



COLLIN COUNTY

INMATE TELEPHONE SYSTEM

RFP 2017-121

**Courtney Wilkerson
Jack Hatchell Administration Building
2300 Bloomdale Road, Ste. 3160
McKinney, TX 75071**

**(P) 972-548-4113 (F) 972-548-4694
cwilkerson@collincountytexas.gov**

Collin County exclusively uses IonWave Technologies, Inc. ([Collin County eBid](#)) for the notification and dissemination of all solicitations. The receipt of solicitations through any other means may result in your receipt of incomplete specifications and/or addendums which could ultimately render your bid/proposal non-compliant. Collin County accepts no responsibility for the receipt and/or notification of solicitations through any other means.

LEGAL NOTICE

By order of the Commissioners' Court of Collin County, Texas, sealed proposals will be received by the Purchasing Agent, 2300 Bloomdale, Suite 3160, McKinney, TX 75071, until **2:00 P.M., Thursday, May 25, 2017**, for Request for Proposal **Inmate Telephone System (RFP No. 2017-121)**. A **Mandatory** pre-proposal conference will be conducted by Collin County on **Tuesday, May 9, 2017 at 1:00pm CST** in the Detention Facility Training Room, Collin County Justice Center, 4300 Community Ave., Suite 1530, McKinney, Texas 75071. This is to provide an opportunity for all interested companies to ask questions, receive clarification and additional documentation providing statistical information, and to tour the facilities. Participation in the conference is mandatory for any Contractor intending to submit a proposal. The site tour is also **MANDATORY** to avoid the situation of a proposal being submitted without the Contractor having seen the facilities. For the conference and tours, each participant shall have a valid driver's license or other officially-issued photo identification. At least one representative from the company electing to consider bidding and not more than two (2) individuals may participate for a single Contractor. Any additional participants shall receive the advance approval of Collin County. While the conference and site tours are mandatory, it is not mandatory that the same company representatives participate in both activities. Delegation of each task assignment is at the discretion of the Contractor; however, at least one company representative shall represent the Contractor at each activity. Proposers shall use unit pricing. Funds for payment have been provided through the Collin County budget approved by the Commissioner's Court for this fiscal year only. Proposers may obtain detailed specifications and other documents at Office of the Purchasing Agent: Collin County Administration Building, 2300 Bloomdale, Suite 3160, McKinney, TX 75071, 972-548-4165, or by going to: <http://collincountytx.ionwave.net>. Sealed proposals will be opened on **Thursday, May 25, 2017 at 2:00 P.M.** by the Purchasing Agent, 2300 Bloomdale, Suite 3160, McKinney, TX 75071. The Commissioners' Court reserves the right to reject any and all proposals.



ATTENTION: CLASSIFIEDS
BILL TO: ACCOUNT NO 06100315-000
COMMISSIONER'S COURT

NOTICE TO PUBLISHERS: Please publish in your issue on **Thursday, April 27, 2017, and Thursday, May 4, 2017**. A copy of this notice and the publisher's affidavit must accompany the invoice when presented for payment.

NEWSPAPER: Plano Star Courier
DATE: April 24, 2017
FAX: 972-529-1684

Collin County, Texas

Bid Information

Bid Owner Courtney Wilkerson Senior Buyer
 Email cwilkerson@co.collin.tx.us
 Phone (972) 548-4113
 Fax (972) 548-4694
 Bid Number 2017-121
 Title Inmate Telephone System
 Bid Type RFP
 Issue Date 04/25/2017
 Close Date 5/25/2017 02:00:00 PM (CT)

Contact Information

Address 2300 Bloomdale Rd.
 Ste. 3160
 McKinney, TX 75071
 Contact Courtney Wilkerson Senior Buyer
 Department Purchasing
 Building Admin. Building
 Floor/Room Ste.3160
 Telephone (972) 548-4113
 Fax (972) 548-4694
 Email cwilkerson@co.collin.tx.us

Ship to Information

Address
 Contact
 Department
 Building
 Floor/Room
 Telephone
 Fax
 Email

Supplier Information

Company Name _____
 Contact Name _____
 Address _____

 Telephone _____
 Fax _____
 Email _____

Supplier Notes

The undersigned hereby certifies the foregoing proposal submitted by the company listed below hereinafter called "offeror" is the duly authorized agent of said company and the person signing said proposal has been duly authorized to execute same. Offeror affirms that they are duly authorized to execute this contract; this company; corporation, firm, partnership or individual has not prepared this proposal in collusion with any other offeror or other person or persons engaged in the same line of business; and that the contents of this proposal as to prices, terms and conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

Signature _____ Date ____ / ____ / ____

Bid Notes

Please login to view documents. Collin County is requesting proposals from contractors for a Inmate Pay/Coinless Telephone Service. This service shall include all installation and maintenance for support of this entire service. It shall be a coinless collect call system. Any questions related to this RFP shall be directed to Courtney Wilkerson, cwilkerson@co.collin.tx.us.

Bid Activities

Date	Name	Description
5/9/2017 01:00 PM (CT)	MANDATORY PRE-PROPOSAL MEETING	A mandatory pre-proposal conference will be conducted by Collin County at 1:00 p.m., May 9, 2017, in the Detention Facility Training Room, Collin County Justice Center, 4300 Community Ave., Suite 1530, McKinney, Texas 75071. This is to provide an opportunity for all interested companies to ask questions, receive clarification and additional documentation providing statistical information, and to tour the facilities. Participation in the conference is mandatory for any Contractor intending to submit a proposal. The site tour is also MANDATORY to avoid the situation of a proposal being submitted without the Contractor having seen the facilities. For the conference and tours, each participant shall have a valid driver's license or other officially-issued photo identification. At least one representative from the company electing to consider bidding and not more than two (2) individuals may participate for a single Contractor. Any additional participants shall receive the advance approval of Collin County. While the conference and site tours are mandatory, it is not mandatory that the same company representatives participate in both activities. Delegation of each task assignment is at the discretion of the Contractor; however, at least one company representative shall represent the Contractor at each activity.

Bid Messages

Bid Attachments

The following attachments are associated with this opportunity and will need to be retrieved separately

Line	Filename	Description
Header	LEGAL NOTICE-INMATE TELEPHONE SYSTEM.pdf	Legal Notice
Header	General Instructions_Proposals.docx	General Instructions_Proposals
Header	Terms of Contract_Proposals.docx	Terms of Contract - Proposals
Header	Insurance updated 1-26-2015.doc	Minimum Insurance Requirements
Header	Inmate Telephone_RFP.pdf	Specifications
Header	Attachment A-Telephone Locations, Historical Commissions and Usage Report.pdf	Attachment A-Telephone Locations, Historical Commissions and Usage Report
Header	Attachment B-Pricing and Commission Schedule.pdf	Attachment B-Pricing and Commission Schedule
Header	Attachment C-Toughbook Specifications.pdf	Attachment C-Toughbook Specifications
Header	Payment Bond.pdf	Payment Bond
Header	Performance Bond.pdf	Performance Bond
Header	Information_Regarding_Conflict_of_Interest_Questionnaire-.pdf	Information Regarding Conflict of Interest Questionnaire
Header	CIQ_113015.pdf	Conflict of Interest Questionnaire
Header	Bid Document.pdf	Bid Document (Complete if Submitting Manual Bid)
Header	W9_2014.pdf	W-9

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Delivery	<p>Delivery will be F.O.B. inside delivery at Collin County designated locations and all transportation charges are to be paid by the supplier to destination.</p> <p>Please state delivery in calendar days from date of order.</p>	_____ (Required)

- 2 Exceptions Do you take exceptions to the specifications. If so, by separate attachment, please state your exceptions. _____ (Required)
Valid Responses: [Please Select], Yes, No
- 3 Insurance I understand that the insurance requirements of this solicitation are required and a certificate of insurance shall be submitted to the Purchasing department if I am awarded all or a portion of the resulting contract. _____ (Required)

Please initial.
- 4 Subcontractors State the business name of all subcontractors and the type of work they will be performing under this contract. _____ (Required)

If you are fully qualified to self-perform the entire contract, please respond with "Not Applicable-Self Perform".
- 5 Reference No. 1 List a company or governmental agency where these same/like products /services, as stated herein, have been provided. _____ (Required)

Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.
- 6 Reference No. 2 List a company or governmental agency where these same/like products /services, as stated herein, have been provided. _____ (Required)

Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.
- 7 Reference No. 3 List a company or governmental agency where these same/like products /services, as stated herein, have been provided. _____ (Required)

Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.
- 8 Cooperative Contracts As permitted under Title 8, Chapter 271, Subchapter F, Section 271.101 and 271.102 V.T.C.A. and Title 7, Chapter 791, Subchapter C, Section 791.025, V.T.C.A., other local governmental entities may wish to also participate under the same terms and conditions contained in this contract. Each entity wishing to participate must enter into an inter-local agreement with Collin County and have prior authorization from vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the local governmental entity requiring supplies/services. Collin County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract. _____ (Required)

Would bidder be willing to allow other local governmental entities to participate in this contract, if awarded, under the same terms and conditions?
Valid Responses: [Please Select], Yes, No

9 Preferential Treatment

The County of Collin, as a governmental agency of the State of Texas, may not award a contract to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located (Government Code, Title 10, V.T.C.A., Chapter 2252, Subchapter A). _____ (Required)

1. Is your principal place of business in the State of Texas?
2. If your principal place of business is not in Texas, in which State is your principal place of business?
3. If your principal place of business is not in Texas, does your state favor resident bidders (bidders in your state) by some dollar increment or percentage?
4. If your state favors resident bidders, state by what dollar amount or percentage.

10 Debarment Certification

I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. _____ (Required)

Please initial.

11 Immigration and Reform Act

I declare and affirm that my company is in compliance with the Immigration and Reform Act of 1986 and all employees are legally eligible to work in the United States of America. _____ (Required)

I further understand and acknowledge that any non-compliance with the Immigration and Reform Act of 1986 at any time during the term of this contract will render the contract voidable by Collin County.

Please initial.

12 Disclosure of Certain Relationships

Chapter 176 of the Texas Local Government Code requires that any vendor considering doing business with a local government entity disclose the vendor's affiliation or business relationship that might cause a conflict of interest with a local government entity. Subchapter 6 of the code requires a vendor to file a conflict of interest questionnaire (CIQ) if a conflict exists. By law this questionnaire must be filed with the records administrator of Collin County no later than the 7th business day after the date the vendor becomes aware of an event that requires the statement to be filed. A vendor commits an offense if the vendor knowingly violates the code. An offense under this section is a misdemeanor. _____ (Required)

By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

Please send completed forms to the Collin County County Clerk's Office located at 2300 Bloomdale Rd., Suite 2104, McKinney, TX 75071.

Please initial.

- 13 Disclosure of Interested Parties _____ (Required)
- Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section.
- Section 2252.908 applies only to a contract entered into on or after January 1, 2016.
- Please initial.
- 14 Notification Survey _____ (Required)
- In order to better serve our offerors, the Collin County Purchasing Department is conducting the following survey. We appreciate your time and effort expended to submit your bid. Should you have any questions or require more information please call (972) 548-4165.
- How did you receive notice of this request?
Valid Responses: [Please Select], Plano Star Courier, Plan Room, Collin County eBid Notification, Collin County Website, Other
- 15 Proposer Acknowledgement _____ (Required)
- Proposer acknowledges, understands the specifications, any and all addenda, and agrees to the proposal terms and conditions and can provide the minimum requirements stated herein. Offeror acknowledges they have read the document in its entirety, visited the site, performed investigations and verifications as deemed necessary, is familiar with local conditions under which work is to be performed and will be responsible for any and all errors in Proposal submittal resulting from Proposer's failure to do so. Proposer acknowledges the prices submitted in this Proposal have been carefully reviewed and are submitted as correct and final. If Proposal is accepted, vendor further certifies and agrees to furnish any and all products/services upon which prices are extended at the price submitted, and upon conditions in the specifications of the Request for Proposal.
- Please initial.

Line Items

#	Qty	UOM	Description	Response
1	1	each	Complete Attachment B – Pricing and Commissions Schedule. Contractor shall provide pricing in accordance with the FCC Rates as applicable.	\$ _____ (Required) Price

Supplier Notes: _____

2	1	each	Identify all revenue proposed for Collin County. See Attachment B– Pricing and Commissions Schedule.	\$ _____ (Required) Price
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Supplier Notes: _____

3	1	lump sum	Using your pricing stated in Attachment B, Proposed Pricing and Commission Schedule state cost for 15 minute call using the Intralata for prepay and debit including all fees charged to friends and family.	\$ _____ (Required) Price
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Supplier Notes: _____

1.0 GENERAL INSTRUCTIONS

1.0.1 Definitions

1.0.1.1 Offeror: refers to submitter.

1.0.1.2 Vendor/Contractor/Provider: refers to a Successful Vendor/Contractor/Service Provider.

1.0.1.3 Submittal: refers to those documents required to be submitted to Collin County, by an Offeror.

1.0.1.4 RFP: refers to Request for Proposal.

1.0.1.5 CSP: refers to Competitive Sealed Proposal

1.1 If Offeror does not wish to submit an offer at this time, please submit a No Bid.

1.2 Awards shall be made not more than ninety (90) days after the time set for opening of submittals.

1.3 Collin County is always conscious and extremely appreciative of your time and effort in preparing your submittal.

1.4 Collin County exclusively uses ionWave Technologies, Inc. (Collin County eBid) for the notification and dissemination of all solicitations. The receipt of solicitations through any other company may result in your receipt of incomplete specifications and/or addendums which could ultimately render your bid non-compliant. Collin County accepts no responsibility for the receipt and/or notification of solicitations through any other company.

1.5 A submittal may not be withdrawn or canceled by the offeror prior to the ninety-first (91st) day following public opening of submittals and only prior to award.

1.6 It is understood that Collin County, Texas reserves the right to accept or reject any and/or all Proposals/Submittals for any or all products and/or services covered in a Request For Proposal (RFP) and Competitive Sealed Proposal (CSP), and to waive informalities or defects in submittals or to accept such submittals as it shall deem to be in the best interest of Collin County.

1.7 All RFP's and CSP's submitted in hard copy paper form shall be submitted in a sealed envelope, plainly marked on the outside with the RFP/CSP number and name. A hard copy paper form submittal shall be manually signed in ink by a person having the authority to bind the firm in a contract. Submittals shall be mailed or hand delivered to the Collin County Purchasing Department.

1.8 No oral, telegraphic or telephonic submittals will be accepted. RFP's and CSP's may be submitted in electronic format via Collin County eBid.

1.9 All Request for Proposals (RFP) and Competitive Sealed Proposals (CSP) submitted electronically via Collin County eBid shall remain locked until official date and time of opening as stated in the Special Terms and Conditions of the RFP and/or CSP.

1.10 Time/date stamp clock in Collin County Purchasing Department shall be the official time of receipt for all Request for Proposals (RFP) and Competitive Sealed Proposals (CSP) submitted in hard copy paper form. RFP's, and CSP's received in the Collin County Purchasing Department after submission deadline shall be considered void and unacceptable. Absolutely no late submittals will be considered. Collin County accepts no responsibility for technical difficulties related to electronic submittals.

1.11 For hard copy paper form submittals, any alterations made prior to opening date and time must be initialed by the signer of the RFP/CSP, guaranteeing authenticity. Submittals cannot be altered or amended after submission deadline.

1.12 Collin County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the prices submitted shall not include taxes.

1.13 Any interpretations, corrections and/or changes to a Request for Proposal or Competitive Sealed Proposal and related Specifications or extensions to the opening/receipt date will be made by addenda to the respective document by the Collin County Purchasing Department. Questions and/or clarification requests must be submitted no later than seven (7) days prior to the opening/receipt date. Those received at a later date may not be addressed prior to the public opening. Sole authority to authorize addenda shall be vested in Collin County Purchasing Agent as entrusted by the Collin County Commissioners' Court. Addenda may be transmitted electronically via Collin County eBid.

1.13.1 Addenda will be transmitted to all that are known to have received a copy of the RFP/CSP and related Specifications. However, it shall be the sole responsibility of the Bidder/Quoter/Offeror to verify issuance/non-issuance of addenda and to check all avenues of document availability (i.e. **Collin County eBid** <https://collincountytx.ionwave.net/>, telephoning Purchasing Department directly, etc.) prior to opening/receipt date and time to insure Offeror's receipt of any addenda issued. Offeror shall acknowledge receipt of all addenda.

1.14 All materials and services shall be subject to Collin County approval.

1.15 Collin County reserves the right to make award in whole or in part as it deems to be in the best interest of the County.

1.16 Any reference to model/make and/or manufacturer used in specifications is for descriptive purposes only. Products/materials of like quality will be considered.

1.17 Offerors taking exception to the specifications shall do so at their own risk. By offering substitutions, Offeror shall state these exceptions in the section provided in the RFP/CSP or by attachment. Exception/substitution, if accepted, must meet or exceed specifications stated therein. Collin County reserves the right to accept or reject any and/or all of the exception(s)/substitution(s) deemed to be in the best interest of the County.

1.18 Minimum Standards for Responsible Prospective Offerors: A prospective Offeror must meet the following minimum requirements:

1.18.1 have adequate financial resources, or the ability to obtain such resources as required;

1.18.2 be able to comply with the required or proposed delivery/completion schedule;

1.18.3 have a satisfactory record of performance;

1.18.4 have a satisfactory record of integrity and ethics;

1.18.5 be otherwise qualified and eligible to receive an award.

Collin County may request documentation and other information sufficient to determine Offeror's ability to meet these minimum standards listed above.

1.20 Vendor shall bear any/all costs associated with it's preparation of a RFP/CSP submittal.

1.21 Public Information Act: Collin County is governed by the Texas Public Information Act, Chapter 552 of the Texas Government Code. All information submitted by prospective bidders during the bidding process is subject to release under the Act.

1.22 The Offeror shall comply with Commissioners' Court Order No. 2004-167-03-11, County Logo Policy.

1.23 Interlocal Agreement: Successful bidder agrees to extend prices and terms to all entities that has entered into or will enter into joint purchasing interlocal cooperation agreements with Collin County.

1.24 Bid Openings: All bids submitted will be read at the county's regularly scheduled bid opening for the designated project. However, the reading of a bid at bid opening should be not construed as a comment on the responsiveness of such bid or as any indication that the county accepts such bid as responsive.

The county will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, Collin County Purchasing Guidelines, and project documents, including but not limited to the project specifications and contract documents. The county will notify the successful bidder upon award of the contract and, according to state law; all bids received will be available for inspection at that time.

2.0 TERMS OF CONTRACT

2.1 A proposal, when properly accepted by Collin County, shall constitute a contract equally binding between the Vendor/Contractor/Provider and Collin County. No different or additional terms will become part of this contract with the exception of an Amendment.

2.2 No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All Amendments to the contract will be made in writing by Collin County Purchasing Agent.

2.3 No public official shall have interest in the contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

2.4 The Vendor/Contractor/Provider shall comply with Commissioners' Court Order No. 96-680-10-28, Establishment of Guidelines & Restrictions Regarding the Acceptance of Gifts by County Officials & County Employees.

2.5 Design, strength, quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.

2.6 Proposals must comply with all federal, state, county and local laws concerning the type(s) of product(s)/service(s)/equipment/project(s) contracted for, and the fulfillment of all ADA (Americans with Disabilities Act) requirements.

2.7 All products must be new and unused, unless otherwise specified, in first-class condition and of current manufacture. Obsolete products, including products or any parts not compatible with existing hardware/software configurations will not be accepted.

2.8 Vendor/Contractor/Provider shall provide any and all notices as may be required under the Drug-Free Work Place Act of 1988, 28 CFR Part 67, Subpart F, to its employees and all sub-contractors to insure that Collin County maintains a drug-free work place.

2.9 Vendor/Contractor/Provider shall defend, indemnify and save harmless Collin County and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, claims, actions, damages (including personal injury and or property damages), or demands of any character, name and description, (including attorneys' fees, expenses and other defense costs of any nature) brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of Vendor/Contractor/Provider's breach of the contract arising from an award, and/or any negligent act, error, omission or fault of the Vendor/Contractor/Provider, or of any agent, employee, subcontractor or supplier of Vendor/Contractor/Provider in the execution of, or performance under, any contract which may result from an award. Vendor/Contractor/Provider shall pay in full any judgment with costs, including attorneys' fees and expenses which are rendered against Collin County and/or participating entities arising out of such breach, act, error, omission and/or fault.

2.10 Expenses for Enforcement. In the event either Party hereto is required to employ an attorney to enforce the provisions of this Agreement or is required to commence legal proceedings to enforce the provisions hereof, the prevailing Party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement, including collection.

2.11 If a contract, resulting from a Collin County RFP/CSP is for the execution of a public work, the following shall apply:

2.11.1 In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a Payment Bond if the contract is in excess of

\$25,000.00. Such bond shall be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).

2.11.2 In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a Performance Bond if the contract is in excess of \$100,000.00. Such bond shall be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).

2.12 Purchase Order(s) shall be generated by Collin County to the vendor. Collin County will not be responsible for any orders placed/delivered without a valid purchase order number.

2.13 The contract shall remain in effect until any of the following occurs: delivery of product(s) and/or completion and acceptance by Collin County of product(s) and/or service(s), contract expires or is terminated by either party with thirty (30) days written notice prior to cancellation and notice must state therein the reasons for such cancellation. Collin County reserves the right to terminate the contract immediately in the event the Vendor/Contractor/Provider fails to meet delivery or completion schedules, or otherwise perform in accordance with the specifications. Breach of contract or default authorizes the County to purchase elsewhere and charge the full increase in cost and handling to the defaulting Vendor/Contractor/Provider.

2.14 Collin County Purchasing Department shall serve as Contract Administrator or shall supervise agents designated by Collin County.

2.15 All delivery and freight charges (FOB Inside delivery at Collin County designated locations) are to be included as part of the proposal price. All components required to render the item complete, installed and operational shall be included in the total proposal price. Collin County will pay no additional freight/delivery/installation/setup fees.

2.16 Vendor/Contractor/Provider shall notify the Purchasing Department immediately if delivery/completion schedule cannot be met. If delay is foreseen, the Vendor/Contractor/Provider shall give written notice to the Purchasing Agent. The County has the right to extend delivery/completion time if reason appears valid.

2.17 The title and risk of loss of the product(s) shall not pass to Collin County until Collin County actually receives and takes possession of the product(s) at the point or points of delivery. Collin County shall generate a purchase order(s) to the Vendor/Contractor/Provider and the purchase order number must appear on all itemized invoices.

2.18 Invoices shall be mailed directly to the Collin County Auditor's Office, 2300 Bloomdale Road, Suite 3100, McKinney, Texas 75071. All invoices shall show:

2.18.1 Collin County Purchase Order Number;

2.18.2 Vendor's/Contractor's/Provider's Name, Address and Tax Identification Number;

2.18.3 Detailed breakdown of all charges for the product(s) and/or service(s) including applicable time frames.

2.19 Payment will be made in accordance with V.T.C.A., Government Code, Title 10, Subtitle F, Chapter 2251.

- 2.20 All warranties shall be stated as required in the Uniform Commercial Code.
- 2.21 The Vendor/Contractor/Provider and Collin County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.22 The Vendor/Contractor/Provider agree to protect Collin County from any claims involving infringements of patents and/or copyrights.
- 2.23 The contract will be governed by the laws of the State of Texas. Should any portion of the contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract shall remain in effect. The contract is performable in Collin County, Texas.
- 2.24 The Vendor/Contractor/Provider shall not sell, assign, transfer or convey the contract, in whole or in part, without the prior written approval from Collin County.
- 2.25 The apparent silence of any part of the specification as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specification shall be made on the basis of this statement.
- 2.26 Vendor/Contractor/Provider shall not fraudulently advertise, publish or otherwise make reference to the existence of a contract between Collin County and Vendor/Contractor/Provider for purposes of solicitation. As exception, Vendor/Contractor/Provider may refer to Collin County as an evaluating reference for purposes of establishing a contract with other entities.
- 2.27 The Vendor/Contractor/Provider understands, acknowledges and agrees that if the Vendor/Contractor/Provider subcontracts with a third party for services and/or material, the primary Vendor/Contractor/Provider (awardee) accepts responsibility for full and prompt payment to the third party. Any dispute between the primary Vendor/Contractor/Provider and the third party, including any payment dispute, will be promptly remedied by the primary vendor. Failure to promptly render a remedy or to make prompt payment to the third party (subcontractor) may result in the withholding of funds from the primary Vendor/Contractor/Provider by Collin County for any payments owed to the third party.
- 2.28 Vendor/Contractor/Provider shall provide Collin County with diagnostic access tools at no additional cost to Collin County, for all Electrical and Mechanical systems, components, etc., procured through this contract.
- 2.29 Criminal History Background Check: If required, ALL individuals may be subject to a criminal history background check performed by the Collin County's Sheriff's Office prior to access being granted to Collin County. Upon request, Vendor/Contractor/Provider shall provide list of individuals to Collin County Purchasing Department within five (5) working days.
- 2.30 Non-Disclosure Agreement: Where applicable, vendor shall be required to sign a non-disclosure agreement acknowledging that all information to be furnished is in all respects confidential in nature, other than information which is in the public domain through other means and that any disclosure or use of same by vendor, except as provided in the contract/agreement, may cause serious harm or damage to Collin County. Therefore, Vendor agrees that Vendor will not use the information furnished for any purpose other than that stated in contract/agreement, and agrees that Vendor will not either directly or indirectly by agent, employee, or representative disclose this information, either in whole or in part, to any third party, except on a need to know basis for the purpose of evaluating any possible transaction. This agreement shall be binding upon Collin County and Vendor, and upon the directors, officers, employees and agents of each.

2.31 Vendors/Contractors/Providers must be in compliance with the Immigration and Reform Act of 1986 and all employees specific to this solicitation must be legally eligible to work in the United States of America.

2.32 Certification of Eligibility: This provision applies if the anticipated Contract exceeds \$100,000.00 and as it relates to the expenditure of federal grant funds. By submitting a bid or proposal in response to this solicitation, the Offeror certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of proposal submission and time of award, the Offeror will notify the Collin County Purchasing Agent. Failure to do so may result in terminating this contract for default.

2.33 Notice to Vendors/Contractors/Providers delivering goods or performing services within the Collin County Detention Facility: The Collin County Detention Facility houses persons who have been charged with and/or convicted of serious criminal offenses. When entering the Detention Facility, you could: (1) hear obscene or graphic language; (2) view partially clothed male inmates; (3) be subjected to verbal abuse or taunting; (4) risk physical altercations or physical contact, which could be minimal or possibly serious; (5) be exposed to communicable or infectious diseases; (6) be temporarily detained or prevented from immediately leaving the Detention Facility in the case of an emergency or "lockdown"; and (7) subjected to a search of your person or property. While the Collin County Sheriff's Office takes every reasonable precaution to protect the safety of visitors to the Detention Facility, because of the inherently dangerous nature of a Detention Facility and the type of the persons incarcerated therein, please be advised of the possibility of such situations exist and you should carefully consider such risks when entering the Detention Facility. By entering the Collin County Detention Facility, you acknowledge that you are aware of such potential risks and willingly and knowingly choose to enter the Collin County Detention Facility.

2.34 Delays and Extensions of Time when applicable:

2.34.1 If the Vendor/Contractor/Provider is delayed at any time in the commence or progress of the Work by an act or neglect of the Owner or Architect/Engineer, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Vendor/Contractor/Provider's control, or by delay authorized by the Owner pending mediation and arbitration, or by other causes which the Owner or Architect/Engineer determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner/Architect/Enginner may determine.

2.34.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that the weather conditions had an adverse effect on the scheduled construction.

2.35 Disclosure of Certain Relationships: Chapter 176 of the Texas Local Government Code requires that any vendor considering doing business with a local government entity disclose the vendor's affiliation or business relationship that might cause a conflict of interest with a local government entity. Subchapter 6 of the code requires a vendor to file a conflict of interest questionnaire (CIQ) if a conflict exists. By law this questionnaire must be filed with the records administrator of Collin County no later than the 7th business day after the date the vendor becomes aware of an event that requires the statement to be filed. A vendor commits an offense if the vendor knowingly violates the code. An offense under this section is a misdemeanor. By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code. Please send completed forms to the Collin County County Clerk's Office located at 2300 Bloomdale Rd., Suite 2104, McKinney, TX 75071.

2.36 Disclosure of Interested Parties: Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section. Section 2252.908 applies only to a contract entered into on or after January 1, 2016.

NOTE: All other terms and conditions (i.e. Insurance Requirements, Bond Requirements, etc.) shall be stated in the individual RFP/CSP Solicitation documents as Special Terms, Conditions and Specifications.

3.0 INSURANCE REQUIREMENTS

3.1 Before commencing work, the vendor shall be required, at its own expense, to furnish the Collin County Purchasing Agent with certified copies of all insurance certificate(s) indicating the coverage to remain in force throughout the term of this contract.

3.1.1 **Commercial General Liability** insurance including but not limited to the coverage indicated below. Coverage shall not exclude or limit Products/Completed Operations, Contractual Liability, or Cross Liability. Coverage must be written on occurrence form.

- Each Occurrence: \$1,000,000
- Personal Injury & Adv. Injury: \$1,000,000
- Products/Completed Operation Aggregate: \$2,000,000
- General Aggregate: \$2,000,000

3.1.2 **Workers Compensation** insurance as required by the laws of Texas, and Employers' Liability.

Employers' Liability

- Liability, Each Accident: \$500,000
- Disease-Each Employee: \$500,000
- Disease – Policy Limit: \$500,000

3.1.3 **Commercial Automobile Liability** insurance which includes any automobile (owned, non-owned, and hired vehicles) used in connection with the contract.

- Combined Single Limit – Each Accident: \$1,000,000

3.1.4 **Professional/Errors & Omissions Liability** insurance with a two (2) year extended reporting period. If you choose to have project coverage endorsed onto your base policy, this would be acceptable.

- Each Occurrence/Aggregate: \$1,000,000

3.1.5 **Umbrella/Excess Liability** insurance.

- Each Occurrence/Aggregate: \$1,000,000

3.2 With reference to the foregoing insurance requirement, the vendor shall endorse applicable insurance policies as follows:

3.2.1 A waiver of subrogation in favor of Collin County, its officials, employees, volunteers and officers shall be provided for General Liability, Commercial Automobile Liability, and Workers' Compensation.

3.2.2 The vendor's insurance coverage shall name Collin County as additional insured under the General Liability policy.

3.2.3 All insurance policies shall be endorsed to require the insurer to immediately notify Collin County of any decrease in the insurance coverage limits.

3.2.4 All insurance policies shall be endorsed to the effect that Collin County will receive at least thirty (30) days notice prior to cancellation, non-renewal or termination of the policy.

3.2.5 All copies of Certificates of Insurance shall reference the project/contract number.

3.3 All insurance shall be purchased from an insurance company that meets the following requirements:

3.3.1 A financial rating of A-VII or higher as assigned by the BEST Rating Company or equivalent.

3.4 Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:

3.4.1 Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.

3.4.2 Sets forth the notice of cancellation or termination to Collin County.

4.0 EVALUATION CRITERIA AND FACTORS

- 4.1 The award of the contract shall be made to the responsible offeror, whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other factors set forth in the Request for Proposals in accordance with Vernon's Texas Code Annotated, Local Government 262.030.

The Evaluation Committee will review all proposals received by the Opening date and time as part of a documented evaluation process. For each decision point in the process, the County will evaluate contractors according to specific criteria and will elevate a certain number of contractors to compete against each other. The proposals will be evaluated on the following criteria.

The County will use a competitive process based upon "selection levels." The County recognizes that if a contractor fails to meet expectations during any part of the process, it reserves the right to proceed with the remaining contractors or to elevate a contractor that was not elevated before. The selection levels are described in the following sections.

The first part of the elevation process is to validate the completeness of the proposal and ensure that all the RFP guidelines and submittal requirements are met. Offerors may, at the discretion of the County, be contacted to submit clarifications or additional information within two business days. Incomplete or noncompliant RFPs may be disqualified.

LEVEL 1 - CONFORMANCE WITH MANDATORY REQUIREMENTS

Criteria assessed during Level 1:

- Conformance with RFP guidelines and submittal requirements.

LEVEL 2 – DETAILED PROPOSAL ASSESSMENT

The Evaluation Committee will conduct a detailed assessment of all proposals elevated to this Level. Criteria evaluated in Level 2:

Points	Evaluation Criteria
40	<ul style="list-style-type: none">• Response to RFP Technical Requirements (Proposal Format Item 6.4)• Rates in accordance with FCC Rules (Proposal Format Item 6.4)
15	<ul style="list-style-type: none">• Contractor's account support description including sales representatives, maintenance support and customer service representatives (Proposal Format Item 6.10)• Location and availability of service technicians (Proposal Format Item 6.10)• Maintenance and repair solution (Proposal Format Item 6.10)
5	<ul style="list-style-type: none">• Value Added Services (Proposal Format Item 6.9)
15	<ul style="list-style-type: none">• Proposed installation plan, scheduling, and implementation with minimal interruption of service (Proposal Format Item 6.5; 6.7)

It is anticipated that Collin County will elevate proposals scoring at least 52.5 points (70%) to Level 3.

LEVEL 3 – COST (MAXIMUM 25 POINTS)

Offerors who are elevated to level 3 will have their points combined from level 2 for a maximum 110 points total.

Points	Evaluation Criteria
25	Commission rates and projected revenue to Collin County and Minimum Annual Guarantee (MAG) (Proposal Format Item 6.8)
10	Pricing for Sample Call (Proposal Format Item 6.8)

LEVEL 4 - DEMONSTRATIONS AND INTERVIEWS

The Evaluation Committee may hear oral presentations (if required). Contractors are cautioned, however, that oral presentations are at the sole discretion of the Committee and the Committee is not obligated to request it. The oral presentation is an opportunity for the County Evaluation Committee to ask questions and seek clarification of the proposal submitted. The presentation is not meant as an opportunity for the contractor to simply provide generic background information about the corporation or its experience. Thus, the time will be structured with a minimum time for the contractor to present and the majority of time dedicated to addressing questions from the Evaluation Committee. The oral presentations, if held, will be scheduled accordingly and all presenting contractors will be notified of time and date.

The following criteria is optional and will be used to evaluate those contractors elevated for interviews.

Points	Evaluation Criteria
25	Demonstration/Interview
25	Experience and References (Proposal Format Item 6.6)

The County will contact the contractor's references. These references will be asked a series of questions regarding their satisfaction with the services being provided.

It is anticipated that no more than two contractors will advance to Level 5 but Collin County reserves the right to adjust the number as necessary.

LEVEL 5 –BEST AND FINAL OFFER

Offerors who are susceptible of receiving award will be elevated to Level 5 for Best and Final Offer. Offeror will be asked to respond in writing to issues and questions raised by the County as well as any other cost and implementation planning considerations in the proposal, and may be invited to present their responses on-site. Proposals will be re-evaluated based upon Criteria in level 2, 3 and 4.

Based on the result of the Best and Final Offer evaluation, a single offeror will be identified as the finalist for contract negotiations. If a contract cannot be reached after a period of time deemed reasonable by the County, it reserves the right to contact any of the other contractors that have submitted bids and enter into negotiations with them.

5.0 SPECIAL CONDITIONS AND SCOPE OF SERVICES

- 5.1 Authorization: By order of the Commissioners' Court of Collin County, Texas sealed proposals will be received for **Inmate Telephone Services**.
- 5.2 Intent of Request for Proposal: Collin County's intent of this Request for Proposal (RFP) and resulting contract is to provide offerors with sufficient information to prepare a proposal for Inmate Pay/Coinless Telephone Service for Collin County. This service shall include all installation and maintenance for support of this entire service. It shall be a coinless collect call system.
- 5.3 Term: Provide for an annual contract commencing on the date of the award and continuing for a three (3) year period, with the option of two (2) additional one (1) year renewals.
- 5.4 Pre-Proposal Conference: A **mandatory** pre-proposal conference will be conducted by Collin County at 1:00 p.m., May 9, 2017, in the Detention Facility Training Room, Collin County Justice Center, 4300 Community Ave., Suite 1530, McKinney, Texas 75071. This is to provide an opportunity for all interested companies to ask questions, receive clarification and additional documentation providing statistical information, and to tour the facilities. Participation in the conference is mandatory for any Contractor intending to submit a proposal. The site tour is also **MANDATORY** to avoid the situation of a proposal being submitted without the Contractor having seen the facilities. For the conference and tours, each participant shall have a valid driver's license or other officially-issued photo identification. At least one representative from the company electing to consider bidding and not more than two (2) individuals may participate for a single Contractor. Any additional participants shall receive the advance approval of Collin County. While the conference and site tours are mandatory, it is not mandatory that the same company representatives participate in both activities. Delegation of each task assignment is at the discretion of the Contractor; however, at least one company representative shall represent the Contractor at each activity.
- 5.5 Point of Contact: Information regarding the purchasing process and the contents of this RFP may be obtained from the Collin County Department or email cwilkerson@co.collin.tx.us, Courtney Wilkerson, Senior Buyer.
- 5.6 Funding: Funds for payment have been provided through the Collin County budget approved by the Commissioners' Court for this fiscal year only. State of Texas statutes prohibit the County from any obligation of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that arise past the end of the current Collin County fiscal year shall be subject to budget approval.
- 5.7 Price Re-determination: A price re-determination may be considered by Collin County only at the anniversary date of the contract. For purpose of this contract the anniversary date will be October 1st of each year. All requests for price re-determination shall be in written form, shall be submitted a minimum of sixty (60) days prior to anniversary date and shall include documents supporting price re-determination such as Manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A., Insurance Coverage Rates, etc. The bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Collin County reserves the right to accept or reject any/all of the price re-determination as it deems to be in the best interest of the County.
- 5.8 Completion/Response Time: Offeror shall place product(s) and/or complete services at the County's designated location according to the schedule proposed by offeror in Section 6.7.
- 5.9 Delivery/Setup/Installation: Locations for delivery and installation will be stated on the Collin County Purchase Order(s). Delivery shall include assembly, setup and installation and shall be included in proposal.

- 5.10 Freight/Delivery charges: shall be included in the submitted pricing. No additional fees for delivery/freight/fuel surcharge or other fees shall be invoiced or paid by Collin County.
- 5.11 Testing: Testing may be performed at the request of Collin County, by an agent so designated, without expense to Collin County.
- 5.12 Samples/Demos: When requested, samples/demos shall be furnished free of expense to Collin County.
- 5.13 Approximate Value: See Attachment A for commissions paid to Collin County in calendar year 2016. Approximate value does not constitute an order.
- 5.14 Approximate Usage: See Attachment A- Telephone Locations, Historical Commissions, and Usage Report for information regarding locations, current contract information, and gross revenue information.
- 5.15 Background Check: All Contractor employees that will be working on site or by VPN shall pass a criminal background check performed by Collin County before any work may be performed. The selected offeror shall be provided the required documents to submit required information for background checks.
- 5.16 Subcontractors: Offeror shall state names of all subcontractors and the type of work they will be performing. If an offeror fails to specify a subcontractor, then he shall be deemed to have agreed that he is fully qualified to perform the contract himself, and that he will fully perform the contract himself.

No offeror whose proposal is accepted shall (a) substitute any subcontractor, or (b) permit a subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original proposal without approval in writing from the Collin County Purchasing Department.

The successful offeror further agrees that Collin County and its agents, servants and employees shall not be liable for any loss or damage resulting from personal injury, physical loss, harassment of or discrimination against employee or other violations of the provisions of this contract occasioned by the acts or omissions of the successful offeror's sub-contractors, their agents or employees. The indemnification provisions of this contract shall apply to all sub-contractors.

- 5.17 Confidential or Proprietary Information: Collin County is subject to the Texas "Public Information Act", Texas Government Code Chapter 552. Proposers shall identify those portions of their proposals that they deem to be confidential, proprietary information or trade secrets. Proposers shall clearly indicate each and every section to which this applies. It is not sufficient to preface the entire proposal with a proprietary statement. State of Texas Attorney General retains the final authority as to the extent of material that is considered proprietary or confidential.
- 5.18 Payment and Performance Bonds: In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a Payment Bond and a Performance Bond. Such bond shall be in the amount of the Minimum Annual Guarantee (MAG) to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).

5.19 PROPOSAL SCHEDULE

RFP released:	Tuesday, April 25, 2017
Pre-Proposal Conference:	Tuesday, May 9, 2017 at 1:00pm CST
Deadline for submission of contractor questions:	Friday, May 12, 2017 at 5:00pm CST
Proposals due:	Thursday, May 25, 2017 at 2:00pm CST
Demos/Interviews:	Approx. Dates Monday, July 10, 2017- Friday, July 14, 2017
Award of Solicitation:	September 2017

Collin County reserves the right to change the schedule of events as it deems necessary.

5.20 PURPOSE AND INTENT

The purpose and intent of this proposal is for Inmate Pay/Coinless Telephone Service for Collin County. There are approximately 272 telephones at the Collin County Detention Facility, Collin County Minimum Security, and at the John R. Roach Juvenile Detention Center.

Contractor shall propose equipment, local, intralata and interlata services. Contractor shall propose a package including all software, hardware installation, maintenance and collections. Contractor shall inspect each installation site and provide replacement telephones, enclosures and panels as needed.

Contractors shall base their responses on the following quantities:

Collin County Detention Facility

One hundred-twenty-two (122) inmate telephones, one (1) roll around/portable phone located in book-in and seventy-four (74) visitation telephones.

Collin County Minimum Security Facility

Twelve (12) inmate telephones and twenty-eight (28) visitation telephones.

Juvenile Detention Facility

Thirteen (13) inmate telephones, twenty (20) visitation telephones, and two (2) lobby communication devices connected to a sound box.

Contractor shall present to Collin County future enhancements as they become available.

5.21 TECHNICAL REQUIREMENTS

Contractor shall provide a response for each item below in order and include item numbers in response.

5.21.1 SYSTEM CONFIGURATION

- 5.21.1.1 The Inmate Telephone System proposed by the Contractor shall be a web based, turnkey, Non-Coin Telecommunications Service.
- 5.21.1.2 The proposed Inmate Telephone System at Collin County facilities shall be capable of completing station-to-station collect calls from inmates.
- 5.21.1.3 The proposed Inmate Telephone System shall not require any electrical outlets at the actual telephone set locations.
- 5.21.1.4 The system should have a capability of simultaneously recording all inmate calls 24 hours a day, 7 days a week.
- 5.21.1.5 Is system both automatic and manual on and off?

5.21.2 **EQUIPMENT**

- 5.21.2.1 Contractor shall install new inmate telephones made of heavy gauge steel construction with armored keypad and Duraclear digital handset or approved equal. All units shall be provided with a handset cord, which will withstand 800 pounds of longitudinal tension. Each station shall be secured with special security type screws. Keypad locks are not acceptable. All inmate telephones shall be wall mounted, of stainless or equivalent tamper-resistant durable construction, suitable for use in a jail and comply with all standards and recommendations provided by the Texas Commission on Jail Standards. Telephones shall be in full compliance with Americans with Disabilities Act (ADA). Contractor shall provide catalog cut sheet of proposed telephone instruments and provide a demo during the evaluation process.
- 5.21.2.2 All equipment shall comply with Part 68 Federal Communications Commission (FCC) Rules and meet or exceed all applicable codes and standards for installation and service.
- 5.21.2.3 Contractor shall provide a portable unit. Describe the portable unit to be provided.
- 5.21.2.4 Indicate manufacturer and model of equipment being proposed.
- 5.21.2.5 Equipment shall be durable and tamper-free suitable for a jail environment. Give complete description of equipment offered including all functions available.
- 5.21.2.6 Describe in detail the function and purpose of each piece of equipment involved in handling calls either on premises or off premise including all options available.
- 5.21.2.7 Indicate the physical size of any controlling equipment, if any, to be installed at Collin County.
- 5.21.2.8 Indicate environmental conditions for this equipment if required.
- 5.21.2.9 Identify location of off premise equipment.

- 5.21.2.10 Are additions, future enhancements, and advancements in technology covered in this system? How are new features/enhancements loaded onto the system?
- 5.21.2.11 Can the proposed system be successfully demonstrated in similar environments to that of Collin County? If yes, explain.
- 5.21.2.12 State if the centralized system concentrates central office trunks associated with inmate calls and if you intend to use such capability in the proposed system. If yes, identify the number of C.O. trunks you intend to use which will be dedicated to inmate calling?
- 5.21.2.13 Identify the type of C.O. circuit/service that will be installed.
- 5.21.2.14 Include list of all items necessary for proper installation.
- 5.21.2.15 State the power source, method of connection and requirements of the proposed inmate telephone and centralized system. If power is interrupted, state whether the inmate telephones will continue to operate as proposed. Provide specifications and indicate "up" time.
- 5.21.2.16 Equipment associated with Video Relay Services (VRS) for five (5) stations.

5.21.3 **GENERAL REQUIREMENTS**

- 5.21.3.1 The Inmate Telephone System shall provide outgoing collect service with no access to direct dialed or operator handled service.
- 5.21.3.2 The system shall be restricted to outgoing calls only, no incoming calls allowed.
- 5.21.3.3 Facility officials shall retain the capability of turning off or blocking service to any telephone or group of telephones from a central location inside the facility.
- 5.21.3.4 The system shall be capable of accepting changes in central location that have immediate effect on all site. PIN's, allowed number lists and blocked number lists should be controlled from a central location for data consistency.
- 5.21.3.5 All telephones shall be FCC registered and Contractor's current FCC number shall be provided as part of the proposal response. Contractor shall submit a detailed description of all specific features offered.
- 5.21.3.6 The system proposed shall use only an automated operator to place inmate calls. The system should provide clear voice prompts to complete calls without the use of an operator. Contractor shall provide a clear description of all automated operator services that will be used for Inmate calls.
- 5.21.3.7 Identify how many calls can be placed before an inmate receives a "busy." Will the system provide a "busy" voice prompt in the event, all

- lines are busy to the inmate? If for any reason (busy/circuit down etc.), will there be alternate routing of calls?
- 5.21.3.8 Can the system provide a traffic study/busy hour report, in the event there is an “all lines busy?” Will Collin County have direct access to this report? If not, how often will Collin County receive the report?
- 5.21.3.9 Provide a diagram explaining the call routing of an inmate call, start to finish.
- 5.21.3.10 State what type of operating system the centralized system uses to execute its programs and functions? State from whom the facility will receive its software support?
- 5.21.3.11 At what time does the billing for an inmate call begin:
- 5.21.3.11.1 When inmate dials number.
 - 5.21.3.11.2 When the proposed system dials desired number.
 - 5.21.3.11.3 When called party answers.
 - 5.21.3.11.4 When called party accepts call.
- 5.21.3.12 Indicate how each type of call would be handled. Include step by step activity by the inmate and estimated times involved. Include a description of the flow of the call and the purpose of each step.
- 5.21.3.13 In addition to normal calls placed collect, also please describe step by step how trouble reports, rate requests, international calls and information calls would be handled.
- 5.21.3.14 Describe how calls are processed by automated operator for collect station to station calls in a step-by-step, inmate centralized system interaction manner.
- 5.21.3.15 State and describe if the proposed system has a method to divert or redirect inmate calls in the event of a centralized processor or system failure.
- 5.21.3.16 Identify the nearest manufacturer's authorized service location to the County installation locations and describe the guaranteed emergency and non-emergency service response time for hardware and or software failure.
- 5.21.3.17 The offeror will assume the responsibility and liability for faulty hardware, software and /or fraudulent use of the equipment.
- 5.21.3.18 State who will carry local, intra-lata toll and interlata calls.
- 5.21.3.19 Identify the features/functions which is implemented on-site and which features/functions is remotely programmable.
- 5.21.3.20 How will software updating be accomplished? Will this be done remotely or will someone be on-site?

- 5.21.3.21 How many system administration and remote system administration positions are standard with a CPU based system. Provide detail.
- 5.21.3.22 Describe the process for allowing free calls, as allowed by law, by inmates.
- 5.21.3.23 Describe any additional services, technical features or options that you feel are relevant to this RFP.
- 5.21.3.24 Is this proposal being submitted in conjunction with any other Contractors and/or sub-contractors? If so, please state who the prime contractor will be, who the secondary contractor(s) is and what service and/or equipment the secondary contractor(s) will be providing.
- 5.21.3.25 Contractor shall provide onsite technician at a minimum of 25 hours per week.

5.21.4 **VISITATION PHONES**

- 5.21.4.1 Software shall have the ability to record or not record conversations.

5.21.5 **VIDEO RELAY SERVICE (VRS)**

- 5.21.5.1 Provide Video Relay Service (VRS) for qualified hearing impaired offenders through an FCC approved interpreter service for a total of five (5) stations, four (4) at Detention Center and one (1) Juvenile Detention.
- 5.21.5.2 Capability for Collin County to program which offenders are authorized to place VRS calls.
 - 5.21.5.2.1 Qualified offenders shall not be charged for VRS calls.
 - 5.21.5.2.2 Unqualified offenders shall not be allowed to place VRS calls.
- 5.21.5.3 Capability to record and store both audio and video of VRS calls per the recording and storage requirements used for other offender calls.
 - 5.21.5.3.1 Capability for Collin County to program certain phone numbers to not be recorded when called as a VRS call.
 - 5.21.5.3.2 Provide for downloading VRS call recordings to a CD/DVD image.
- 5.21.5.4 VRS capable phones shall have the ability to provide regular audio telephone service when not being utilized for VRS calls.
- 5.21.5.5 Capable of limiting the duration of offender VRS calls.

5.21.5.5.1 The system shall have the ability for duration limits of VRS calls to be placed at the facility and/or housing unit level.

5.21.5.6 Shall include Call Detail Records (CDRs) for VRS calls with CDRs for other offender calls.

5.21.6 **CALLING INSTRUCTIONS**

5.21.6.1 Each telephone shall have easy access to follow voice instructions for the type of calls allowed. In addition, voice prompt instructions will be provided to the inmate in up to ten (10) languages chosen by Collin County.

5.21.7 **PROBLEM REPORTING CAPABILITIES**

5.21.7.1 The proposed system should have automated problem reporting system that provides visual notification to the Contractor when issues arise. Contractor shall be required to fully describe those capabilities in response to this paragraph. Contractor shall notify Collin County Representative of any failures immediately with an estimated restoration time. Contractor will provide updates to Collin County Representative every four hours until service is restored.

5.21.8 **CALL BLOCKING**

5.21.8.1 The system shall be capable of blocking an unlimited number of individual numbers. Contractor shall state the method to be used to block telephone numbers. Blocked numbers shall be able to be entered at a central location and have immediate effect at the facility level or system-wide. The system shall have the ability to block or refuse access to Calling Cards.

5.21.9 **CALL BRANDING**

5.21.9.1 All collect calls placed from Collin County on inmate telephones shall be capable of being identified to the called party as follows:

“This is a collect call from, _____ (Inmate speaks name or system plays inmate’s pre-recorded name) an inmate at Collin County Jail”

The system should provide the called party with the ability to hear calling rates as they apply to the phone call they are receiving.

In addition, the system shall have the capability to inform the called party at selected intervals during the conversation that they are speaking with an inmate and being recorded.

Contractor shall provide written or recorded example of call branding to be used.

5.21.10 **ANSWER AND TERMINATION DETECTION**

- 5.21.10.1 The telephone system shall record the method in which the call was accepted or denied. Further, the system shall record the method in which the call was terminated. This information shall be contained within the call detail records (CDR) and be included in call detail reports.

5.21.11 **CALL DETAIL REPORTS**

- 5.21.11.1 The Inmate Telephone System shall provide full call detail records for use in administrative and investigative purposes. The Inmate Telephone System memory shall be capable of storing all call record detail for the length of contract and Collin County shall have access to the call record detail with the ability with play the call record detail for three (3) additional years thereafter.

- 5.21.11.2 Call detail reports should be available to Collin County on real time basis via the on-site terminals, as well as the ability to log in remotely to the call detail report software. The records shall provide the following minimum information on all outgoing calls:

- 5.21.11.2.1 Time of day originated and terminated
- 5.21.11.2.2 Station number originating call
- 5.21.11.2.3 Number dialed
- 5.21.11.2.4 Line or Trunk group and trunk number call route
- 5.21.11.2.5 Duration of call in minutes and seconds
- 5.21.11.2.6 Method of call termination
- 5.21.11.2.7 Location of the station originating the call
- 5.21.11.2.8 Cost of the Call

- 5.21.11.3 All call detail records shall be collected and stored real time at a central, secure location with redundancy.

- 5.21.11.4 The proposed system shall provide to facility the following reports, displaying, and printing both real time and historical detail records based on the following criteria:

- 5.21.11.4.1 Called number duration
- 5.21.11.4.2 Specific date and range of dates
- 5.21.11.4.3 Disposition of call
- 5.21.11.4.4 All calls placed from a specific telephone of group of telephones
- 5.21.11.4.5 Call history
- 5.21.11.4.6 Cumulative call progress statistics
- 5.21.11.4.7 Cost of each call as billed

- 5.21.11.5 Samples of call detail reports shall be provided.

- 5.21.11.6 The Inmate Telephone System shall be able to generate frequency reports including origination number, destination number, inmate PIN, and trunk identification number. All frequency reports shall be available in chart format.

5.21.12 **CALL LENGTH CONTROL**

- 5.21.12.1 Facility officials shall be given total flexibility to limit the length of calls placed by inmates, e.g. (15) minutes. The inmate shall be warned prior to

disconnecting that the call time limit is about to expire. The system shall provide the ability to set such time limits at the PIN and station level, as well as globally across the system.

5.21.13 **CALL SUPERVISION**

- 5.21.13.1 The Inmate Telephone System shall provide live-monitoring capability via line indicator at a central location with which facility personnel should have the ability to select any access line by processing a single button or issuing a simple keystroke command. This capability shall be provided from any workstation to any facility. Neither the called party nor the inmate should detect an audible indicator that would warn him/her that the line is monitored.
- 5.21.13.2 All call monitoring should be available via the Inmate Telephone System software. No other equipment/software should be required. Each workstation shall have access to the activity of any site in a system.
- 5.21.13.3 The Inmate Telephone System should allow users with the appropriate password level to terminate an inmate call in progress instantly using the software provided.
- 5.21.13.4 System users with the appropriate password level should have the ability to break-in on a specific inmate call in progress and talk to both parties (the inmate and the called party).

5.21.14 **CALL VALIDATION**

- 5.21.14.1 All calls shall be validated at a central location, on a real time basis to eliminate access to blocked numbers, cellular telephones, payphones, pagers or other unacceptable numbers.
- 5.21.14.2 The system shall eliminate any and all access to a live operator.
- 5.21.14.3 PIN's, allowed number list and blocked number lists shall be part of the validation process and maintained centrally.
- 5.21.14.4 A method for completing calls to Competitive Local Exchange Company (CLEC) customers in real time shall be provided. The system shall provide a method for completing calls to Competitive Local Exchange Company (CLEC) customers on the first and subsequent calls. Please explain how your system accomplishes this requirement.

5.21.15 **CONTROLLED ACCESS**

- 5.21.15.1 The proposed Inmate Telephone System shall provide facility officials with a means of controlling general access to telephone services. The system should provide a means to set telephones and groups of telephones in or out of service at predetermined times. Contractor shall describe in detail how this will be accomplished.
- 5.21.15.2 Facility officials shall have the capability of shutting down all telephones in cellblock, all telephones in the entire facility or all phones system-wide from a single central interface.

5.21.16 **FRAUD CONTROL**

- 5.21.16.1 Aid in controlling fraudulent use of the telephone network shall be provided by interference with secondary call patterns, termination of calls if a second dial tone is detected, and prohibition of hook switch dialing.
- 5.21.16.2 Collin County will bear no responsibility for the loss of revenue as a result of fraudulent use of the telephone service. Fraudulent calls shall be the sole responsibility of the Contractor.
- 5.21.16.3 The system shall have the capability to detect the dialing of additional Dual Tone Multi-Frequency's (DTMF) following call connection. Upon detection, the system should play a warning message to the inmate and the called party.
- 5.21.16.4 The system shall provide the ability to detect and flag three-way-calls. Facility personnel should be provided with the ability to mark the call as a three-way-call, disconnect call, or both.
- 5.21.16.5 Explain process to ensure that inmate cannot pass messages.

5.21.17 **INSPECTION AUDIT AND MAINTENANCE OF REPORTS**

- 5.21.17.1 The Contractor shall maintain books, records and documents in accordance with generally accepted accounting practices that sufficiently and properly reflect all gross revenues generated.
- 5.21.17.2 Collin County or their representatives shall have reasonable access, for the purpose of examination, to any books, documents, papers and records of the Contractor as they may relate to this Contract.
- 5.21.17.3 Collin County may cancel any resultant Contract for refusal by the Contractor to allow reasonable access to all documents, papers, or other materials originated or received by the Contractor in conjunction with this Contract. Collin County may cancel the Contract if examination of the material provided by the Contractor in conjunction with this Contract provides cause to terminate due to non-compliance or fraud.

5.21.18 **MAINTENANCE DIAGNOSTICS**

- 5.21.18.1 The system software shall interrogate the system to perform continuous self-test diagnostics without Collin County personnel intervention.
- 5.21.18.2 When the system detects a problem, a visual notification should immediately be displayed to the support staff in the Contractor's maintenance center.
- 5.21.18.3 Contractor shall include clear, concise information describing the operation of the diagnostic system.

5.21.19 **NETWORK ACCESS**

- 5.21.19.1 Contractor shall provide an interface that allows control, monitoring, ability to listen to recorded conversations and PIN administration of all sites from a central location and remote locations through internet access. Changes made through this interface shall take effect immediately at all facilities. Describe in detail how this will be accomplished.
- 5.21.19.2 Contractor shall include, as part of this proposal, an integrated remote access component. This component shall allow authorized users to access

the Inmate Telephone System Management software, by means of either inter-network connectivity with the County network or internet access. Remotely connected users shall have access to ALL features and functions available to users that are directly connected to the system. Describe the equipment and services being proposed to fulfill this requirement.

- 5.21.19.3 Contractor shall provide one (1) management workstation in the Classification section of the Detention Division and four (4) Panasonic Toughbook Laptop with aircard for internet access for the Criminal investigation section, see Attachment C for minimum Toughbook specifications). Contractor shall provide a warranty for workstation and the laptop for life of the contract. At the end of the contract, Collin County will own the workstation and laptop.

5.21.20 **INMATE PIN SYSTEM**

- 5.21.20.1 The Inmate Telephone System shall be capable of assigning a unique PIN for each inmate. Each PIN should be between five (5) and fifteen (15) digits in length. The system shall provide an automated PIN setup feature that allows an inmate to set up his own PIN account. Please describe the system's ability to provide this feature in detail.
- 5.21.20.2 Call duration, call velocity (# of calls allowed within a specified time frame), programmable free calls and phone usage periods shall be programmable by individual inmate PIN.
- 5.21.20.3 Each inmate PIN shall have the ability to have an associated call allowed number list that includes telephone numbers the inmate is permitted to call.
- 5.21.20.4 The Inmate Telephone System shall provide a method for inmates to automatically build their own allowed number list. Please describe the system's ability to provide this feature in detail.
- 5.21.20.5 Contractor shall provide their identification methods for each caller to prevent PIN sharing and inmate fraud. Examples: cameras, voice recognition, fingerprint scan and retina scan.

5.21.21 **HOT NUMBER ALERTS**

- 5.21.21.1 The system shall allow an administrator to designate "Hot" PIN's and "Hot" destination numbers. When the system detects that a call is being made using any of these pre-programmed "Hot" PIN's or destination numbers, the system shall automatically call destination numbers designated by Collin County. These designated numbers should include direct-dial phones, officer cell phones, home telephones, and pagers. Alerts to any type of phone should prompt the recipient for a security code, and, after receiving a proper code, conference them into the call. The recipient should be undetected by the inmate and called party; however, they should have the ability to disconnect the call or cut into the call and talk to each party. Alerts to pagers should send information to the specified pager including the number being dialed, the PIN used in dialing, etc.

The system shall allow system administrators to add or remove destination numbers from the hot list using an onsite workstation provided by the system Contractor. When personnel receive an alert call from the

system, they should be prompted for a security code and then immediately be able to monitor the call in progress. The system shall allow the chain of three numbers to be called and sequential form to alert facility personnel. The system shall allow the person monitoring the conversation to terminate the call in progress should the need arise.

5.21.22 **MISCELLANEOUS TELEPHONE EQUIPMENT**

5.21.22.1 Contractor shall provide, as part of this Contract, all non-expandable miscellaneous equipment such as computer, printer, modems and system software necessary to allow facility officials to query, display and print individual inmate telephone activity. 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. System software shall be security level based and password protected.

5.21.23 **OPERATOR SERVICES AND VOICE PROMPTS**

5.21.23.1 Automated operator services provided by the Inmate Telephone System shall provide for a maximum of ten (10) languages. At a minimum, these language options include English and Spanish with future growth to include Arabic and Chinese.

5.21.23.2 If additional languages should be required, the system shall be capable of providing automated operator voice prompts in up to ten (10) languages at no extra cost to Collin County. Modification or addition of languages shall be made at no extra cost to Collin County.

5.21.23.3 Any voice prompt required during the operation of the inmate telephone shall be clear and concise.

5.21.24 **UNINTERRUPTED POWER SUPPLY (UPS)**

5.21.24.1 Inmate Telephone System's at the facility shall be provided with an uninterruptible power supply (UPS). The UPS shall prevent potential problems in the telecommunications system caused by power surges and spikes for each system workstation.

5.21.25 **SYSTEM INTEGRITY**

5.21.25.1 It shall be the responsibility of the Contractor to assure an operational system including any and all interfaces with the regulated common carrier and the availability of required central office facilities. By submitting a proposal, the Contractor agrees that:

5.21.25.1.1 The Contractor is familiar with the local conditions under which this inmate telephone service system shall perform.

5.21.25.1.2 The Contractor possesses the capabilities, hardware, and personnel necessary to provide an efficient and successful inmate telephone service system.

5.21.25.1.3 The Contractor agrees that they shall be solely responsible for all services proposed. Notwithstanding the details presented in this RFP, it is the responsibility of the Contractor 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 Contractor

to meet these specifications shall be provided by the Contractor at no extra cost or decrease of commission to Collin County.

5.21.26 CALL RECORDING

- 5.21.26.1 Collin County requires that the Inmate Telephone System shall provide a fully integrated recording component for use in recording inmate telephone calls. Inmate telephone administration, conversation monitoring, and conversation recording and playback should all take place from a single workstation
- 5.21.26.2 The system should utilize current technology in hardware, specifically hard disk drive arrays for long and short-term storage. These arrays should be configured for maximum performance.
- 5.21.26.3 The system shall utilize self-contained, hard drive call record storage. DAT tape and other off line or “near-line” methods are not acceptable. Call records shall be easily retrieved. This process shall be simple as well as expedient.
- 5.21.26.4 The recording system shall store call records for the length of the contract and an additional three (3) years for immediate retrieval without requiring Collin County personnel for media changes.
- 5.21.26.5 For playback purposes, the recording system shall provide the facility personnel the ability to search by individual PIN’s, specific date and time criteria, individual destination numbers, individual inmate telephones, or a group of inmate telephones.
- 5.21.26.6 The system shall provide a playback history list of a recorded call(s) to determine every user that has listened to the recorded call.
- 5.21.26.7 The system shall provide the hardware and software to allow recorded calls to be transferred to a CD, DVD or other electronic medium for transport and replay on any computer with audio capabilities. The transferred record shall include the call record detail (time and date of the call, PIN number, destination number, etc). Existing archived call records shall also be able to be retrieved with this equipment.
- 5.21.26.8 All recordings from every site shall be available on-line via the workstation interface so system-wide investigations may be performed from a central location. This process shall not require more than one login by an authorized user.

Additionally, the Contractor should provide details for each of the following items as they pertain to the proposed Recording system:

5.21.27 SECURITY ENVELOPE

- 5.21.27.1 Recorded conversations stored in the system shall provide security measures to ensure that they have not been tampered with. This security shall extend even to recordings that have been transferred to external CD

medium and or transmission by e-mail. The Contractor shall provide expert testimony regarding security of the call recordings if required.

5.21.28 LOCKING CALLS

5.21.28.1 Via a workstation, the system shall allow administrators to “lock” call recordings to ensure their retrieval beyond the on-line storage period for one hundred eighty (180) days. Once a call recording is locked, it shall be available on-line until unlocked.

5.21.29 SEARCH AND PLAY PARAMETERS

5.21.29.1 Via the workstation, the system shall allow administrators to search for calls completed and recorded during a specific time period, calls placed at a specific inmate telephone, calls placed to a specific destination number, calls containing pre-defined “keywords”, or calls made by phones assigned to a specific group.

5.21.29.2 Playback of recorded calls from remote locations via the workstation shall commence within (10) seconds of selection by the operator. Playback of recorded calls shall not require any media change. Collin County requires the ability to search multiple phone numbers simultaneously.

5.21.30 LIVE MONITORING/REMOTE MONITORING

5.21.30.1 The inmate recording system shall allow for live monitoring in real time, without any interference to existing recording operation. This feature should be available locally over the workstation/laptop speakers, as well as remotely to a telephone number specifically designated by the system administrator. Additionally, Collin County wishes to have the capability while monitoring, to terminate the call from the phone keypad. Monitoring shall not be detectable by the callers.

5.21.31 REPORTS

5.21.31.1 The Inmate Telephone System shall provide system administrators with the capability to print reports directly from the search screen. After selecting parameters such as origination number, destination number, date, time keywords, or group, the system shall be able to provide a return a list of calls matching the criteria. The system shall allow this list to be printed in report format. Additionally, the system shall provide the ability to produce call count reports as well as frequency reports based on the above listed criteria.

5.21.31.2 Explain reporting procedure. Can offerer provide, within 24 hours, a complete list of all telephone numbers called from an inmate telephone?

5.21.32 ATTACHING NOTES TO CALL DETAIL RECORDS

5.21.32.1 System users shall be able to attach a note document to any call record for the purposes of inclusion of information such as the case number on other investigative data. This note should become a permanent part of the call

detail record and have the capability to be saved to disk and used in word processing programs such as Microsoft Word and still retain the formatting. In addition, the Inmate Telephone System should have the capability to conduct searches on the information contained within the notes, i.e. case number, inmate name, etc.

5.21.33 **USER PASSWORD SYSTEM**

5.21.33.1 Security shall be maintained by a multi-level password system based on user access requirements. The system should allow users to be assigned pre-set security levels, or allow the flexibility to assign individual access permissions based upon specific job requirements. These permissions should include, but not be limited to, access to inmate accounts, monitoring, call searching, etc. Those users with the administrator level password shall have the ability to set user access parameters for other users according to security requirements. Contractors shall describe in detail how their password security system is managed, including samples of user setup screens.

5.21.34 **USER LOGS**

5.21.34.1 As a security precaution, the system shall provide a user log. Only those users with administrator level access should be able to review the user log. The log shall include user access to the system, the time and date of each access, and the action taken during the user access.

5.21.35 **PREPAID CALLING**

5.21.35.1 The Inmate Telephone System shall provide prepaid calling features respective to both the inmate and the called party. The prepaid system shall allow calling to international numbers, Competitive Local Exchange Company (CLEC) numbers, and other numbers that might otherwise not be allowed. Any commissions calculated as part of an accepted proposal **shall** include all prepaid calls, including inmate and called party prepaid.

5.21.36 **INMATE PIN-BASED PREPAY**

5.21.36.1 The Inmate Telephone System shall provide a prepaid calling option for inmates with the following features:

5.21.36.1.1 Inmates shall be able to purchase prepaid calling time via the facility's commissary system, should Collin County so desire. Collin County currently does not sell prepaid calling cards through the commissary system.

5.21.36.1.2 The prepaid system shall allow for international calls and shall not require any assistance from a third party.

5.21.36.1.3 All prepaid calls shall be subject to all call restrictions provided with collect calling on the inmate telephone platform such as blocking, velocity, call duration, etc.

5.21.37 **CALLED PARTY PREPAY**

5.21.37.1 The inmate telephone provider shall provide a prepaid calling system for any called party based upon the called party's individual telephone number with the following features:

5.21.37.1.1 The system shall have the capability to automatically establish a prepaid account to the called party via a credit card during the call without the interruption of a live operator.

5.21.37.1.2 The system shall provide an "auto-dialer" to place an automated operator call to numbers that have been attempted from the facility, but blocked for billing reasons. The automated operator process shall then provide the called party with the option of establishing a prepaid account.

5.21.37.1.3 The successful Contractor shall staff an account management group to receive inbound calls for customers who wish to have a prepaid account established for them.

5.21.38 **SUPPORT**

5.21.38.1 Explain service support. Can 24 hour service be provided? Is a toll free service hot line available? State location of technicians.

5.21.38.2 Explain maintenance procedures. Indicate schedule of service for maintaining equipment.

5.21.39 **TRAINING REQUIREMENTS**

5.21.39.1 Onsite system and user training shall be provided by the contractor to Collin County personnel.

5.21.39.2 Provide a training plan and training to ensure that Collin County's system support staff can adequately perform all basic system related administrative, diagnostic and proactive management functions within the proposed system.

5.21.39.3 Provide detailed system documentation that describes all system administration functions.

5.21.39.4 Provide Collin County with one (1) electronic copy each of the User's Manual and the Systems Administration Guide.

5.22 **FACILITY COMMISSIONS**

5.22.1 **BILLING**

5.22.1.1 All call records shall be downloaded daily directly to the billing company. Contractor shall describe this process in detail in response to this paragraph, specifically how tampering with call records is addressed and eliminated.

5.22.2 COMMISSION PAYABLE

5.22.2.1 The proposed commission payable shall be based on Contractor's total gross billings for all calls placed on the Inmate Telephone System. For the purpose of this RFP, total gross billings shall be defined as total calls placed on or through the Inmate Telephone System, billed at the rates authorized under Contractor's proposal, as accepted by Collin County or as subsequently modified pursuant to the specifications. Pursuant to Paragraph 5.21.11.1, 5.21.11.2, 5.21.11.3, 5.21.11.4, 5.21.11.5 & 5.21.11.6 herein, call detail records shall be provided for all calls placed on or through the Inmate Telephone System. All such calls shall be billed in the manner outlined above. There **shall** be no deduction or credit given for any expenses, allowances, bad debts, disconnects, unbillable calls, or uncollectible calls or which otherwise do not result in revenue to the Contractor. Additionally, there **shall** be no deduction of commission made for prepaid calls regardless of prepay method, inmate or destination number. Contractors are cautioned that the commission payable to Collin County is based on the total gross billings as defined above with absolutely no deductions or credits given to Contractor. The commission quoted by each Contractor should be calculated accordingly. No bonuses or upfront commission payments will be accepted. Offering such will be grounds for immediate Contractor disqualification.

5.22.3 TARIFFS

5.22.3.1 Contractor shall respond to Schedule B, Proposed Pricing and Commission Schedule to calculate and project the commission payable to Collin County. See Schedule A for more information on call type, volume, etc.

Response to this paragraph shall include a copy of Contractor's current approved tariff schedules and predominant carrier schedule. Contractor shall include in this response a statement whether the tariff used to calculate projected revenue is State approved or pending approval and state any applicable time of day discounts intended to be used.

Contractor shall calculate and project commission payable to Collin County requested in Schedule B based on tariffs for all local calls.

5.22.4 COMMISSION CHECKS

5.22.4.1 Commission checks shall be submitted to Collin County on a monthly basis, and shall be accompanied by a report that itemizes by facility, minutes of usage, number of calls, total gross revenue, revenue for each telephone, and total commission. Commission payments shall be made within thirty (30) days after the closing of the billing cycle.

5.22.5 NARRATIVE OF ACCOUNT SUPPORT

5.22.5.1 Contractor shall submit a detailed narrative describing Contractor's current existing account support staff, offices, equipment and software. If

Contractor proposes to add additional account support in order to meet the specifications contained in sections 5.22.1, 5.22.2, 5.22.3 & 5.22.4. Contractor should describe specifically how its present account support would be supplemented.

5.22.6 BIOMETRIC TECHNOLOGY (REFER TO SECTION 6.9)

5.22.6.1 The County is looking for Contractors that can provide Biometric Technology.

The Biometric Technology to be provided should verify an offenders identity through voice, fingerprint or other biometric method. The biometric technology shall have reporting capabilities and be able to recognize fraud.

5.22.7 TRANSCRIPTION AND TRANSLATION REQUIREMENTS

Collin County has purchased a transcription and translation software program. The requirements of this system are as follows:

5.22.7.1 All recordings shall be captured at the telephone switch or voice over IP to ensure highest quality recording.

5.22.7.2 All recordings shall be captured as either uncompressed (preferable) or using MPEG4 or GSM compression.

5.22.7.3 All stored telephone recordings on the Inmate Telephone System shall be accessible via network by the North Central Texas Fusion System.

6.0 PROPOSAL FORMAT

In accordance with the directions below, offeror shall provide a response for each item in Sections 5.21 and 6.2-6.10 in order and include item numbers in response. Answer all questions fully, clearly, and concisely, giving complete information. Do not skip items. Do not refer to other parts of your proposal for the answers. You may not modify either the order or language of the question. Responses shall include a statement of “agree”, “confirmed”, “will provide”, “not applicable”, or “exception taken” along with any additional information. If an item is “not

applicable” or “exception taken”, offeror shall state that and refer to Section 7.0 Exceptions, with explanation.

Offeror shall adhere to the instructions in this request for proposals on preparing and submitting the proposal. If offeror does not follow instructions regarding proposal format, points will be deducted during the evaluation process.

6.1 **PROPOSAL DOCUMENTS:** To achieve a uniform review process and to obtain a maximum degree of comparability, the proposal shall, at a minimum include a Table of Contents detailing sections and corresponding page numbers.

6.1.1 Proposals may be submitted online via <http://collincountytx.ionwave.net> or submitted via CD-ROM or Flash Drive. Electronic submissions are preferred.

6.1.2 If submitting manually, proposal shall be submitted in a sealed envelope or box with RFP name, number, and name of firm printed on the outside of the envelope or box. Manual submittals shall be sent/delivered to the following address and shall be received prior to the date/time for opening:

Collin County Purchasing
2300 Bloomdale, Suite 3160
McKinney, TX 75071

Paper copies shall be printed on letter size (8 ½ x 11) paper and assembled using spiral type bindings, staples, or binder clips. Do not use metal-ring hard cover binders. Manual submittals shall include an electronic copy in a searchable format.

It shall be the responsibility of the offeror to insure that their proposal reaches Collin County Purchasing prior to the date/time for the opening no matter which submission method is used.

6.2 **FIRM OVERVIEW**

The contractor is requested to define the overall structure of the Firm to include the following:

6.2.1 A descriptive background of your company’s history.

6.2.2 State your principal business location and any other service locations.

6.2.3 What is your primary line of business?

6.2.4 How long have you been selling product(s) and/or providing service(s)?

6.2.5 State how many and the locations where your product/services are in use.

6.2.6 Provide a list of other projects that you are currently involved with or will be involved with.

6.3 **PROPOSED PROJECT TEAM STAFF /QUALIFICATIONS/EXPERIENCE/ CREDENTIALS**

6.3.1 Offeror is requested to provide qualifications as well as experience information on Offeror’s key personnel.

6.4 **TECHNICAL REQUIREMENTS**

- 6.4.1 Offeror shall provide a response for each of the requirements in Section 5.21 in order and include item numbers in response. Any exceptions shall be stated in Section 7.0.
- 6.4.2 Offeror shall follow format outlined in Section 6.0 when submitting responses.

6.5 PROJECT PLAN AND METHODOLOGY

Contractor shall provide a response for each statement below in order and include item numbers in response.

- 6.5.1 Provide a specific, detailed project plan that describes how the Contractor intends to provide the requested hardware, software, and services which are set forth in this Scope of Work. Contractor shall explain, in full detail, how the Contractor will meet all the needs of Collin County detailed in the Scope of Work. Contractor shall not summarize its services in this section. Rather, explain exactly how the Contractor can meet Collin County's needs. If applicable, include items such as technical details and descriptions, key personnel, implementation plans, customer service, timetables, deliverables, ongoing communication with Collin County.
- 6.5.2 Any services Contractor cannot provide that are stated in Section 5.0 of the Request for Proposal, shall be disclosed in writing in the section labeled Exceptions at the end of the proposal. If no exceptions are listed in the section labeled Exceptions, it is understood that the Contractor has agreed to requirements as listed in the RFP.
- 6.5.3 Demonstrate a clear understanding of the tasks and the potential problems in meeting the Scope of Work requirements. The Contractor shall include a statement and discussion of anticipated major difficulties and problems areas, together with potential or recommended approaches for their solution.
- 6.5.4 Respond to all elements of the RFP and Scope of Work.
- 6.5.5 Include a phased approach as well as complete system integration for the Inmate Telephone System.
- 6.5.6 Provide a draft project plan (including GANTT Chart) in Microsoft Project or other suitable format that describes the project level tasks, sub-tasks, duration, resources and appropriate dependencies.
- 6.5.7 Include performance testing, user acceptance testing time period and end-to-end testing on all services as well as an identification of number and quantity of Collin County/Contractor resources to conduct the testing.
- 6.5.8 Provide, subject to Collin County's approval, a single, primary contact on behalf of the Contractor.
- 6.5.9 Include roles and responsibilities of the Contractor and its representatives, including development, implementation, post-implementation, support and service level agreements for implementation issues both immediate and on-going.

- 6.5.10 Describe in proposal the process/procedures and system requirements to provide trouble-shooting services. (E.g. VPN remote access under Collin County Information Technology's VPN Policy).
- 6.5.11 Disaster recovery services should be outlined, if the contractor proposes such service.
- 6.5.12 Explain in detail how the contractor will support the system over the life of the contract.
- 6.5.13 Describe the real time call monitoring process. How will alarms and printed information be provided.

6.6 REFERENCES

- 6.6.1 Offeror is requested to include at least three (3) references with names, addresses, email addresses, and telephone numbers and description of the project. References with similar projects and users are preferred.

6.7 TIME SCHEDULE

- 6.7.1 Provide a schedule on each phase of the proposed project beginning with program development and ending with the date of operation. The schedule shall include all tasks that will require time in the process, such as County review (identify amount of time assumed for each task).

6.8 PRICING

- 6.8.1 Complete Attachment B – Pricing and Commissions Schedule. Contractor shall provide pricing in accordance with the FCC Rates as applicable.
- 6.8.2 Identify all revenue proposed for Collin County. See Attachment B– Pricing and Commissions Schedule.
- 6.8.3 Using your pricing stated in Attachment B, Proposed Pricing and Commission Schedule state cost for 15 minute call using the Intralata for prepay and debit including all fees charged to friends and family.

6.9 VALUE ADDED SERVICES

- 6.9.1 Provide cost and description for additional product(s), upgrades, intelligence gathering technology, biometric technology (Refer Section 5.22.6), etc.

6.10 MAINTENANCE AND SUPPORT

- 6.10.1 Offeror shall provide a response for Support, Section 5.21.38 in order and include item numbers in response. Any exceptions shall be stated in Section 7.0.
- 6.10.2 Provide maintenance and repair solution.
- 6.10.3 Include account support description including sales representatives, maintenance support and customer service representatives

7.0 EXCEPTIONS

Instructions for completing section:

The exception table shall be completed for any exception from requirements identified in this RFP. Please complete the following worksheet listing any and all exceptions from the information requested in the Request for Proposal. Attach additional pages as needed. If no exceptions are listed in Section 7.0 it is understood that the offeror has agreed to all RFP requirements, the response will be considered as confirmed even if it is listed elsewhere as an exception.

Section Number/ Question Number	Required Service Offeror is Unable to Perform	Steps Taken to Meet Requirement

**ATTACHMENT A
TELEPHONE LOCATIONS, HISTORICAL COMMISSIONS
AND USAGE REPORT**

<u>Location</u>	<u># Inmate Telephones</u>	<u>#Visitation Telephones</u>	<u># Other Telephones</u>
Detention Facility- 4300 Community Ave	122	74	1
Minimum Security – 4800 Community Ave	12	28	N/A
Juvenile Detention – 4700 Community Ave	13	20	2

It is expected that a contract will be awarded in time for an November 1, 2017 start date. Contractors shall base their responses on an Average Daily Population (ADP) of 1000 inmates for the Collin County Detention Center.

Contractors shall base their responses on the following quantities:

Collin County Detention Facility

One hundred-twenty-two (122) inmate telephones, one (1) roll around/portable phone located in book-in and seventy-four (74) visitation telephones.

Collin County Minimum Security Facility

Twelve (12) inmate telephones and twenty-eight (28) visitation telephones.

Juvenile Detention Facility

Thirteen (13) inmate telephones, twenty (20) visitation telephones, and two (2) lobby communication devices connected to a sound box.

The “local” area for the current contract is defined as the local calling area plus all the land area of Collin County.

Phones are currently available to inmates from 6:00 a.m. to 10:00 p.m. except for the book-in area where they are available 24 hours per day. A phone call is limited to 15 minutes.

Historical Commissions

Month	Commission Paid to County
January 2016	\$48,771.56
February 2016	\$52,264.84
March 2016	\$52,494.57
April 2016	\$45,930.54
May 2016	\$45,705.01
June 2016	\$41,751.27
July 2016	\$36,545.41
August 2016	\$35,225.17
September 2016	\$36,653.79
October 2016	\$43,466.66
November 2016	\$40,574.68
December 2016	\$39,049.23

USAGE REPORT

These numbers are for period of January 2016 through December 2016.

Minutes	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOT 2016
InterLATA													
Direct Bill					11							108	119
Prepay	7,529	10,104	9,297	6,304	5,870	4,681	4,412	3,885	6,029	7,374	6,825	9,061	81,371
SDEBIT	12,042	8,075	12,282	12,759	8,861	8,315	6,718	7,621	8,023	8,120	7,731	9,517	110,064
Interstate													
Direct Bill	17		102			47	42	4					212
Prepay	18,005	19,809	18,223	16,859	17,631	15,988	19,121	21,425	20,292	30,284	24,300	32,535	254,472
Debit	34,261	32,219	34,495	33,460	36,591	39,634	35,740	41,171	38,198	49,158	54,320	59,037	488,284
International													
Debit	351	100	171	194	247	302	533	255	248	582	323	252	3,558
IntraLATA													
Direct Bill	404	185	94	14	48	30	375	249	643	111	156	185	2,494
Prepay	54,844	50,913	50,015	52,339	46,722	57,540	70,171	62,784	65,711	83,898	74,336	70,368	739,641
Debit	76,811	93,716	86,788	74,296	76,975	68,791	72,963	64,780	66,469	81,518	76,381	78,964	918,452
Local													
Direct Bill	1,540	1,945	1,953	1,816	1,708	1,135	1,284	1,547	1,216	1,382	1,134	1,313	17,973
Prepay	20,276	20,417	19,662	12,445	13,465	12,331	14,403	16,400	14,779	19,638	23,447	18,814	206,077
Debit	22,580	25,497	25,223	22,066	25,300	22,776	20,769	19,843	22,891	25,377	23,709	18,381	274,412
Calls													
InterLATA													
Direct Bill					4							9	13
Prepay	564	770	695	490	457	383	406	307	480	616	590	684	6,442
Debit	889	623	923	975	678	657	539	599	639	664	638	739	8,563
Interstate													
Direct Bill	4		10			6	6	1					27
Prepay	1,814	2,152	2,062	1,898	2,058	1,787	2,078	2,066	2,001	2,857	2,456	3,319	26,548
Debit	4,567	4,390	4,733	4,323	5,155	5,714	5,066	5,486	5,265	6,948	7,801	8,304	67,752
International													
Debit	44	14	30	38	49	36	76	36	27	73	36	37	496
IntraLATA													
Direct Bill	48	27	14	6	6	4	34	25	59	12	16	20	271
Prepay	4,471	4,053	4,257	4,274	3,872	4,838	5,668	5,322	5,554	6,834	6,066	5,767	60,976
Debit	6,004	7,374	7,027	5,851	6,039	5,581	5,955	5,334	5,545	6,723	6,296	6,525	74,254
Local													
Direct Bill	344	469	520	399	400	286	299	371	294	360	320	313	4,375
Prepay	1,643	1,710	1,668	1,065	1,188	1,118	1,254	1,431	1,283	1,643	1,991	1,609	17,603
Debit	1,771	2,018	2,044	1,747	2,014	1,856	1,744	1,639	1,901	2,147	1,975	1,534	22,390

**ATTACHMENT B
PROPOSED PRICING AND COMMISSION SCHEDULE**

Please provide a commission offer for the current rates listed below in the first chart. Additional charts are provided to allow the Contractor the option to submit additional rate and commission offers. The Contractor must detail all additional charges and fees that will be assessed for collect and prepaid inmate telephone calls. The Contractor may attach additional charts if the Contractor chooses to provide additional commission and rate offers. Failure to complete **Attachment B** may cause your proposal to be rejected.

OPTION 1: Contractor provide all new inmate phones. Contractor shall provide one (1) management workstation in the Classification section of the Detention Division and four (4) Panasonic Toughbook laptops with aircard for internet access for the Criminal investigation section see Attachment C for minimum laptop specifications. Contractor shall provide a warranty for workstation and the laptop for life of the contract. At the end of the contract, Collin County will own the workstation and laptop.

CALL TYPE	COLLECT			PRE-PAID		
	<u>Surcharge</u>	<u>First Minute</u>	<u>Additional Minute</u>	<u>Surcharge</u>	<u>First Minute</u>	<u>Additional Minute</u>
Local						
Intralata						
Interlata						
Interstate						
International						
Commission Rate	_____ %			_____ %		

*Based upon average Mileage and Day/Night Weekend Rates

SAMPLE CALL PRICING

USING YOUR PRICING STATED IN ATTACHMENT B, PROPOSED PRICING AND COMMISSION SCHEDULE STATE COST FOR 15 MINUTE CALL USING THE INTRALATA FOR PREPAY AND DEBIT INCLUDING ALL FEES CHARGED TO FRIENDS AND FAMILY.

GUARANTEED ANNUAL MINIMUM COMMISSION

LIST IN THE SPACE PROVIDED THE GUARANTEED ANNUAL MINIMUM COMMISSION WHICH THE PROPOSER AGREES TO PAY TO COLLIN COUNTY UNDER THE REQUIREMENTS, CONDITIONS, SPECIFICATIONS AND OTHER PROVISIONS OF THIS RFP (OR AS INDICATED ON ATTACHMENT ___).

DOLLAR AMOUNT OFFERED: \$ _____ PER YEAR

Repeat this chart for any additional offers.

ADDITIONAL OFFERS

CALL TYPE	COLLECT			PRE-PAID		
	<u>Surcharge</u>	<u>First Minute</u>	<u>Additional Minute</u>	<u>Surcharge</u>	<u>First Minute</u>	<u>Additional Minute</u>
Local						
Intralata						
Interlata						
Interstate						
International						
Commission Rate	_____ %			_____ %		

ATTACHMENT C

Panasonic Toughbook Specifications

Panasonic Toughbook 19 - 10.1" - Core i5 3610ME - 8 GB RAM - 256 GB SSD

Mfg. Part: CF-19Z16517M UNSPSC: 43211503

Processor

64-bit Computing:	Yes
Clock Speed:	2.7 GHz
Features:	Intel Turbo Boost Technology 2.0 , Intel vPro Technology
Generation:	3
Manufacturer:	Intel
Max Turbo Speed:	3.3 GHz
Number of Cores:	Dual-Core
Processor Number:	I5-3610ME
Type:	Core i5

Networking

Bluetooth Class:	Class 1
Compliant Standards:	IEEE 802.1x
Data Link Protocol:	Bluetooth 4.0 , Ethernet , Fast Ethernet , Gigabit Ethernet , IEEE 802.11a , IEEE 802.11b , IEEE 802.11g , IEEE 802.11n
Features:	Dual pass-through antenna
Wired Protocol:	Gigabit Ethernet
Wireless NIC:	Intel Centrino Advanced-N 6235
Wireless Protocol:	802.11a/b/g/n , Bluetooth 4.0

Storage Hard Drive

Capacity: 256 GB

OS Provided

Edition: Windows 7 Embedded Professional

Family: Windows 7

Type: Microsoft Windows 7 Professional for Embedded Systems

Audio Input

Type: None

Audio Output

Compliant Standards: High Definition Audio

Type: Speaker

Battery

Capacity: 5700 mAh

Run Time (Up To): 9.5 hours

Technology: Lithium ion

Cabinet

Chassis Built-in Devices: SSD heater

Card Reader

Supported Flash Memory: SD Memory Card , SDXC UHS Memory Card

Type: Card reader

Display

Diagonal Size 25.7 cm
(metric):

Display XGA
Resolution
Abbreviation:

LCD Backlight LED backlight
Technology:

Projector 500 cd/m²
Image
Brightness:

Projector Anti-glare , Anti-reflective , CircuLumin technology , Glove touch mode , Sunlight
Monitor readable , TransflectivePlus
Features:

Touchscreen: Yes (5-point multi-touch)

Type: LED

Widescreen No
Display:

Header

Brand: Panasonic

Compatibility: PC

Manufacturer: Panasonic Notebooks

Model: 19

Packaged 1
Quantity:

Product Line: Panasonic Toughbook

Input Device

Backlight: Yes (emissive)

Features: Integrated stylus holder , Pressure sensitivity , Scrolling , Volume control

Type: Digitizer , Keyboard , Stylus , Touchpad

Miscellaneous

Case Material:	Magnesium alloy
Color Category:	Black , Silver
Compliant Standards:	AES , IEC 60529 IP65 , ISO 14001 , ISO 9001 , MIL-STD-461F , MIL-STD-810G , RoHS , Section 508
Features:	Administrator password , Anti-shock hard drive , Anti-vibration , Circular polarizing , Drop resistant , Dust resistant , Explosionproof , Hand strap , Hard drive password , Not compatible with Microsoft Office , Pre-installed replaceable screen film , Resistive touch screen , Security lock slot (cable lock sold separately) , Shock resistant , System password , Weatherproof
Included Accessories:	Cleaning cloth , Power adapter , Stylus tether
Modem	
Type:	None
Power Device	
Frequency Required:	50/60 Hz
Nominal Voltage:	AC 120/230 V
Service	
Support Details Full Contract Period:	4 years
Support Details Service Included:	Phone consulting
Support Details Type:	Technical support
Support Details Service Included:	Parts and labor

Support Details Service Included:	Parts
Support Details Type:	Recycling
Support Details Full Contract Period:	3 years
Support Details Location:	On-site
Support Details Service Included:	Consulting
Support Details Type:	Engineering service

Service & Support Details

Service Availability (Days a Week):	Monday-Sunday
Service Availability (Hours a Day):	24 hours a day
Response Time:	2 days
Delivery & Returns Charges:	Delivery and returns charges by manufacturer
Response Time:	Next business day

Slot Provided

Form Factor: Type II

Free Qty: 1

Total Qty: 1

Type: PC Card

Type: ExpressCard/54

Software

Type: Drivers & Utilities , Panasonic Dashboard , Panasonic Recovery Partition

System

Dockable: Yes

Embedded Security: Trusted Platform Module (TPM 1.2) Security Chip

Hard Drive Capacity: 256 GB

Mechanical Design: Convertible design

Notebook Type: Notebook

Platform: Windows

Platform Technology: Intel vPro Technology

Rugged Design: Yes

Video Output

Graphics Processor Series: Intel HD Graphics

Graphics Processor Vendor: Intel HD Graphics 4000

RAM

Installed Size: 8 GB

Max Supported Size:	16 GB
Memory Speed:	1333 MHz
Technology:	DDR3L SDRAM

Dimensions & Weight

Depth:	8.5 in
Height:	1.9 in
Weight:	5.09 lbs
Width:	10.7 in

Optical Storage

Drive Type:	No optical drive
Type:	None

Service & Support

Bundled Services:	Toughbook Preferred
Type:	4 years warranty

Display (Projector)

Diagonal Size:	10.1 in
Max Resolution:	1024 x 768

Cache Memory

Installed Size:	3 MB
-----------------	------

Chassis

Sensors:	Ambient light sensor
----------	----------------------

Environmental Standards

ENERGY STAR	Yes
-------------	-----

Qualified:

GPS System

Navigation: GPS receiver

Hard Drive

Type: SSD

Interfaces

USB 2.0 Ports Qty: 1

USB 3.0 Ports Qty: 1

Interface: Dock

Interface: VGA

Interface: Headphone output

Interface: Microphone input

Interface: Serial

Interface: USB 3.0

Interface: USB 2.0

Interface: 4-pin FireWire

Interface: LAN

Mobile Broadband

Cellular Protocol: LTE

Generation: 4G

Service Activation: Yes

ADDITIONAL ITEMS

Panasonic Port Replicator (Desk)

Panasonic Port Replicator (Car)

Panasonic Power Adapter
Panasonic Toughbook Protection Plus-Insurance-5 years
Panasonic Absolute Data & Device Security (DDS) Premium- Subscription license (5 years)

PAYMENT BOND

STATE OF TEXAS §
COUNTY OF COLLIN §

KNOW ALL MEN BY THESE PRESENTS:

That _____, a corporation organized and existing under the laws of the State of _____, and fully authorized to transact business in the State of Texas, whose address is _____ of the City of _____ County of _____, and State of _____, (hereinafter referred to as "Principal"), and _____ (hereinafter referred to as "Surety", a corporation organized under the laws of the State of _____ and authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto _____ (hereinafter referred to as "Owner") and unto all persons, firms and corporations who may furnish materials for or perform labor upon the buildings, structures or improvements referred to in the attached Contract, in the penal sum of _____ Dollars (\$ _____) (not less than 100% of the approximate total amount of the Contract as evidenced in the proposal) in lawful money of the United States, for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the _____ day of _____, 20____, to which said Contract is hereby referred to and made a part hereof and as fully and to the same extent as if copied at length herein for the construction of _____.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that the bond guarantees the full and proper protection of all claimants supplying labor and material in the prosecution of the work provided for in said Contract and for the use of each claimant, and that conversely should the Principal faithfully perform said Contract and in all respects duly and faithfully observe and perform all and singular the covenants, conditions, and agreements in and by said Contract, agreed to by the Principal, and according to the true intent and meaning of said Contract and the claims and specifications hereto annexed, and any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modification to Surety being hereby waived, then this obligation shall be void; otherwise, to remain in full force and effect. Provided further, that if any legal action be filed on this Bond, venue shall lie in Collin County, Texas.

"PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions Texas Government Code, Chapter 2253, as amended, and Chapter 3503 of the Texas Insurance Code, as amended, and all liabilities on this bond shall be determined in accordance with the provisions of said articles to the same extent as if they were fully copied at length herein.

Surety, for value received, stipulates and agrees that the bond shall automatically be increased by the amount of any Change Order or supplemental agreement which increases the Contract price with or without notice to the Surety and that no change, extension of time, alteration or addition to the terms of the Contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in anyway affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder.

The undersigned and designated agent is hereby designated by Surety herein as the agent resident to whom any requisite notice may be delivered and on whom service of process may be had in matters arising out of such suretyship.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____ 20_____.

WITNESS

PRINCIPAL

Printed/Typed Name _____

Title: _____

Company: _____

Address: _____

SURETY

Printed/Typed Name _____

Title: _____

Company: _____

Address: _____

WITNESS

The Resident Agent of the Surety for delivery of notice and service of process is:
Name: _____
Address: _____
Phone Number: _____

Note: Date of Bond must NOT be prior to date of contract.

PERFORMANCE BOND

STATE OF TEXAS §
COUNTY OF COLLIN §

KNOW ALL MEN BY THESE PRESENTS:

That _____, a corporation organized and existing under the laws of the State of _____, and fully authorized to transact business in the State of Texas, whose address is _____ of the City of _____ County of _____, and State of _____, (hereinafter referred to as "Principal"), and _____ (hereinafter referred to as "Surety", a corporation organized under the laws of the State of _____ and authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto _____ (hereinafter referred to as "Owner") and unto all persons, firms and corporations who may furnish materials for or perform labor upon the buildings, structures or improvements referred to in the attached Contract, in the penal sum of _____ Dollars (\$ _____) (not less than 100% of the approximate total amount of the Contract as evidenced in the proposal plus 10-percent of the stated penal sum as an additional sum of money representing additional court expenses, attorneys' fees, and liquidated damages arising out of or connected with the below identified Contract) in lawful money of the United States, for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the _____ day of _____, 20____, to which said Contract is hereby referred to and made a part hereof and as fully and to the same extent as if copied at length herein for the construction of _____.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal fully and faithfully executes the work and performance of the Contract in accordance with the plans specifications, and Contract Documents, including any extensions thereof which may be granted with or without notice to Surety, during the original term thereof, and during the life of any guaranty required under the Contract, and according to the true intent and meaning of said Contract and the plans and specifications hereto annexed, if the Principal shall repair and/or replace all defects due to faulty materials or workmanship that appear within a period of one year from the date of final completion and final acceptance of the work by OWNER; and if the Principal shall fully indemnify and save harmless the OWNER from all costs and damages which OWNER may suffer by reason of failure to so perform herein and shall fully reimburse and repay OWNER all outlay and expense which the OWNER may incur in making good any default or deficiency, then this obligation shall be void; otherwise, to remain in full force and effect; and in case said CONTRACTOR shall fail to do so, it is agreed that the OWNER may do said work and supply such materials and charge the same against said CONTRACTOR and Surety on this obligation. Provided further, that if any legal action be filed on this Bond, venue shall lie in _____ Collin County, Texas.

"PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions Texas Government Code, Chapter 2253, as amended, and Chapter 3503 of the Texas Insurance Code, as amended, and all liabilities on this bond shall be determined in accordance with the provisions of said articles to the same extent as if they were fully copied at length herein.

Surety, for value received, stipulates and agrees that the bond shall automatically be increased by the amount of any Change Order or supplemental agreement which increases the Contract price with or without notice to the Surety, but in no event shall a Change Order or Supplemental Agreement which reduces the Contract price decrease the penal sum of the Bond. And further that no change, extension of time, alteration, or addition to the terms of the Contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder.

Surety agrees that the bond provides for the repairs and/or replacement of all defects due to faulty materials and workmanship that appear within a period of one (1) year from the date of completion and acceptance of the improvement by the OWNER.

The undersigned and designated agent is hereby designated by Surety herein as the agent resident to whom any requisite notice may be delivered and on whom service of process may be had in matters arising out of such suretyship.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____ 20_____.

WITNESS

PRINCIPAL

Printed/Typed Name _____

Title: _____

Company: _____

Address: _____

WITNESS

SURETY

Printed/Typed Name _____

Title: _____

Company: _____

Address: _____

The Resident Agent of the Surety for delivery of notice and service of process is:
Name: _____
Address: _____
Phone Number: _____

Note: Date of Bond must NOT be prior to date of contract.

INFORMATION REGARDING **CONFLICT OF INTEREST QUESTIONNAIRE**

During the 79th Legislative Session, House Bill 914 was signed into law effective September 1, 2015, which added Chapter 176 to the Texas Local Government Code. Recent changes have been made to Chapter 176 pursuant to HB23, which passed the 84th Legislative Session. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with Collin County, including family, business, and financial relationships such persons may have with Collin County officers or employees involved in the planning, recommending, selecting and contracting of a vendor for this procurement.

For a copy of Form CIQ and CIS:

http://www.ethics.state.tx.us/filinginfo/conflict_forms.htm

The vendor acknowledges by doing business or seeking to do business with Collin County that he/she has been notified of the requirements under Chapter 176 of the Texas Local Government Code and that he/she is solely responsible for complying with the terms and conditions therein. Furthermore, any individual or business entity seeking to do business with Collin County who does not comply with this practice may risk award consideration of any County contract.

For a listing of current Collin County Officers:

<http://www.collincountytexas.gov/government/Pages/officials.aspx>

The following County employees will be involved in the planning, recommending, selecting, and contracting for the attached procurement:

Department/Evaluation Team:

Caren Skipworth, Chief Information Officer
Steve Ganey, Assistant Director of IT
Christina Divers, IT Senior Manager
Casey Stone, Infrastructure Supervisor
Mike Bush, Network Administrator
Hiram (Lynn) Hadnot, Director of Juvenile Services
Jeff Falefia, Juvenile Detention Superintendent
James (Jim) Skinner, Sheriff
Randy Clark, Deputy Chief
Terry McCraw, Jail Administrator
Bryce Thompson, Captain
Parrish Cundiff, Lieutenant

Purchasing:

Michalyn Rains, CPPB, CPPO – Purchasing Agent
Sara Hogle, CPPB – Asst. Purchasing Agent
Courtney Wilkerson, Senior Buyer

Commissioners' Court:

Keith Self – County Judge
Susan Fletcher – Commissioner Precinct No. 1
Cheryl Williams – Commissioner Precinct No. 2
Chris Hill – Commissioner Precinct No. 3
Duncan Webb – Commissioner Precinct No. 4

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

Yes No

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

Yes No

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

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

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

(2) the vendor:

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

(2) the date the vendor becomes aware:

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

