Proposer's sole responsibility to file a true and complete CIQ Form with the Galveston County Clerk if Proposer is required to file by the requirements of Chapter 176 of the Local Government Code. Proposer is advised that it is an offense to fail to comply with the disclosure reporting requirements dictated under Chapter 176 of the Texas Local Government Code, and the failure to file may be grounds to void the contract, if Proposer is awarded a contract.

If Proposer has any questions about compliance with Chapter 176, Proposer may wish to consult its' legal counsel. Compliance is the individual responsibility of each person, business, and agent who is subject to Chapter 176 of the Texas Local Government Code.

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### FORM 1295:

#### Certificate of Interested Parties (Form 1295):

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

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

For Proposer's convenience, a blank 1295 Form is enclosed with this proposal. Blank Form 1295's may also be obtained by visiting the Purchasing Agent's website – this website is linked from the Galveston County homepage, at <http://www.co.galveston.tx.us>.

As well, blank Form 1295 may be obtained by visiting the Texas Ethics Commission website, specifically at [http://www.ethics.state.tx.us/whatsnew/conflict\\_forms.htm](http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm).

#### 41. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

Proposer certifies that neither it, nor any of its Principals, are presently debarred, suspended, proposed for debarment, disqualified, excluded, or in any way declared ineligible for the award of contracts by any Federal agency. Contractor agrees that it shall refund Galveston County for any payments made to Contractor while ineligible. Contractor acknowledges that Contractor's uncured failure to perform under this Agreement, if such should occur, may result in Contractor being debarred from performing additional work for the County, the GLO, the State, HUD, and other Federal and State entities. Further, Proposer has executed the Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters and returned the fully completed and executed original certification with the submission of its proposal. **The truthful and fully completed and executed original of the Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters must be included with the submission of Proposer's proposal and is a mandatory requirement of this RFP. Proposer's failure to include the fully completed and executed original of this Certification shall be considered non-compliance with the requirements of this RFP and grounds for the rejection of Proposer's proposal.**

#### 42. NON-COLLUSION AFFIDAVIT

Proposer certifies, by signing and submitting a proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the contractor has not directly or indirectly induced or solicited another contractor to put in a false or sham proposal, and has not directly or indirectly colluded,

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conspired, connived, or agreed with any contractor or anyone else to put in a sham proposal or that anyone shall refrain from bidding; that the contractor has not in any manner, directly or indirectly, sought by agreement, communications, or conference with anyone to fix the proposal price of the contractor of any other bidder, or to fix any overhead, profit or cost element of the proposal price, or that of any other contractor, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in the proposal are true; and further, that the contractor has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any cooperation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

**A blank Non-Collusion Affidavit is included with this proposal packet. Proposer must enclose a truthful and fully executed original Non-Collusion Affidavit with the submission of its proposal. This is a mandatory requirement of this RFP. Failure to include the truthfully and fully executed Non-Collusion Affidavit in the submission of its proposal shall be considered non-compliance with the requirements of this RFP by the Proposer and grounds for the rejection of Proposer's submission.**

No negotiations, decisions, or actions shall be initiated by any company as a result of any verbal discussion with any County employee prior to the opening of responses to this Request for Proposal.

No officer or employee of the County of Galveston, and no other public or elected official, or employee, who may exercise any function or responsibilities in the review or approval of this undertaking shall have any personal or financial interest, direct or indirect, in any contract or negotiation process thereof. The above compliance request will be part of all County of Galveston contracts for this service.

**43. SOVEREIGN IMMUNITY**

The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this contract.

**44. CONTROLLING LAW AND VENUE**

Proposer acknowledges and agrees that the contract is and shall be governed and construed by the laws of the State of Texas and that venue for any action shall lie exclusively in a court of competent jurisdiction in Galveston County, Texas.

**45. MERGERS, ACQUISITIONS**

The Proposer shall be required to notify the County of any potential for merger or acquisition of which there is knowledge at the time that a proposal is submitted.

If subsequent to the award of any contract resulting from this RFP the Proposer shall merge or be acquired by another firm, the following documents must be submitted to the County:

- a.) Corporate resolutions prepared by the awarded Proposer and the new entity ratifying acceptance of the original contract, terms, conditions and prices;
- b.) New Proposer's Federal Identification Number (FEIN); and

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c.) New Proposer's proposed operating plans.

Moreover, Proposer is required to provide the County with notice of any anticipated merger or acquisition as soon as Proposer has actual knowledge of the anticipated merger or acquisition. The New Proposer's proposed plan of operation must be submitted prior to merger to allow time for submission of such plan to the Commissioners' Court for its approval.

**46. DELAYS**

The County reserves the right to delay the scheduled commencement date of the contract if it is to the advantage of the County. There shall be no additional costs attributed to these delays should any occur. Proposer agrees it will make no claims for damages, for damages for lost revenues, for damages caused by breach of contract with third parties, or any other claim by Proposer attributed to these delays, should any occur. In addition, Proposer agrees that any contract it enters into with any third party in anticipation of the commencement of the contract will contain a statement that the third party will similarly make no claim for damages based on delay of the scheduled commencement date of the contract.

**47. ACCURACY OF DATA**

Information and data provided through this Request for Proposal are believed to be reasonably accurate.

**48. SUBCONTRACTING/ASSIGNMENT**

Proposer shall not assign, sell, or otherwise transfer its contract in whole or in part without prior written permission of the County acting by and through its Commissioners' Court. Such consent, if granted, shall not relieve the Proposer of any of its responsibilities under this contract.

**49. INDEPENDENT CONTRACTOR**

Proposer expressly acknowledges that it is an independent contractor. Nothing in this agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing County to exercise control or direction over the manner or method by which Proposer or its subcontractors perform in providing the requirements stated in the Request for Proposal.

**50. MONITORING PERFORMANCE**

The County shall have the unfettered right to monitor and audit the Proposer's work in every respect. In this regard, the Proposer shall provide its full cooperation and insure the cooperation of its employees, agents, assigns, and subcontractors. Further, the Proposer shall make available for inspection and/or copying when requested, original data, records, and accounts relating to the Proposer's work and performance under this contract. In the event any such material is not held by the Proposer in its original form, a true copy shall be provided.

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### 51. **PROCUREMENT ETHICS**

Galveston County is committed to the highest ethical standards. Therefore, it is a serious breach of the public trust to subvert the public purchasing process by directing purchases to certain favored vendors, or to tamper with the competitive bidding process, whether it's done for kickbacks, friendship or any other reason. Since misuse of the purchasing power of a local government carries criminal penalties, and many such misuses are from a lack of clear guidelines about what constitutes an abuse of office, the Code of Ethics outlined below must be strictly followed.

Galveston County also requires ethical conduct from those who do business with the County.

#### **CODE OF ETHICS – Statement of Purchasing Policy**

Public employment is a public trust. It is the policy of Galveston County to promote and balance the objective of protecting the County's integrity and the objective of facilitating the recruitment and retention of personnel needed by the County. Such policy is implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public office.

Public employees must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Galveston County procurement organization.

To achieve the purpose of this Article, it is essential that those doing business with Galveston County also observe the ethical standards prescribed herein.

#### **General Ethical Standards**

It shall be a breach of ethics to attempt to realize personal gain through public employment with Galveston County by any conduct inconsistent with the proper discharge of the employee's duties.

It shall be a breach of ethics to attempt to influence any public employee of Galveston County to breach the standards of ethical conduct set forth in this code.

It shall be a breach of ethics for any employee of Galveston County to participate directly or indirectly in a procurement when the employee knows that:

- The employee or any member of the employee's immediate family, has a financial interest pertaining to the procurement;
- A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement; and/or
- Any other person, business, or organization with which the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

#### **Gratuities**

It shall be a breach of ethics for any person to offer, give, or agree to give any employee or former employee of Galveston County, or for any employee or former employee of Galveston County to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection

## INMATE TELEPHONE & INMATE VIDEO INSTALLATION SYSTEM GALVESTON COUNTY, TEXAS

with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or contract or subcontract, or to any solicitation or bid/proposal pending before this government.

### **Kickbacks**

It shall be a breach of ethics for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Galveston County, or to any person associated therewith, as an inducement for the award of a subcontract or order.

### **Contract Clause**

The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation by Galveston County.

### **Confidential Information**

It shall be a breach of ethics for any employee or former employee of Galveston County to knowingly use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any other person.

### **Prohibition against Contingent Fees**

It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a Galveston County contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Failure to abide by this section constitutes a breach of ethical standards.

### **Representation**

Proposer represents and warrants, by signing and submitting its proposal, that it has not retained anyone in violation of this section prohibiting contingent fees.

### **Contract Clause**

The representation prescribed above shall be conspicuously set forth in every contract and solicitation therefor.

## **52. SUBJECT TO APPROPRIATION OF FUNDS**

State law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved by the Commissioners' Court. Galveston County anticipates this to be an integral part of future budgets to be approved during the periods of this contract, except for unanticipated needs or events which may prevent such payments against this contract. However, Galveston County cannot guarantee the availability of funds, and enters into this contract only to the extent such funds are made available through appropriation (allocation) by the Commissioners' Court. This contract shall not be construed as creating any debt on behalf of the County of Galveston in violation of TEX. CONST. art. XI, § 7, and it is understood that all obligations of Galveston County are subject to the availability of funds.

## INMATE TELEPHONE & INMATE VIDEO INSTALLATION SYSTEM GALVESTON COUNTY, TEXAS

### 53. NON-DISCRIMINATION

- a. Equal Employment Opportunity. Proposer will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, genetic information or veteran status. Proposer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, disability, genetic information or veteran status. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices of employment.

Proposer will, in all solicitation or advertisements for employees placed by or on behalf of Proposer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, disability, genetic information, or veteran status.

Proposer will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

Proposer will include the provisions herein in every subcontract or purchase order unless exempted.

- b. Drug Free Work Place Act. Proposer shall comply with all applicable requirements of the Drug-Free Workplace Act of 1988 and implementing regulations.
- c. Americans with Disabilities Act. Proposer shall comply with all applicable provisions of the Americans with Disabilities Act and implementing regulations.
- d. OSHA Regulations. Proposer agrees to maintain and to display any applicable materials for its employees in accordance with OSHA regulations.
- e. Compliance with Immigration Laws and use of E-Verify. Proposer agrees to comply with all requirements of the U.S. Immigration Reform and Control Act of 1986, as amended, and any implementing regulations thereto. Proposer further agrees to utilize the E-Verify system through the Department of Homeland Security on its employees. Proposer shall not employ unauthorized aliens, and shall not assign services to be performed to any supplier or subcontractor who are unauthorized aliens. If any personnel performing any services hereunder are discovered to be an unauthorized alien, then Proposer will immediately remove such personnel from performing services hereunder and shall replace such personnel with personnel who are not unauthorized alien(s).
- f. Proposer agrees to comply with all other State and Federal laws and regulations applicable to the provision of services under this contract.

## INMATE TELEPHONE & INMATE VIDEO INSTALLATION SYSTEM GALVESTON COUNTY, TEXAS

**54. RECORD RETENTION AND RIGHT TO AUDIT**

Proposer shall keep and maintain all records associated with this contract for a minimum of five (5) years from the close of the contract or as required by Federal or State law or regulation, whichever period is longer. If awarded this contract, Proposer shall allow the County reasonable access to the records in Proposer's possession, custody, or control that the County deems necessary to assist it in auditing the services, costs, and payments provided hereunder. If this contract involves the use of Federal or State funds, then Proposer shall also allow reasonable access to representatives of the Office of Inspector General, the General Accounting Office, and the other Federal and/or State agencies overseeing the funds that such entities deem necessary to facilitate review by such agencies and Proposer shall maintain fiscal records and supporting documentation for all expenditures in a manner that conforms with OMB Circular A-87 (relocated to 2 C.F.R. Part 225) and this contract

**55. TITLE VI ASSURANCES/TxDOT**

The County is subject to Title VI of the Civil Rights Act of 1964 and the Federal and State laws and regulations of the United States Department of Transportation and Texas Department of Transportation (TxDOT). Pursuant to these requirements, the County must have its contractors provide required assurances on compliance with non-discrimination by itself and its subcontractors. The Title VI Assurances within this Subsection are not exhaustive – whenever any Federal, State, or Local requirement requires additional clauses, this list shall not be construed as limiting. Contractor agrees as follows:

- (1) **Compliance with Regulations.** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this contract.
- (2) **Nondiscrimination.** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, religion, sex, age, disability or Veteran status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurement of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, religion, sex, age, disability or Veteran status.
- (4) **Information and Reports.** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Galveston County or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so

## INMATE TELEPHONE & INMATE VIDEO INSTALLATION SYSTEM GALVESTON COUNTY, TEXAS

certify to Galveston County or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

- (5) **Sanctions for Noncompliance.** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, Galveston County shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:
- (a) withholding of payments to the Contractor under the contract until the Contractor complies, and/or
  - (b) cancellation, termination, or suspension of the contract, in whole or in part.
- (6) **Incorporation of Provisions.** The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as Galveston County or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request Galveston County to enter into such litigation to protect the interests of Galveston County, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**56. SECTION 231.006, FAMILY CODE/DELINQUENT CHILD SUPPORT**

Pursuant to Title 5, Section 231.006 of the Texas Family Code, as applicable, Proposer certifies by the submission of its proposal that Proposer, including all of its principals, is/are current in child support payments and therefore, that it is eligible to receive payments from State funds under a contract for property, materials, or services. Proposer acknowledges and agrees that if it is awarded this contract, then the ensuing agreement may be terminated and payment withheld if this certification is inaccurate. Finally, by the submission of its proposal, the Proposer certifies that it has included the names and social security numbers of each person with at least 25% ownership interest in Proposer within its response to the RFP and that all such persons are current in child support payments.

**57. ANTITRUST**

Pursuant to 15 U.S.C. § 1, et seq., and Texas Business and Commerce Code, Chapter 15, Contractor, by the submission of its proposal, certifies that neither Contractor nor any natural person, proprietorship, firm, corporation, partnership, association, or institution represented by Contractor or anyone acting for such natural person, proprietorship, firm, corporation, partnership, association, or institution has violated any Federal or State antitrust laws or communicated the nature of the offer, directly or indirectly, to any competitor or other person engaged in a similar line of business.

**58. LABOR STANDARDS**

Proposer acknowledges that the contract to be awarded pursuant to this RFP is on a grant program funded with Federal funds. Proposer shall comply with the requirements of 29 CFR Part 5 and CFR Part 30 and shall be in conformity with Executive Order 11246, entitled "Equal Employment Opportunity", Copeland, "Anti-

## INMATE TELEPHONE & INMATE VIDEO INSTALLATION SYSTEM GALVESTON COUNTY, TEXAS

Kickback” Act (29 C.F.R. Part 3), the Davis-Bacon and Related Acts (29 C.F.R. Parts 1,3, and 5), the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.), and all other applicable Federal, State, and local laws and regulations pertaining to labor standards, insofar as those acts apply to the performance of this Agreement. Proposer is also responsible for ensuring that all subcontractors comply with the requirements of 29 CFR Part 5 and CFR Part 30 and shall be in conformity with Executive Order 11246, entitled “Equal Employment Opportunity”, Copeland “Anti-Kickback” Act, the Davis-Bacon and Related Acts (29 CFR Parts 1, 3 and 5), the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.), and all other applicable Federal, State, and local laws and regulations pertaining to labor standards, insofar as those acts apply to the performance of this Agreement.

### 59. ENTIRETY OF AGREEMENT AND MODIFICATION

This contract contains the entire agreement between the parties. Any prior agreement, promise, negotiation or representation not expressly set forth in this contract has no force or effect. Any subsequent modification to this contract must be in writing, signed by both parties.

An official representative, employee, or agent of the County does not have the authority to modify or amend this contract except pursuant to specific authority to do so granted by the Galveston County Commissioners’ Court.

### 60. NOTICE

All notices or other communications required or permitted under this contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, transmitted by facsimile, or mailed certified mail, return receipt requested with proper postage affixed and addressed to the appropriate party at the following address or at such other address as may have been previously given in writing to the parties (Proposer shall provide its notice information with its proposal submission). If mailed, the notice shall be deemed delivered when actually received, or if earlier, on the third day following deposit in a United States Postal Service post office or receptacle, duly certified, return receipt requested, with proper postage affixed. If delivered in person, notice shall be deemed delivered when receipted for by, or actually received by, the receiving Party. If transmitted by facsimile, notice shall be deemed delivered when receipt of such transmission is acknowledged.

To the County at:  
Hon. Mark Henry,  
County Judge of Galveston County  
722 Moody, Second (2<sup>nd</sup>) Floor  
Galveston, Texas 77550  
Fax: (409) 765-2653

With copies to:  
Rufus Crowder, CPPO CPPB,  
Galveston County Purchasing Agent  
722 Moody, Fifth (5<sup>th</sup>) Floor  
Galveston, Texas 77550  
Fax: (409) 621-7997  
To the Contractor at:

Robert Boemer, Director,  
Galveston County Legal Department  
722 Moody, Fifth (5<sup>th</sup>) Floor  
Galveston, Texas 77550  
Fax: (409) 770-5560

**RFP #B162006**  
**OPEN: 08/17/2016**  
**TIME: 2:00 P.M.**

**INMATE TELEPHONE & INMATE VIDEO INSTALLATION SYSTEM**  
**GALVESTON COUNTY, TEXAS**

(Proposer to provide its contact name, address, and facsimile number for notice hereunder.)

**SPECIAL PROVISIONS**  
**INMATE TELEPHONE & INMATE VIDEO VISITATION SYSTEM**  
**GALVESTON COUNTY, TEXAS**

The Special Provision section of this Request for Proposal solicitation and the exhibits attached herein are made a part of the entire agreement between the parties with respect to the subject matter of the Request for Proposal and Resultant Contract Agreement, and supersede the General Provisions, any prior negotiations, agreements, and understandings with respect thereto.

**PURPOSE:**

Galveston County is seeking a vendor to provide Inmate Telephone & Inmate Video Visitation Systems for use in its correction facilities as specified herein.

**AMERICANS WITH DISABILITIES ACT:**

Vendor's MUST address this requirement in the proposal response.

1. Galveston County is interested in obtaining telephone equipment, which is compatible with the requirements of the Americans with Disabilities Act. Galveston County realizes that placing an ADA compliant phone in each location is costly. However, some measure of addressing the ADA must be included within this proposal. For most locations this can be met by placing the telephones at the correct height.
2. The phone receiver cord shall be twelve inches (12") or less in length.

**PROPOSAL GUARANTEE:**

A bid bond is not a requirement of this solicitation request.

**PERFORMANCE AND PAYMENT BONDS:**

Performance and Payment bonds are not a requirement of this solicitation.

**CONTRACT TERM:**

The primary term of this agreement will be for a period of three (3) years. There will be two (2) additional one (1) year options to renew on such terms and conditions as may be agreed to by the parties at the time of each renewal.

**EVALUATION OF PROPOSALS:**

All proposals will be examined by an evaluation committee consisting of members of Galveston County and other consultants.

Proposals that do not conform to the instructions given or which do not address all the services as specified in each Proposal Form may be eliminated from consideration. The County of Galveston, however, reserves the right to accept such proposal if it is determined to be in the County's best interest to do so.

The County of Galveston may initiate discussions with proposers. Discussions may not be initiated by proposers. The County of Galveston expects to conduct discussions with proposer personnel authorized to contractually obligate the proposer with an offer. Proposers shall not contact any County of Galveston personnel during the RFP process without the express permission from the County's Purchasing Agent. The County of Galveston Purchasing Agent may disqualify any proposer who has made site visits, contacted County of Galveston personnel or distributed any literature without authorization from the Purchasing Agent during this solicitation process.

Potentially selected proposers may be expected to make a presentation to the evaluation committee. Proposer presentations may develop into negotiating sessions with the successful proposer(s) if selected by the evaluation committee. If the County of Galveston is unable to agree to contract terms, the County reserves the right to terminate contract negotiations with that proposer and initiate negotiations with another proposer.

All correspondence relating to this RFP, from advertisement to award, shall be sent to the Galveston County Purchasing Agent. All presentations and/or meetings between the County of Galveston and the proposer relating to this RFP shall be coordinated by the Galveston County Purchasing Agent.

No award can be made until the Galveston County Purchasing Agent makes a presentation to the Galveston County Commissioners Court.

Submission of a proposal implies the proposer's acceptance of the evaluation criteria and proposer recognition that subjective judgments must be made by the evaluating committee.

This RFP in no manner obligates the County to eventual rental, lease, and purchase, etc. of any equipment or service described, implied or which may be proposed, until confirmed by a Contract. Progress toward this end is solely at the discretion of the Galveston County Commissioners Court and may be terminated at any time prior to the signing of the contract. Proposer agrees that entering into negotiations with proposer does not create any contract and/or property right whatsoever and/or any representation or expectation that negotiations will be successfully completed and that a contract will be awarded to proposer. The determination to enter into a contract is solely at the discretion of the Galveston County Commissioners' Court.

Quantities listed are to be considered as approximate and will be used only for comparison of proposals. Payment to Contractor will be made only for actual quantities of Work performed or materials furnished in accordance with Contract and it is understood that quantities may be increased or decreased. No change in quantities shall alter unit prices for such materials or services.

**EVALUATION PROCEDURES AND CRITERIA FOR AWARD:**

The Evaluation Committee will consider the most cost productive, efficient and effective proposal.

**While the County of Galveston appreciates a brief straight forward and concise response, the proposer must fully understand that the evaluation is based on the information provided.** Accuracy and completeness are essential. Omissions, ambiguous, or equivocal statements may be construed against the proposer. Proposal responses may be incorporated into any contract that results from this RFP, and proposers are cautioned not to make claims or statements that they are not prepared to commit to contractually. Failure of the proposer to meet such claims will result in a requirement that the proposer provide the resources necessary to meet the submitted claims.

The award(s) will be made to the responsible proposer(s) whose proposal is determined to be the best evaluated offer demonstrating the best ability to fulfill the requirements set forth in this Request for Proposal. The requested services will be awarded primarily based on the evaluation criteria listed below as well as complying with the provisions as stated on pages 4-5 of the General Provisions, Item 15, Award of Proposals – Evaluation Criteria and Factors.

**COST – 30%**

The Proposer shall provide pricing information relative to providing the services, supplies, and rate of commission as outlined herein.

**EXPERIENCE – 20%**

The proposer shall provide information describing the make-up and experience of the company providing the services.

**ABILITY TO PERFORM – 50%**

Ability of vendor to provide the most advantageous methodology supplies, services ,and delivery as requested herein.

**COST ADJUSTMENTS:**

Prices quoted shall be firm for the initial contract term and all approved extension periods. No cost increases shall be accepted in this initial contract term. Please consider this when providing pricing for the materials requested in this solicitation.

Thereafter, any extensions that may be approved by the Galveston County Commissioners' Court shall be subject to the provisions of the accompanying contract document.

If during the life of the contract, the successful proposer's net prices to other customers for the supplies and materials awarded therein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Galveston County.

The proposer's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid.

Any requests for price increases must be made in writing on company letterhead and addressed to the Galveston County Purchasing Agent. The requests shall be accompanied by written documentation from company suppliers and manufacturers of the requested materials that evidence the extenuating circumstances. Likewise, if any decreases occur in the industry during the contractual period, the Contractor shall extend these decreases to the County without prior request from the County. Increases in freight rates, oil embargos, or other extenuating circumstances are governed by the General Provisions, page 3, Item 12, Pass Through Cost Adjustments. These particular requests may be allowed only if prior approved by the Galveston County Commissioners' Court. It is understood that rail freight rates are subject to increase or decrease by the regulatory authority.

The County may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient. In the event the County does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the County, the Contract will be considered cancelled on the scheduled expiration date.

**EXCEPTIONS:**

Any exceptions to proposal conditions should be listed on a separate sheet of paper, attached to proposal submittal and submitted with proposal at the specified date and time of proposal opening.

**Galveston County is tax exempt and therefore taxes and license fees should not be added to the proposal price.**

**PROCUREMENT TIMELINE:**

A timeline for this RFP and initial process is included below. Galveston County reserves the right to change these dates and will notify proposers of any changes:

Advertise RFP (first date of publication)	Wednesday	June 15, 2016
Advertise RFP (second date of publication)	Wednesday	June 22, 2016
Pre-proposal conference & walk-thru	Wednesday	July 20, 2016 @ 10:00 a.m.
Questions due from proposers (in writing)	Wednesday	July 27, 2016
Proposals due from proposers/RFP Opening	Wednesday	August 17, 2016 @ 2:00 p.m.

*Remainder of page intentionally left blank*

## Inmate Telephone System

The Inmate Telephone System shall include inmate phone stations placed within the inmate housing units. The Visitation system shall be fully integrated, assessable, and controlled through a local network located at the Corrections facility 5700 Ave H, Galveston, Texas. **All necessary equipment, licenses, license fees, connectivity fees, and costs associated with maintaining, updating, replacing, and installing equipment will be the respondent's responsibility. The COUNTY will not incur any expense from these actions.**

The services to be performed for the telephone system are outlined in the following Statement of Work:

### STATEMENT OF WORK

#### General Requirements

1. The system shall be a Windows-based, easy to use application, cloud based solution.
2. The proposed system shall allow outgoing calls only.
3. The proposed system shall allow inmate calls to be restricted to 15 minutes. Galveston County representatives must be able to change this call duration limit by inmate PIN, specific telephone, or group of telephones.
4. The users – inmate and called party – shall be notified of limit in advance of the system terminating the call.
5. Vendor shall supply the appropriate number of T-1, PRI, and SIP connections to ensure the system operates at top efficiency.
6. The proposed system must require active acceptance by the called party. Proposer must explain how called parties with rotary dialed phones can achieve this.
7. The proposed system shall include user prompts in English and Spanish in addition to other languages that may be requested by the County.
8. The vendor shall allow two free calls from phones in the booking area which shall be at least two minutes in duration.
9. The system must be capable of completing station-to-station and/or person-to-person collect calls from inmates to both touch-tone and rotary dial telephones.
10. The system must not give access to other direct dialed or operator handled services. Inmates must not be able to access any toll free type numbers.
11. The system is to be restricted to outgoing calls only. No incoming calls will be allowed. No three way calling will be allowed. No phone calls to any pay phones will be allowed.
12. System must possess telephone number blocking capabilities for numbers, area codes or exchanges, as well as automatically blocking calls to a number after charges have been denied for a preprogrammed number of attempts. Vendor will need to state the method and quantity of telephone numbers the system can block.
13. The System must allow the inmate name to be announced in a real time, uncompressed voice to the called party prior to acceptance. Example follows:  
*"This is a collect call from inmate, \_\_\_\_\_ (Inmate speaks name) from the Galveston County Jail. The charges are \_\_\_ per minute."*
14. System proposed must be designed to use automated operations only. The system should provide clear voice prompts to complete calls without the use of an operator. Vendor must provide a clear description of all automated operator services that will be used for Inmate calls.

15. Bilingual synthesized voice (English/Spanish) must be utilized to instruct and assist the inmate and called party while placing a call. Written dialing instructions in both English and Spanish must be permanently and prominently displayed on each inmate phone.
16. The inmate telephone system shall provide full call detailed records for use in administrative and investigative purposes. The inmate telephone system memory should be capable of all call record details for the length of the contract.
17. All telephones must be line powered and require no electrical outlets at the actual telephone set location.
18. The Vendor must be responsible for software updating (i.e. blocking, PIN assignment, changes, and allowed number list).
19. Any downtime required for maintenance or upgrades should be scheduled 48 hours in advance. Written notice shall be given to the Galveston County Auditor's Office, GC Facilities Maintenance Manager, GC Jail Commander, and a IT support specialist assigned to the Sheriff's Office.
20. Vendor shall include with submitted proposal, clear and concise information describing the operation of the diagnostic system. Describe in your proposal how problems are flagged and how each problem is resolved.
21. Vendor to provide a secure feature for inmate to report confidential information to *Crime Stoppers* or other dedicated confidential crime reporting network.

**Optional:** Proposal may list any and all available features to allow the county a quick way to verify that calls are made and to determine the overall call traffic patterns and revenue. Feature must be automatic or otherwise easily generated and displayed.

### **Personal Identification Number (PIN)**

1. The proposed system shall utilize Personal Identification Numbers (PIN) for the inmates. Describe your system's use of PINs, including Open PIN, Restricted PIN, and Closed PIN. Ability to search for calls by name or PIN
2. The proposed system shall prevent duplicate PINs.
3. What is the minimum and maximum number of digits used in a PIN?
4. The County must be able to restrict calls based on the inmate's PIN. This includes call duration, time of day, and destination numbers.
5. The proposed system shall provide a method of verifying the inmate's PIN to guard against fraudulent PIN use through voice verification.
6. Provide a detailed description of your solution.

### **Fraud Management**

1. The proposed system shall detect and prevent three-way or conference calls, except for those calls to attorney's or other approved numbers.
2. The proposed system shall have the capability of:
  - ① Marking the call as three-way
  - ② Announcing a warning that three-way calls are not allowed
  - ③ Disconnecting the call
  - ④ All three of the above.
3. The proposed system shall prevent the inmate from receiving a second dial tone, or "chain-dialing."

4. The proposed system shall detect any extra digits dialed by the inmate after the party has accepted the call.
5. The proposed system shall have capability to remotely survey Inmate calls and be able to transfer specific calls in progress to investigators.
6. The proposed system shall brand each call with the name of the facility and the inmate placing the call.
7. The proposed system shall have the option of playing the brand recording at irregular intervals throughout the call.
8. The proposed system shall guard against "Hook-switch dialing," and other fraudulent activities.
9. The inmate shall not communicate with the called party until the call has been accepted.
10. The system shall detect the difference between an accepted call, and an answering machine, busy signal, or other telephone activity.
11. The proposed system shall allow call blocking of specific numbers by inmate PIN, telephones, or group of telephones.
12. The proposed system shall assign approved calling numbers according to inmate PIN.
13. The proposed system shall permit the called party to block all future calls from a correctional facility.
14. Facility officials must retain the capability of blocking calls to any telephone or group of telephones from a central location inside the facility.
15. The System must not allow inmates to listen to the status of the call in progress for the acceptance and or denial by called party and must not allow inmates to communicate with the called party until the call has been accepted.
16. The System must provide call splitting to ensure inmates against message passing or the ability for inmates to leave message before leaving name.
17. Upon completion of call, the line must return to primary dial tone to preclude inmates from placing unauthorized calls.
18. The proposed system must provide call detail reports for all calling activity to the County which, will include:
  - A) Report showing inmate telephone number, date, time, PIN# (if applicable), number called, duration of call, and cost of each call.
  - B) Report showing "frequently called numbers" for all numbers called more than 5 times in a day.
  - C) Report showing "common numbers called" for all numbers called by more than one inmate.

### **Identify Calls**

1. Describe your systems ability to identify calls and visitation recordings made by an individual inmate.

### **Call Acceptance**

1. The proposed system shall alert the called party of the per-minute cost of the call prior to acceptance.
2. The called party must positively accept the call.
3. The inmate cannot communicate with the called party until the call has been accepted.
4. Billing does not begin until the call is accepted.
5. The proposed system must accommodate rotary phone users.

### **System Security**

1. The proposed system must be programmed for automatic daily turn on and shut off at designated times and provide a warning prior to manual system shut off capabilities from designated County control rooms.
2. County personnel must be able to manually shut down the system in case of emergency.
3. The proposed system shall be password protected to permit only appropriate facility personnel, deemed necessary by the Sheriff, access to the system. No less than 10 VPNs.

### **Reports**

1. The vendor shall supply call detail reports to the County. These reports shall contain a variety of call information and be customizable to suit the County's needs.
2. Standard reports should include: Frequently Dialed Numbers, 3-Way Call Attempts, and Call Volume by Telephone.
3. Vendor shall supply monthly revenue reports.
4. Vendor shall attach samples of their call detail and other standard reports.
5. Vendor shall provide a secure access to all calling activity within the facility via the internet/web. The hosted site will need to provide an interface that will allow a facility to view call detail reports, check and track commission data, and scheduled monthly payments. This system should also allow facilities to open and/or view the status of service tickets.
6. Any specialized reports needed at no cost to the COUNTY.

### **Call Monitoring & Recording**

1. The proposed system shall maintain one year of call recording online and have the ability to review, download, or share to other media through terminals designated by the county.
2. Facility personnel must be able to search call recordings by dialed number, date, time, inmate account, or site ID.
3. Facility personnel must be able to simultaneously listen to and record conversations.
4. The system shall provide special indicators within live monitoring:
  - a) The TN Dialed is a HOT or Watched number
  - b) The Inmate is on a watch list
  - c) The inmate is a member of an Security Threat Group
  - d) The call is being bridged by the called party with another inmate
5. Recordings must be backed up for archival either on site, off site, or both, with zero degradation while backup is in progress, and have sufficient bandwidth so there is no degradation on phone use off hours.
6. The proposed system must provide the ability to deem select recordings of inmates or phone numbers as restricted only allowing specially authorized personnel to access those recordings.
7. The system shall have integrated visitation phone recording capabilities.
8. Call monitoring devices must be provided to allow a call to be audibly monitored and recorded where desired by the County for knowledge of activities occurring during and or after phone use.
9. The system must provide the ability to isolate the inmate portion of the recording or the called party side of the recording.
10. The system must provide the ability to listen to a recording at a faster or slower speed.
11. The system must provide the ability to export a recording in more ways than burning a CD.

### **Service & Maintenance**

1. Vendor shall provide a 24-hour, toll-free service number.
2. Vendor shall address all major service outages within four hours. A major service outage will be defined as:
  - a. An individual pod or cluster is not working;
  - b. If more than eight (8) phones within the facility are deemed unusable, or;
  - c. If the on-site server goes down.The four hour response will be extended during times of natural disaster or major catastrophic event.  
All other request for service will normally be completed within a week of such request.
3. Vendor shall provide service policies and procedures as an attachment to this proposal.
4. Describe the maintenance and quality assurance programs for telephones to be installed.
5. It is solely the vendor's responsibility to provide installation and maintenance, which includes all wiring as well as any additional wiring required to facilitate the system.
6. Detail equipment installation charges, if any.
7. Describe the maintenance and quality assurance programs for telephones to be installed.
8. Offer shall submit a list with this proposal of the nearest maintenance and repair center/s for equipment and distribution of technicians.

### **Installation and Cut-Over**

1. The contractor will provide inmate phone sets, the administrative workstation and the automated inmate call control system, install the sets and the system and insure that they are working properly. This installation is to be completed within sixty (60) days after award of the contract.
2. A bidder shall submit a complete and detailed schedule of the time frame required for installation, utility coordination, training, cut over and testing. The system must be installed in a manner and under a time frame designed to minimize disruption of the normal functioning of the Galveston County Jail.
3. If the schedule cannot be met within the 60 days stated above, contractor must propose an installation schedule of events.  
Failure to state installation time in the bid will obligate the contractor to complete installation as required in the bid. Extended installation time may be considered when in the best interest of the County.
4. Any delay in the implementation of the contractor's schedule that is caused by the County will increase the contractor's time allowance to complete installation but the contractor must submit a complete and detailed schedule of additional time required.
5. The contractor will assume the risk of loss and or damage during shipment, unloading and installation.
6. The contractor will provide hardware, software, and recurring maintenance for the life of the contract at no cost to the county.
7. The contractor will provide a design sheet of the system.

### **Training**

1. The Vendor shall provide training to facility personnel in system administration, operation, and reporting to insure they are familiar with the operation of the inmate telephone system and all auxiliary services at no extra cost to the County throughout the life of the contract.

2. Vendor shall provide on-site training to Galveston County staff; describe the training program, to include description of course and any applicable documents.
3. The training will be at a time and date specified by the county. The county should provide the vendor reasonable notice when training will be requested.

### **Payment Options**

1. The proposed system shall allow collect calls.
2. All prepaid phone time will be subject to the same restrictions and features as standard inmate collect calls.
3. Prepaid phone time will be collected through the current commissary vendor.
4. The vendor shall provide a method to receive unspent prepaid phone time within a reasonable time of leaving the jail.

### **Equipment**

Galveston County is requesting a minimum of One hundred two (102) non-coin operated telephones located at the main facility, 5700 Ave. H, Galveston, 77551, and six (6) non-coin operated telephones located at the Crystal Beach Jail facility, 946 Noble Carl Rd., Crystal Beach, TX 77650, and the appropriate number of T-1, PRI, and SIP connections to ensure the system operates at optimal efficiency. The Crystal Beach Jail facility does not have service through a vendor. The County reserves the right to increase or decrease these quantities to meet its actual need. It is understood that the proposed system(s) must be able to accommodate growth without additional cost or reduction in commissions to Galveston County, unless such reductions are mandated by Federal, State, or Local laws.

1. The proposed inmate telephone system shall be a turnkey, non-coin telephone system and service.
2. All equipment proposed must be new, in current production and considered to be the state-of-the art at the time of installation.
3. The Vendor must provide non-coin, collect call, inmate telephones composed of durable, tamper-free equipment suitable for a jail environment.
4. Inmate Phones must not contain any removable parts, unless such parts are needed for maintenance and/or repair.
5. The proposed system shall include any hardware, such as computer, printer, and modem, and any system software necessary to allow facility personnel to query, display, and print individual inmate telephone activity.
6. Equipment shall be supplied with system software needed to interface with the Inmate Telephone System to perform such functions as traffic management, system administration, call blocking and maintenance diagnostics. The proposed system software shall be based on security level and password protected.
7. All software up-dates are to be provided to the County at no additional cost throughout the length of the contract and vendor will be responsible to ensure the updates are completed in a reasonable time.
8. All vendor equipment shall comply with FCC regulations.
9. The proposed equipment and system shall be scalable to meet the County's growing needs.
10. Vendor equipment shall include a backup power supply.
11. The proposed system should be equipped with redundant components to guard against data loss.
12. Indicate your firm's ability to provide the facility with a computer, monitor, high-speed printer, and programming to integrate with the inmate telephone system. Indicate the ability of the system to identify:

- Telephone number originating call
  - Time of call
  - Telephone number called
  - Most frequently called numbers
  - Length of call
  - Identify numbers called from a specific telephone number
  - Identify telephone numbers called by a specific inmate
  - Alarm number status
  - Alarm a telephone number and allow automatic recording of the call
  - Multiple calls from different inmate phones to the same number
13. Vendor must provide a listing of all equipment and software proposed to meet the requirements of these specifications.
  14. It shall be the responsibility of the Vendor to assure an operational system including any and all interfaces with the regulated common carrier and the availability of required central office facilities.
  15. The system must have the capability of simultaneously recording all inmate calls 24 hours a day, 7 days a week.
  16. All telephones must be FCC registered and Contractor's current FCC number shall be provided as part of the bid response. Vendor shall submit a detailed description of all specific features offered.
  17. System shall verify the identity of inmate callers by a two factor system to include using biometric identification and voice recognition.
  18. The system shall have the capacity to expand to a wireless device ensuring inmate social service connections, i.e., Alcoholics Anonymous, Narcotics Anonymous, Religious Services, and other rehabilitative options deemed appropriate by the county. The wireless devices shall also be capable of; initiating inmate phone calls using similar security features associated with mounted phones; sending and receiving messages through a secure system which can be monitored by trained jail staff; downloading music, games, books, and other items approved by the county for inmate pacification. The county reserves the option to choose how and when a wireless system will be initiated and there will be no additional costs or fees associated with the implementation or the failure to keep a wireless system once it is implemented. The vendor will bear the full costs of the wireless system. Vendor shall provide its own stand-alone server with internet connection at the vendor's expense.

### **Commission Structures/Revenues.**

#### **FEES, RATES, AND FACILITY COMMISSIONS**

1. Vendors shall identify any and all surcharges or processing fees imposed by the vendor and/or any of their sub-vendors.
2. The rates charged to users shall not exceed the tariffs as mandated by the state for all services.
3. The vendor shall be responsible for the collection of charges for fraudulent or otherwise uncollectible calls.
4. The vendor shall be responsible for any and all billing disputes, claims, or liabilities that may arise in regards to its provisions of this contract.

5. Vendor billing to called parties must include the vendor information and a toll-free telephone number to resolve billing disputes.
6. Billing charges shall begin at the time of the call completion when the calling party is connected to the called party and shall be terminated when either party hangs up. Incomplete calls such as network intercept recordings, busy signals, no answers, refusals of calls, answering machine pick-ups, etc. shall not be billed.
7. The commission rate shall be based on Gross Revenue. Gross Revenues shall be defined as total billable calls without any allowances or deduction for fraud, line charges, equipment charges, and other collectible or uncollectible charges. Vendors shall include a detailed analysis as to how they determine gross revenue.

### **Commission Structure**

Please provide information on the commission structure. Include the following within your response:

1. What is the percentage of commission you will pay Galveston County? *Failure to state proposed commission percentage will result in rejection of proposal.*
2. Provide proposed calling rates.
3. Explain in detail the method used to calculate revenue to the County (e.g., gross revenue, adjusted gross revenue, net revenue).
4. State applicable deductions from Gross Revenue before calculating the County's revenue (i.e., uncollectible calls, total calls, access line charges, clearing house charges, RBOC, LIDB, etc.).
5. Method of reporting the calculation of the County's commission payment.
  - a. Provide samples of proposed reports.
  - b. Is there a charge for customized reports? If yes, provide the amount.
6. Describe collection procedures.
  - a. Galveston County will reserve the right to: audit collection procedures and commission computations and to terminate the contract if repeated inaccuracies in either procedures or computations are revealed.
  - b. What types of reports are available to Galveston County to audit commission payments? Provide samples of reports.
  - c. Galveston County requires detailed reports of placed, accepted, local and long distance calls.
7. Describe the procedure for handling uncollectible revenue. State whether this expense reduces the county's commission and, if so, specify in what manner.
8. Describe the procedure for billing.
  - a. Describe your billing process and who handles billing.
  - b. Will there be any handling fees charged to Galveston County?
  - c. Are there any deductions from revenues?
9. Provide vendor calling rates for local, intraLATA, interLATA, and interstate calls.

### **Purpose and Intent**

By submitting a bid, the Vendor agrees that:

- a. The Vendor is familiar with the local conditions under which this inmate telephone service system must perform.
- b. The Vendor possesses the capabilities, hardware, and personnel necessary to provide an efficient and successful inmate telephone service system.

- c. The Vendor agrees that he/she shall be solely responsible for all services proposed. Notwithstanding the details presented in this RFP, it is the responsibility of the Vendor to

verify the completeness of the requirements and their suitability to meet the intent of this RFP. Any additional necessity for services required by the Vendor to meet these specifications should be provided by the Vendor at no extra cost or decrease of commission paid to the County.

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## INMATE TELEPHONE SERVICES PROPOSAL WORKSHEET

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

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

**PRICE / COST Inmate Non-Coin Telephone System (Based on Average Daily Population of 985)\***  
 Commission Percentage (based upon gross revenue)

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

**Any guaranteed minimum** \$ \_\_\_\_\_

**Any additional revenue options please list.**

**Option 1.** \$ \_\_\_\_\_

**Option 2.** \$ \_\_\_\_\_

**Other** \$ \_\_\_\_\_

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

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

**References:**

List two (2) references for which vendor have provided similar products and/or services. Please include phone number and name of contact person. Other governmental units, especially Texas Counties, are preferred.

Business	Contact Person	Phone Number
_____	_____	_____
_____	_____	_____

\*As of October 2015

## Inmate Video Visitation System

The Inmate Video Visitation System shall include inmate video visitation and public visiting stations controlled via an Operator Control/Reception monitored, with touch screen user interface and able to receive and send information to the existing Jail Management System. The Visitation system shall be fully integrated and assessable through Video Visitation Kiosk stations at the Corrections facilities. The COUNTY currently does not have this capability. **All necessary equipment, licenses, license fees, connectivity fees, and costs associated with maintaining, updating, replacing, and installing equipment will be the respondent's responsibility. The COUNTY will not incur any expense from these actions.**

The services to be performed for this Inmate Video Visitation System are outlined in the following Scope of Services:

### a. General Features

1. The video visitation system shall be integrated and assessable via a kiosk system.
2. The video visitation system shall have the capability to allow the COUNTY to schedule visits for particular inmate, station and/or date/time. The successful Respondent must provide detailed information on their proposed automated scheduler feature for the proposed video visitation system.
3. The visitation system shall have the capability to allow for visitation sessions off-sit for court appointed attorneys.
4. The inmate video visitation system shall provide high-quality, stereo audio with digital video, in a digital format.
5. The video visitation system shall, upon request and approval by the COUNTY, provide specific information for tracking inmate and visitor activities and patterns by, at a minimum, the following criteria:
  - i. Inmate booking number
  - ii. Inmate name
  - iii. Visistor name
  - iv. Date/time of visit
  - v. Inmate station
  - vi. General public station
  - vii. Daily, weekly and monthly visit statistics
  - viii. Active warrant and active no contact orders-this would be included with the interface of current Jail Management System
6. The video visitation system shall interface with the COUNTY's Jail's Management/Booking system (SUNGUARD; OSSI) *or any future system should the county switch systems*, and shall be Interfaced at no cost to the COUNTY. The successful Respondent shall provide detailed information on the specifications required to complete the interface. The COUNTY does not anticipate any change of system in the near future.
7. The video visitation system shall have the capability to capture, store and query information from the Public and Professional WEB Registration and Scheduling Application section defined below.
8. The video visitation system shall have the capability to provide and export reports in a form

mutually agreed upon by the COUNTY and successful Respondent. The video visitation system

shall store all reports (including visits queued via the successful Respondent's automatic scheduler module) and data for a minimum period of three (3) years. The COUNTY shall have access to all reports and data from all control workstations and remote access computers, based on the user's access level.

9. The video visitation system must be able to shut down quickly and selectively. The COUNTY must be able to shut down the video visitation system at several locations by (at a minimum) select visitation stations or by central control.
10. The video visitation system shall be capable of taking an individual station out of service without affecting other stations or units.
11. The video visitation system shall be capable of limiting the length of a visit, providing service at certain times of the day/week and allowing a maximum number of visits per inmate per week.
12. In all circumstances, the video visitation system shall limit the inmate and visitor to a single session. The video visitation system shall always require the inmate and visitor to disconnect the session in progress before another session is initiated.
13. The video visitation system shall include, at a minimum, an alert system that will detect visits made by a particular inmate or visitor. Please include detailed information on the type of alerts available.
14. The Respondent will provide an application for managing visitation, registration and scheduling. The visitation and scheduling application must be a server based application.
15. The COUNTY must have access to the application from any computer connected to the facility's LAN or visitation LAN by using a standalone application and/or any standard browser.
16. The public will be able to access the scheduling application via standard browser from the Corrections facilities or any location via Internet.
17. The public web-based scheduling and registration module must be available in English and recommended to include Spanish and any other available language.
18. The public must be able to schedule face to face, contact, or video visits utilizing a standard browser over the internet or from a kiosk at the Corrections facilities.
19. The video visitation management and scheduling application must be a privilege based system allowing for the creation of user groups and the assignment of users to customizable different levels of functionality and assigned privileges.
20. Individual users may be assigned to user groups and may be assigned to additional privileges above and beyond those assigned to the user's designated group.
21. Users must be assigned unique usernames and passwords.
22. The system must account for personal and professional visitations.
23. The system must not allow scheduling any visit during the first twenty-four (24) hours after the booking process is completed.
24. The system must control the visitation schedule to two (2) hours with the ability to overwrite and assign additional time by an authorized user.
25. The system must provide the option to configure all the visitation appointment for a maximum of one (1) hour, with the option to change by authorized user.
26. The system must not allow scheduling any visit to a John Doe or Jane Doe.
27. The system must be able to schedule video and non-video visits (face to face, via phone conversation) from the Corrections facilities with the exact same process.
28. The system must have a separate quota (i.e. number of visits allowed per day or per week) system for personal and professional visitations.
29. The system must allow and be able to enforce separate visitation hours for personal and

professional visitations.

30. The system must allow visitors to be designated as “Professional Visitors” automatically granting them additional privileges to select their station and station attributes for the web-scheduling application.
31. The system must allow for the encryption of all professional visitations to prevent any professional visit from being recorded and/or monitored.
32. The system must be able to create multiple visitation centers with customizable visitation hours for personal and professional visitations.
33. The system must allow the facility to establish an “Approved Visitor List”.
34. The system must be able to cancel any visitations scheduled for an administrative confinement, disciplinary confinement or keep away.
35. The system must allow and enforce a facility to establish how many days/hours in advance a visitor can schedule, or cancel a visit.
36. The system must allow the facility to establish and automatically enforce an inmate daily and/or weekly visitation quota.
37. The system must be able to deploy quotas globally and at the housing unit level.
38. The system must provide the facility the option of counting professional visits towards the inmates’ quota.
39. The system must provide the facility the option of allowing authorized officers to override quotas.
40. The system must allow the facility to establish a visitor daily and/or weekly visitation quota.
41. The system must allow the facility to configure and automatically enforce the number of visitors allowed per visit.
42. The system must allow a manual or automatically enforce the following types of restrictions:
  - i. Suspension or loss of visitation privileges by enforcing policies and procedures to visitor or inmate with days to be determined by the correctional facility
  - ii. Visitor under 16 years old must be accompanied by a registered adult
  - iii. Visitors or Inmate from ALL visitations
  - iv. Visitors from Inmate(s)
  - v. Inmate from Visitor(s)
  - vi. Visitor from another Visitor
43. The system must be able to create stations and assign stations to customized station groups. The system must be able to label stations as: “Ad Hoc” stations only, “Personal Scheduling” stations only, “Professional Scheduling” stations only, or any combination of all three.
44. The system must be able to create unique housing units.
45. The system must be able to assign station groups to housing units and visitation centers. Stations groups must be able to be shared by multiple housing units and visitation centers.
46. The system must allow each housing unit to be governed by either global or unique housing unit policies, quotas, or time blocks.
47. The system must be able to assign professional and personal visitation time blocks to housing units.
48. System must provide a visitation scheduling application allowing the facility to schedule visits over the phone, in person, from a kiosk, or over the internet.
  - i. The system must allow the user to select multiple visitors for a visit.
  - ii. The system must allow the user to denote the scheduled visit as a professional visit
  - iii. The system allow the user to set the visit to be recorded

- iv. The system must allow the user to select a visitation center or select “No Preference”.
  - v. The Visitor must only be shown appointments (time slots) available based upon the facility’s established policies, quotas, restrictions, time blocks, recording resources, and station availability. Only visitation appointments that can take place will be shown.
  - vi. Upon appointment selection, visitors must be given the opportunity to denote their relationship to the inmate. In addition, they must be able to add visitors or change any of their previously selected criteria (date, time, location).
  - vii. The system must display all quota information pertaining to the visitor and inmate.
  - viii. The system must allow the user to review all selections before submitting the visit.
  - ix. The system must create a unique Visitation ID number for each visit for reporting and tracking.
  - x. The system must identify and validate visitors from unique Valid ID, State ID or passport.
  - xi. The system must display a history of all users that have made changes to the visit.
  - xii. The system must allow the user to cancel the visit and provide a reason for the cancellation for audit purposes.
  - xiii. The system must allow the user to add another visit from the confirmation screen.
  - xiv. The system must provide a means of creating an “AD HOC” visit.
49. The system must allow the user to denote the scheduled visit as a professional visit.
- i. The system must allow the user to set the visit not to be recorded.
  - ii. The system must allow the user to select multiple visitors.
  - iii. The system must allow the user to select the inmate the visitor would like to visit.
  - iv. The system must allow the user to select the duration of the visit in intervals of 5 minutes.
  - v. The system must only show visitor and inmate stations that are available based upon the facility’s established policies, quotas, restrictions, time blocks, recording resources and station availability.
  - vi. The system must display all quota information pertaining to the visitor and inmate.
  - vii. The system must create a unique Visitation ID number for each visit for reporting and tracking.
  - viii. The system must display a history of all users that have made changes to the visit.
  - ix. The system must allow the user to cancel the visit and provide a reason for the cancellation for audit purposes.
  - x. The system must evaluate and keep track of the number of cancelations and automatically inactivate a visit after the 3rd cancelation in two (2) months period and suspend the visitation rights for 30 day or 60 days. The system must provide a configuration feature to change the number of suspension dates.
50. The system must provide expedited means (describe your features) of creating a visit if the inmates and visitors information is not required.
- i. For this feature, the system must allow for fully configurable visitation duration.
  - ii. The system must allow the user to select the visit to be recorded.
  - iii. The system must only display stations that are available for the selected visitation duration.
51. The system must have the capability to deploy an inmate scheduling application whereby the

Inmate is responsible for scheduling from a kiosk inside the housing unit or dorm.

52. The system must have the capability to deploy a kiosk-based scheduling and registration application. The Visitor must present the unique ID, State ID and the visitation staff must be able to swipe the provided ID card into the system and begin registration and scheduling. For first time users, the system will receive the inmate information via the Jail Management System Interface and initiates the registration process.
53. The system must include a check-in application.
  - i. The system must allow for manual check-in and automatic check-in utilizing an identification card swipe.
  - ii. The card swipe must be compatible with all 50 state issued ID cards and drivers' licenses.
  - iii. The card swipe must work with bar codes and magnetic strips.
  - iv. The system must display the visitor's information for verification purposes.
  - v. The system must display the station in which the visitor will be seated for the visitation.
  - vi. The system must display any notes that have been entered in regarding the visitor.
54. All scheduled visits must automatically start at the scheduled visitation time and must not require any human involvement to connect or reconnect video visitation stations.
55. All Ad Hoc and expedited means of creating a visit will start once the user has confirmed the visit and must not require any human involvement to connect or reconnect video visitation stations.
56. The system must track all inmate location movements to validate scheduled visit integrity. The Jail Management System Interface is required for automatic process.
  - i. The system must attempt to automatically reschedule any and all visits associated with the inmate if the inmate has changed housing locations.
  - ii. The system must automatically cancel all visits associated with an inmate if they have been released.
  - iii. For any visits that cannot take place, the system must have the capability to notify the visitor automatically via email and/or voice dialer.
57. The system must provide an audit trail of all activity for a specific visit, modification, or (i.e. who scheduled, added visitor, modified, or cancelled).
58. The system shall provide the ability to do searches and create reports on a specific inmate and who has visited them. The reports must be available in HTML, PDF and XLS formats.
59. The system shall provide reports (hard copy or viewed from PC/monitor) for correctional personnel so they know where and what time the inmate needs to be at for pending visitations.
60. The system shall provide for real-time monitoring and interrupt of the visitations for any user (with permission) who has access to a computer connected to the facility's LAN or visitation LAN. The system shall provide users the following functionality:
  - i. Real-time monitoring of the audio and video for a minimum of up to eight (8) visitations simultaneously (User-definable & PC must meet minimum requirements).
  - ii. The system must allow for an authorized officer to break into the video visit and communicate with the inmate and visitor. The officer's audio and video will be displayed on the inmate and visitor's monitor. If the visit is recorded, the officer's audio and video must also be captured in the single recorded visit file.
  - iii. The system must be capable of scanning through the total number of active visits:

- User shall be capable of “locking a visit” to stop it from scanning through the active visits.
  - User shall be able to pause the visit.
  - User shall be able to cancel the visit.
  - If resources are available, user shall be able to start recording of the visit.
61. The system must have the capability to provide digital video and audio recording for all visitation sessions (i.e. a session includes both the inmate’s & visitor’s audio and video). The recording system shall provide the following functionality:
- i. The recording system must be software based and not require third party video conferencing equipment to record and store recordings. The system must utilize standard servers for processing and storing the recordings.
  - ii. Authorized users must have the ability to mandate specific visits to be recorded.
  - iii. In the inmate’s profile, authorized users must have the capability to mandate that all visits involving the inmate be recorded.
  - iv. In the visitor’s profile, authorized users must have the capability to mandate that all visits involving that visitor be recorded.
  - v. Authorized users must have the ability to start recording a visit after the visit has been started.
  - vi. Authorized users (e.g. investigators, internal affairs) must be able to search pending visits for specific visitors or inmates and mark the visitation for recording.
  - vii. The system must provide two levels of recording permissions to ensure execution of recording mandate.
  - viii. The system must store all recorded visits for a minimum of forty-five (45) day in a video storage server. The server must be backed up for archival either on site, off site, or both, with zero degradation while backup is in progress, and have sufficient bandwidth so there is no degradation during off hours.
  - ix. Authorized users must be able to search for specific visitation sessions by inmate, visitor, visitation ID number, time and/or housing unit.
  - x. Authorized users must be able to view the recorded video visitation sessions from any network connected computer.
  - xi. Authorized users must be capable of burning a DVD of the recorded visitation session(s).
  - xii. The System shall incorporate an audit trail to track who has viewed and/or burned a copy of the visitation to DVD.
62. The system must provide the option to display a startup message (e.g. “One or all of your visits may be recorded.”) and two separate visual warning messages on each visitation monitor to inform the inmate and visitor that their visit will be ending in “XX” minutes. Time placement and messaging must be fully configurable.
63. The system must incorporate a countdown clock which will have the ability to be displayed constantly during the duration of the visitation.
64. The system must have the ability to show “picture to picture” so the inmate and/or visitor can preview the image that the other person is seeing.

**b. Minimum Reporting Requirements**

1. The System must be able to display all reports to the screen.
2. The System must offer a “preview” option for all selected reports before they are sent to printer.
3. The System must be able to send print output in a format that can be used with third party reporting tools or other relational data base software.
4. The System must be able to produce reports from archived information going back five (5) years. System should provide easy-to-use tool to extract data from any data field to produce user-defined reports.

**c. Public and Professional Web Registration and Scheduling Application**

1. The system must be a single web-based scheduling application allowing public and professional visitors to register and schedule visits using a standard internet browser and an internet connection.
2. The system must allow non-professional visitors to be able to view all information, register, and schedule visits in English and recommended to include Spanish and any other available language.
3. Visitors must be able to register easily.
4. The Correctional facility can enable and require, at their choosing, the following information for visitor registration at a minimum:
  - i. Identification type and number.
  - ii. First name.
  - iii. Middle name.
  - iv. Last name.
  - v. Date of birth.
  - vi. Gender.
  - vii. Ethnicity.
  - viii. Driver’s license number.
  - ix. Street address.
  - x. City.
  - xi. State.
  - xii. Zip Code.
  - xiii. County.
  - xiv. Email address.
  - xv. Phone.
  - xvi. Inmate being visited.
  - xvii. Relationship to inmate.
  - xviii. Identification type and number.
5. Visitors must receive a verification email once they have registered their temporary password allowing them access to schedule a visit with an inmate.
6. Visitors must be able to login using their unique visitor ID or their email address.
7. Visitors must be able to search for an inmate using the inmate’s ID and/or by entering in the inmates first, last and middle (optional) name. Once the inmate is selected, the visitor has the option of adding the inmate to their “Inmates” section for more convenient scheduling.

8. Visitors must be able to add minors to their account and must be allowed to schedule visits with and for minors. Minors will then be added to the visitors "Visitors" section for more convenient scheduling.
9. Visitors must be able to add additional adults as visitors to their account. Additional adults will receive a notification asking for authorization to allow the requester to schedule visits on their behalf. If approved, the visitor will be added to the "Visitors" section for more convenient scheduling.
10. Visitors must be able to schedule selecting an inmate, date and time block.
11. Visitors must be able to select a visitation center location that is most convenient for them or select "No Preference".
12. Visitors must only be shown appointments (time slots) available based upon the facility's established policies, quotas, restrictions, time blocks and station availability. The application must only display the appointments that meet the facility's policy (e.g. won't allow a visitor to schedule same day and won't allow to schedule more than one week in advance).
13. If no times are available, an explanation will be provided to the visitor and they will be able to adjust their selections.
14. Upon appointment selection, visitors must be given the opportunity to denote their relationship to the inmate. In addition, they must be able to add visitors or change any of their previously selected criteria (date, time, location).
15. Prior confirmation of the visitation appointment, the web scheduling application must provide the visitor with a check box acknowledging that they agree to the terms and conditions of the facility's visitation policies.
  - i. Acceptance of terms can be configured by the facility to be required or optional.
  - ii. Terms can be either a link to a web page or pasted into the application.
16. Upon reserving the visitation appointment, visitors will be given a unique confirmation number and be given the option to print the confirmation page.
17. The web-based scheduling system must send an email to the visitor when a visit is scheduled or cancelled.
18. On the web scheduling application homepage, the visitor must be able to view their upcoming visits (time, date, visitation ID number) in the "Upcoming Visits" section, and will be able to observe their visitation quota in the "Visit Quota" section.
19. The web-based scheduling application must allow the visitor to easily change their personal information: passwords, address, phone numbers, etc. Information must be in English and recommended to include Spanish and any other available language.
20. The web-based scheduling application must provide updated location maps of the visitation center locations.
21. The web-based scheduling application must allow the COUNTY to customize (brand) the top banner with images and customizable text and font size.
22. The system shall be turned on and adjustments made to meet requirements of the specification and on-site conditions.
23. The system shall be programmed to function as specified and a copy shall be made of the initial program and given to the COUNTY.
24. Any special programming shall be documented and a written copy given to the COUNTY.

### **Inmate Video Visitation System- Additional Requirements**

The system must have the capability to interface with the Corrections facility's current Jail Management System (SUNGUARD / OSSI) to receive or retrieve, but not limited to the following inmate information:

1. Inmate ID (Unique inmate identifier, alphanumeric).
2. Last name.
3. Middle name.
4. First name.
5. Race designator (optional).
6. Gender designator.
7. Date of birth.
8. Housing assignment designator.
9. Existing Visitors - The Jail Management System may or may not be capable of providing This information, but the system shall be capable of processing this information correctly.
10. Restrictions (including keep separates) - The Jail Management System may or may not be capable of providing this information, but the system must be capable of processing this information correctly.
11. Different types of events (e.g. work release, medical appointments, courtroom appointments, etc.) so the system does not overbook video visitation visits. The Jail Management System may or may not be capable of providing this information, but the system must be capable of processing this information correctly.
12. The system must be able to receive or retrieve the information via FPT or XML.
13. The system must be able to send visitation schedules prior to the visit and
14. information after the visit to the Jail Management System via FTP or XML.

### **Operator Control (OC) Station/Reception**

1. Operator Control Station to be a graphical user interface station, accessed via a touch screen monitor, which allows the operator to convene a video visitation or phone conversation between any Inmate and Public Visitor Station.
2. Operator Control Station to have at a minimum the following capabilities:
  - a. Convene a video visitation conference between any Inmate Station and Public Visitor Station without regard to physical location.
  - b. Terminate any or all video visitation conferences at will.
  - c. Adjust the pre-determined visitation time and length of any or all video visitation conferences, before or during the conference
  - d. Monitor any videoconference in progress, without knowledge of the participants.
  - e. Interrupt a video visitation conference while in progress and communicate with either or both participants, either with voice and text.
  - f. Re-connect an interrupted video conference call for the unused remaining predetermined time.
  - g. Provide a graphical and color representation for the different status of all Video Visitation Stations.
  - h. Control remote connectivity to one or multiple stations.
  - i. Terminate all Video Visitation events simultaneously by system request.

- j. Control volume for hard of hearing in the Public Visitor and Inmate Stations.
- k. Must have Software for scheduling with the capability to transfer the information via interface to the current/existing Jail Management System.
- l. Must have the capability of establishing multipoint videoconferences between inmates and participants (visitors/attorneys) at remote locations over IP communication standards on an ad hoc and unscheduled basis without the use of any scheduling software.
- m. The Operator Control Station must have the capability to transfer incoming calls to any desired Video Visitation System station through the use of a single Window-based interface or single keypad interface.
- n. The Video Stations shall be able to notify the participants that the session is ready to begin, by means of on-screen instructions. Only the Operator Control Station shall make station-to-station connection.

#### **Video Visitation Stations (Inmate and Public Visitor)**

- 1. The design and construction of the Video Visitation Station for Inmates and Public Visitors must be abuse-resistant, vandal-proof, and intended for use in a maximum-security detention environment. Respondents may include options for self-contained wall or floor mounted stations for the inmate side of the system but should only include self-contained floor-mounted stations for the visitor side of the project. Provisions for seating should be addressed in all applications.
- 2. The Video Stations shall be able to notify the Operator Control Station that participants are ready for the session to begin, either by picking up the handset or by other means. Only the Operator Control Station shall make station-to-station connection.
- 4. Visitor and Inmate Visitation Station(s) configuration should, at minimum, include the following:
  - a. Minimum 15", LCD, flat panel touch screen monitor with audio and video inputs.
  - b. High resolution (470+) color camera.
  - c. Handset with armored cord or hands free technology system may be considered.
  - d. Tamper-proof input microphones and output speaker.

#### **Portable Inmate Stations**

- 1. The Portable Inmate Stations must provide the entire roll about Video Visitation module consistent with the equipment and functions described for other Video Visitation Systems functions.
- 2. The portable unit should have a minimum of 50- foot power cord, locking casters and a handset with armored cord (no hands free technology).

#### **Wiring & Network Requirements (for IT review)**

- 1. The system must be able to operate as a standalone network and the successful Respondent must provide all the necessary hardware and software to operate their proposed system.
- 2. The successful Respondent must provide adequate number of switches and ports to accommodate the total number of visitation stations, application server, recording server, storage device and administration stations in the inmate phone, commissary, and video

visitation network.

3. Vendor shall supply the appropriate number of T-1, PRI, SIP, connections (based on manufacturer installation guidelines) shall be installed and used to connect each video station back to the switch to ensure the system operates at top efficiency.
4. Each run shall be direct with no splices in between termination ends.
5. Each end shall terminate in approved electrical code boxes.
6. Each cable run shall be properly supported whether in the ceiling or under the building. Wiring shall not be attached to existing conduit or pipes. There shall be no exposed cabling in hallways, common areas, program rooms, etc.
7. Each cable run shall be labeled on each end with a unique identifier.
8. Cabling shall extend a minimum of 6 feet out of the termination box at each station end.
9. Cabling shall extend a minimum of 12 feet out of the termination box in the main equipment room.
10. All electrical wiring shall be supplied and installed by the successful Respondent as part of the resulting Agreement for the inmate phone, commissary services, email and photo, and video visitation system. All electrical wiring shall be dedicated circuitry for the inmate phone, commissary services, email and photo, and video visitation system components.
11. The successful Respondent shall provide installation in accordance with the manufacturer's instructions. Only video equipment provider technicians may install and test this system.

### **Server Requirements**

The successful Respondent must provide and meet the COUNTY's requirements for the Inmate Phone and Video Visitation Application Server Requirements, Inmate Phone, and Video Visitation Recording Server Requirements.

### **Inmate Visitation Schedule**

The schedule for inmate visitation shall be mutually designed between the COUNTY and the successful respondent's prior to the system being activated.

### **Video Service for Deaf Inmates and other ADA, State compliance requirements**

1. The successful respondent shall provide a secure means to provide a video terminal dedicated to making video service for deaf inmates. The video visitations are to be connected to a sign language interpreter that will cross-connect the video call between the deaf inmate and the hearing person. The service will be at no cost to the COUNTY.
2. If applicable, the video visitation system will be ADA compatible to both inmates and on site visitors under Title II of the ADA, 42 U.S.C. §§ 12131-12134, relating to jails and prisons. Also, must meet rules under the Texas Administrative Code, Title 37, Part 9, Chapter 291, Rule §291.4, Visitation Plan.

Pursuant to a settlement agreement between Galveston County and the United States, acting through the Department of Justice, the Galveston County Sheriff has adopted policies permitting a longer period of time for individual inmates using a TTY, videophone, or relay services due to the slower nature of these communications compared to voice communications. Bids submitted under this RFP must include TTY, videophone and relay services capabilities. Bids must also include the capability to allow the Sheriff to take reasonable efforts to provide different methods of communication, such as a captioned telephone or a computer upon request from an inmate who is deaf, hard of hearing, or who has a speech impairment.

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*End of Special Provisions*

**PROPOSAL FORM**  
**INMATE TELEPHONE & INMATE VIDEO VISITATION SYSTEM**  
**COUNTY OF GALVESTON, TEXAS**

By signing here, the firm does hereby attest that it has fully read the instructions, conditions and general and special provisions and understands them.

**EXCEPTIONS** (if no exceptions are taken, state NONE):

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

THE COMPANY OF: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

FEIN (TAX ID): \_\_\_\_\_

The following shall be returned with your proposal. Failure to do so may be ample cause for rejection of proposal as non-responsive. It is the responsibility of the Proposer to ensure that proposer has received all addenda.

- | Items:   | Confirmed (X):                  |
|--|---------------------------------|
| 1. References (if required)                          | _____                           |
| 2. Addenda, if any                                   | #1_____ #2_____ #3_____ #4_____ |
| 3. One (1) original and five (5) copies of submittal | _____                           |
| 4. Proposal Form                                     | _____                           |
| 5. Vendor Qualification Packet                       | _____                           |
| 6. Debarment Certification Form                      | _____                           |
| 7. Non-Collusion Affidavit                           | _____                           |
| 8. Form CIQ  |                                 |
| 9. Form 1295   |                                 |
| 10. Payment Terms:                                   | _____ net 30 _____ Other        |

Person to contact regarding this proposal: \_\_\_\_\_

Title: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Name of person authorized to bid the Firm: \_\_\_\_\_

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

Title: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail address: \_\_\_\_\_

**PROPOSAL FORM**  
**INMATE TELEPHONE & INMATE VIDEO VISITATION SYSTEM**  
**GALVESTON COUNTY, TEXAS**

Proposer shall use this form to provide the information for notice.

1. Contact information for notice:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone Number: \_\_\_\_\_ Facsimile number: \_\_\_\_\_

2. If a copy of notice is requested, please complete below:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone Number: \_\_\_\_\_ Facsimile number: \_\_\_\_\_

3. If second or more copies are requested for notice, please supplement this form and clearly mark the supplement as "Supplementary Notice Information."

Proposer to submit reference information. Proposer shall use this form to provide minimum required reference information. If Proposer wishes to provide more than the minimum, Proposer should supplement this form and should clearly mark the supplement as "Supplementary Reference Information."

1. References who can attest to the Proposer's capability to carry out the requirements set forth in this proposal:

Business Name of Organization: \_\_\_\_\_  
Name of Person: \_\_\_\_\_  
Title of Individual within Organization, if applicable \_\_\_\_\_  
Business address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone number: \_\_\_\_\_ Facsimile number: \_\_\_\_\_

Business Name of Organization: \_\_\_\_\_  
Name of Person: \_\_\_\_\_  
Title of Individual within Organization, if applicable \_\_\_\_\_  
Business address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone number: \_\_\_\_\_ Facsimile number: \_\_\_\_\_

Business Name of Organization: \_\_\_\_\_  
Name of Person: \_\_\_\_\_  
Title of Individual within Organization, if applicable \_\_\_\_\_  
Business address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone number: \_\_\_\_\_ Facsimile number: \_\_\_\_\_

**PROPOSAL FORM**  
**INMATE TELEPHONE & INMATE VIDEO VISITATION SYSTEM**  
**GALVESTON COUNTY, TEXAS**

References of major supplier of Proposer who can speak to the financial capability of the Proposer to carry out the requirements set forth in this proposal:

1. Business Name of Supplier \_\_\_\_\_  
Name of Person: \_\_\_\_\_  
Title of Individual within business: \_\_\_\_\_  
Business address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone number: \_\_\_\_\_ Facsimile number: \_\_\_\_\_
  
2. Business Name of Supplier \_\_\_\_\_  
Name of Person: \_\_\_\_\_  
Title of Individual within business: \_\_\_\_\_  
Business address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone number: \_\_\_\_\_ Facsimile number: \_\_\_\_\_
  
3. Business Name of Supplier \_\_\_\_\_  
Name of Person: \_\_\_\_\_  
Title of Individual within business: \_\_\_\_\_  
Business address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone number: \_\_\_\_\_ Facsimile number: \_\_\_\_\_

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State of Texas

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County of Galveston

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**NON-COLLUSION AFFIDAVIT**

Before me, the undersigned notary, on this day personally appeared \_\_\_\_\_ (Affiant), whom being first duly sworn, deposes and certifies that:

- Affiant is the \_\_\_\_\_ of \_\_\_\_\_, that  
(Individual, Partner, Corporate Officer) (Name of Proposer)
- submitted the attached Bid/Proposal in **RFP #B162006 Inmate Telephone & Inmate Video Visitation System**
- Affiant is a duly authorized representative of Proposer and is authorized to make this Non-Collusion Affidavit;
- The attached Proposal/Bid is genuine and is not a collusive or sham Proposal/Bid;
- The attached Proposal/Bid has been independently arrived at without collusion with any other bidder, proposer, person, firm, competitor, or potential competitor;
- Bidder/Proposer has not colluded, conspired, connived or agreed, directly or indirectly, with any other bidder, proposer, person, firm, competitor, or potential competitor, to submit a collusive or sham bid or that such other bidder, proposer, person, firm, competitor, or potential competitor shall refrain from bidding/proposing;
- Bidder/Proposer has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, proposer, person, firm, competitor, or potential competitor to fix the price or prices in the attached Bid/Proposal or of the bid/proposal any other bidder/proposer;
- Bidder/Proposer has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, proposer, person, firm, competitor, or potential competitor to fix the overhead, profit or cost element of the Bid/Proposal price or prices of any other bidder/proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against Galveston County or any person interested in the proposed contract;
- Affiant has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, proposer, person, firm, competitor, or potential competitor, paid or agreed to pay any other bidder, proposer, person, firm, competitor, or potential competitor any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the price or prices in the attached Bid/Proposal or the bid/proposal of any other Bidder/Proposer; and
- Affiant certifies that Affiant is fully informed regarding the accuracy of the statements contained herein, and under penalties of perjury, certifies and affirms the truth of the statements herein, such penalties being applicable to the Bidder/Proposer as well as to Affiant signing on its behalf.

\_\_\_\_\_  
**Signature of Affiant**

**SWORN TO and SUBSCRIBED** before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_



County of Galveston

ACKNOWLEDGMENT AND CERTIFICATION REGARDING DEBARMENT,  
SUSPENSION, AND OTHER INELGIBILITY

Executive Orders 12549 & 12689 Certification, Debarment and Suspension

Solicitation Number: RFP #B162006

Solicitation Title: Inmate Telephone & Inmate Video Visitation System

**Contractor hereby CERTIFIES that:**

Contractor, and all of its principals, is not presently debarred, suspended, proposed for debarment, proposed for suspension, or declared ineligible under Executive Order 12549 or Executive Order 12689, Debarment and Suspension, and is not in any other way ineligible for participation in Federal or State assistance programs;

Contractor, and all of its principals, were not and have not been debarred, suspended, proposed for debarment, proposed for suspension, or declared ineligible under Executive Order 12549 or Executive Order 12689, Debarment and Suspension, and were not and have not been in any other way ineligible for participation in Federal or State assistance programs at the time its' proposal was submitted in the procurement identified herein and at any time since submission of its' proposal;

Contractor has included, and shall continue to include, this certification in all contracts between itself and any sub-contractors in connection with services performed under this contract; **and**

Contractor shall notify Galveston County in writing immediately, through written notification to the Galveston County Purchasing Agent, if Contractor is not in compliance with Executive Order 12549 or 12689 during the term of its contract with Galveston County.

Contractor **Represents** and **Warrants** that the individual executing this Acknowledgment and Certification on its behalf has the full power and authority to do so and can legally bind the Contractor hereto.

\_\_\_\_\_  
Name of Business

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Printed Name & Title



## County of Galveston Purchasing Department Vendor Qualification Packet

(rev. 1.2, March 29, 2010)

All interested parties seeking consideration for qualified vendor status with the County of Galveston should complete and return only the following attached forms to:

Galveston County Purchasing Department  
722 Moody Avenue, (21st Street), 5<sup>th</sup> Floor  
Galveston, Texas 77550  
(409) 770-5371 office  
(409) 621-7987 fax

- Form PEID:** Person /Entity Information Data  
**Form W-9:** Request for Taxpayer Identification Number and Certification  
*(please note that the included form may not be the latest revised form issued by the Internal Revenue Service. Please check the IRS website at <http://www.irs.gov/pub/irs-pdf/fw9.pdf> for the latest revision of this form.)*  
**Form CIQ:** Conflict of Interest Questionnaire  
*(please note that the included form may not be the latest revised form issued by the State of Texas Ethics Commission. Please check the Texas Ethics Commission website at for the latest revision of this form. Please note that Galveston County Purchasing Agent is not responsible for the filing of this form with the Galveston County Clerk per instructions of the State of Texas Ethics Commission).*

**Certificate(s) of Insurance:** If the person or entity seeking qualified vendor status with the County will be performing work at or on any County owned facility and/or property, Certificate(s) of Insurance are required to be submitted prior to performing any work.

Insurance requirements are as follows:

### Public Liability and Property Damage Insurance:

Successful vendor agrees to keep in full force and effect, a policy of public liability and property damage insurance issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners of the State of Texas, with coverage provisions insuring the public from any loss or damage that may arise to any person or property by reason of services rendered by vendor. Vendor shall at its own expense be required to carry the following minimum insurance coverages:

- For damages arising out of bodily injury to or death of one person in any one occurrence – one hundred thousand and no/100 dollars (\$100,000.00);
- For damages arising out of bodily injury to or death of two or more persons in any one occurrence – three hundred thousand and no/100 dollars (\$300,000.00); and
- For injury to or destruction of property in any one occurrence – one hundred thousand and no/100 dollars (\$100,000.00).

This insurance shall be either on an occurrence basis or on a claims made basis. Provided however, that if the coverage is on a claims made basis, then the vendor shall be required to purchase, at the termination of this agreement, tail coverage for the County for the period of the County's relationship with the vendor under this agreement. Such coverage shall be in the amounts set forth in subparagraphs (1), (2), and (3) above.

**Worker's Compensation Insurance:**

Successful vendor shall also carry in full force Workers' Compensation Insurance policy(ies), if there is more than one employee, for all employees, including but not limited to full time, part time, and emergency employees employed by the vendor. Current insurance certificates certifying that such policies as specified above are in full force and effect shall be furnished by the vendor to the County.

**The County of Galveston shall be named as additional insured on policies listed in subparagraphs above and shall be notified of any changes to the policy(ies) during the contractual period.**

Insurance is to be placed with insurers having a Best rating of no less than A. The vendor shall furnish the County with certificates of insurance and original endorsements affecting coverage required by these insurance clauses. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The vendor shall be required to submit annual renewals for the term of any contractual agreement, purchase order or term contract, with Galveston County prior to expiration of any policy.

In addition to the remedies stated herein, the County has the right to pursue other remedies permitted by law or in equity.

The County agrees to provide vendor with reasonable and timely notice of any claim, demand, or cause of action made or brought against the County arising out of or related to utilization of the property. Vendor shall have the right to defend any such claim, demand, or cause of action at its sole cost and expense and within its sole and exclusive discretion. The County agrees not to compromise or settle any claim or cause of action arising out of or related to the utilization of the property without the prior written consent of the vendor.

In no event shall the County be liable for any damage to or destruction of any property belonging to the vendor unless specified in writing and agreed upon by both parties.

**Procurement Policy - Special Note:**

Understand that it is, according to Texas Local Government Code, Section 262.011, Purchasing Agents, subsections (d), (e), and (f), the sole responsibility of the Purchasing Agent to supervise all procurement transactions.

Therefore, be advised that all procurement transactions require proper authorization in the form of a Galveston County purchase order from the Purchasing Agent's office prior to commitment to deliver supplies, materials, equipment, including contracts for repair, service, and maintenance agreements. Any commitments made without proper authorization from the Purchasing Agent's office, pending Commissioners' Court approval, may become the sole responsibility of the individual making the commitment including the obligation of payment.

**Code of Ethics - Statement of Purchasing Policy:**

Public employment is a public trust. It is the policy of Galveston County to promote and balance the objective of protecting the County's integrity and the objective of facilitating the recruitment and

retention of personnel needed by Galveston County. Such policy is implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public office.

Public employees must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Galveston County procurement organization.

To achieve the purpose of these instructions, it is essential that those doing business with Galveston County also observe the ethical standards prescribed here.

**General Ethical Standards:** It shall be a breach of ethics to attempt to realize personal gain through public employment with Galveston County by any conduct inconsistent with the proper discharge of the employee's duties.

It shall be a breach of ethics to attempt to influence any public employee of Galveston County to breach the standards of ethical conduct set forth in this code.

It shall be a breach of ethics for any employee of Galveston County to participate directly or indirectly in procurement when the employee knows that:

- The employee or any member of the employee's immediate family has a financial interest pertaining to the procurement.
- A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement.
- Any other person, business or organization with which the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

**Gratuities:** It shall be a breach of ethics to offer, give or agree to give any employee of Galveston County, or for any employee or former employee of Galveston County to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government.

**Kickbacks:** It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Galveston County, or any person associated therewith, as an inducement for the award of a subcontract or order.

**Contract Clause:** The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation by Galveston County.

**Confidential Information:** It shall be a breach of ethics for any employee or former employee of Galveston County to knowingly use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any person.

**Questions/Concerns:**

If you have any questions or concerns regarding the information or instructions contained within this packet, please contact any member of the Purchasing Department staff at (409) 770-5371.

## CONFLICT OF INTEREST DISCLOSURE REPORTING

Proposer may be required under Chapter 176 of the Texas Local Government Code to complete and file a conflict of interest questionnaire (CIQ Form). If so, the completed CIQ Form must be filed with the County Clerk of Galveston County, Texas.

If Proposer has an employment or other business relationship with an officer of Galveston County or with a family member of an officer of Galveston County that results in the officer or family member of the officer receiving taxable income that exceeds \$2,500.00 during the preceding 12-month period, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County.

If Proposer has given an officer of Galveston County or a family member of an officer of Galveston County one or more gifts with an aggregate value of more than \$250.00 during the preceding 12-months, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County.

The Galveston County Clerk has offices at the following locations:

Galveston County Clerk  
Galveston County Justice Center, Suite 2001  
600 59<sup>th</sup> Street  
Galveston, Texas 77551

Galveston County Clerk  
North County Annex, 1<sup>st</sup> Floor  
174 Calder Road  
League City, Texas 77573

Again, if Proposer is required to file a CIQ Form, the original completed form is filed with the Galveston County Clerk (not the Purchasing Agent).

For Proposer's convenience, a blank CIQ Form is enclosed with this proposal. Blank CIQ Forms may also be obtained by visiting the Galveston County Clerk's website and/or the Purchasing Agent's website – both of these web sites are linked to the Galveston County homepage, at <http://www.co.galveston.tx.us>.

As well, blank CIQ Forms may be obtained by visiting the Texas Ethics Commission website, specifically at [http://www.ethics.state.tx.us/whatsnew/conflict\\_forms.htm](http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm).

Chapter 176 specifies deadlines for the filing of CIQ Forms (both initial filings and updated filings).

It is Proposer's sole responsibility to file a true and complete CIQ Form with the Galveston County Clerk if Proposer is required to file by the requirements of Chapter 176. Proposer is advised that it is an offense to fail to comply with the disclosure reporting requirements dictated under Chapter 176 of the Texas Local Government Code.

If you have questions about compliance with Chapter 176, please consult your own legal counsel. Compliance is the individual responsibility of each person, business, and agent who is subject to Chapter 176 of the Texas Local Government Code.



**COUNTY of GALVESTON  
Purchasing Department**

rev. 1.3, March 29, 2010

<b>FORM PEID:</b>	<b>Request for Person-Entity Identification Data</b>
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Instructions: Please type or print clearly when completing sections 1 thru 4 and return completed form to:

**Galveston County Purchasing Agent**  
 722 Moody Avenue (21st. Street), 5th Floor  
 Galveston, Texas 77550  
 (409) 770-5371 office  
 (409) 621-7987 fax

1.	<b>Business Name:</b>			
	<b>Attention Line:</b>			
2.	<b>Physical Address:</b>			
	<b>City:</b>		<b>State:</b>	<b>Zip+4:</b>
3.	<b>Billing / Remit Address:</b>			
	<b>City:</b>		<b>State:</b>	<b>Zip+4</b>
4.	<b>Main Contact Person:</b>			
	<b>Main Phone Number:</b>			
	<b>Fax Number:</b>			
	<b>E-mail Address:</b>			

Areas below are for County use only.

<b>Requested By:</b>	<b>Phone / Ext. #</b>	
<b>Department:</b>	<b>Date:</b>	
<b>Action Requested - Check One:</b>	<b>IFAS PEID Vendor Number:</b>	
<input type="checkbox"/> Add New	<input type="checkbox"/> Change Data	<input type="checkbox"/> Re-activate
<input type="checkbox"/> Inactivate	<input type="checkbox"/> Employee	<input type="checkbox"/> Attorney
<input type="checkbox"/> Landlord	<input type="checkbox"/> Foster Parent	<input type="checkbox"/> Refund
<input type="checkbox"/> One Time	<input type="checkbox"/> Foster Child	

## Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
OR
Employer identification number

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7

<sup>1</sup>See Form 1099-MISC, Miscellaneous Income, and Its Instructions.

<sup>2</sup>However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

### Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.consumer.gov/idtheft](http://www.consumer.gov/idtheft) or 1-877-IDTHEFT(438-4338).

Visit the IRS website at [www.irs.gov](http://www.irs.gov) to learn more about identity theft and how to reduce your risk.

### What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

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

**FORM CIQ**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.  
 This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).  
 By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.  
 A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

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

**2**  Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3** Name of local government officer about whom the information in this section is being disclosed.

\_\_\_\_\_ Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. 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, other than investment income, from the vendor?

Yes       No

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

Yes       No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

Yes       No

D. Describe each employment or business and family relationship with the local government officer named in this section.

**4** \_\_\_\_\_  
 Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
 Date