



**Request for Competitive Sealed Proposals  
For  
The Webb County Sheriff's Office – Inmate Phone System**

The County of Webb intends to enter into one (1) project specific contract with an experience firm pursuant to the Texas Government Code, Chapter 2269.151 (Contracts for facilities: Competitive Sealed Proposals) for the following services.

**Scope of Work:**

Webb County Sheriff's Office is seeking qualified firms through a formal Request for Competitive Sealed Proposal to provide Inmate Phone Services for the Webb County Jail.

**Project Location:**

1001 Washington Street, Laredo Texas 78040.

Competitive Sealed Proposals must be submitted as follows: One (1) original and eight (8) copies in a sealed envelope(s) to the office of the Webb County Clerk.

Sealed envelopes must be marked with RFP number and title of project on the front lower left-hand corner of envelope as follows: **RFP 2016-008 "Webb County Sheriff's Office – Inmate Phone Services"**

RFP's will be accepted by hand or mail at the following location:

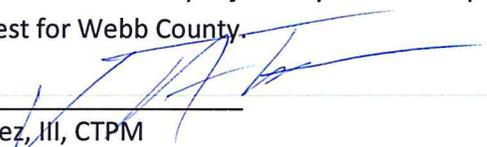
**Webb County Clerk  
Webb County Justice Center  
1110 Victoria, Suite 201  
Laredo, Texas 78040**

RFP's must be delivered no later than **Monday December 20, 2016 by 2:00 pm** at which time all RFP's received will be opened and read to the public. **Late RFP's will not be considered.**

RFP package can be downloaded at our website at the following address:

<http://www.webbcountytexas.gov/PurchasingAgent/PublicNoticeRFP/>

Commissioners Court may reject any and all Request for Qualifications submitted and/or resolicit if it's in the best interest for Webb County.

  
\_\_\_\_\_  
Joe A. Lopez, III, CTPM  
Webb County Purchasing Agent

**THIS FORM MUST BE INCLUDED WITH RFP PACKAGE; PLEASE CHECK OFF EACH ITEM INCLUDED WITH RFP PACKAGE AND SIGN BELOW TO CONFIRM SUBMITTAL OF EACH REQUIRED ITEM.**

**RFP # 2016-008**

**“Webb County Sheriff’s Office – Inmate Phone System Services”**

Public Notice

**Proposer may use their own format for the following required information:**

Evidence that Provider has provided Inmate Phone System services in the State of Texas for at least five (5) years or more.

Evidence that Provider has necessary financial, personnel, and equipment resources necessary to perform the services required in this document.

**Proposer must use the attachments included in this RFP for the following requirements:**

A minimum of five (5) references in the State of Texas with whom the Provider has performed substantially similar services described in this document.

Commission Forms 1 - 3

Conflict of Interest form (Form CIQ)

Certification regarding Debarment (Form H2048)

Certification regarding Federal lobbying (Form 2049)

Proposer Information

Proof of No Delinquent Tax Owed to Webb County

---

**1.0 SCOPE/INTENT**

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

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

**1.1 DEFINITIONS**

For the purpose of this proposal, the term “Supplier” refers to the provider of equipment/services. The term “Proposer” and “Vendor” are used interchangeably with “Supplier” to refer to the Supplier submitting the proposal. The term “Webb County” has been used to refer to the Webb County Sheriff.

**2.0. CURRENT PROJECT INFORMATION**

<b>Site Name, Address &amp; Telephone</b>	<b>Average Daily Population</b>	<b>Inmate Telephones</b>	<b>Workstation Qty.</b>
Webb County Jail 1001 Washington street Laredo, Texas 78040	453	110	10

**Current call volume and rate information is provided below: 08/01/2016 – 10/31/16**

**Commissions Webb County Jail TX Starting: 08/01/2016 Ending: 08/31/2016**

<b>Collect Calls ----- 08/01/2016 - 08/31/2016</b>						<b>63.00%</b>
Call Type	Termination	Lata	Call Count	Total Minutes	Total Revenue	Commission
Collect Calls	Completed Call	Local	98	664	\$ 213.00	\$ 134.19
Collect Calls	Completed Call	Intralata	4	5	\$ 3.48	\$ 2.19
Collect Calls	Completed Call	Interlata	2	30	\$ 17.40	\$ 10.96
Collect Calls	Completed Call	Interstate	6	13	\$ 3.75	\$ -
Collect Calls	Completed Call	International	0	0	\$ -	\$ -
			110	712	\$ 237.63	\$ 147.34

<b>Prepaid ----- 08/01/2016 - 08/31/2016</b>						<b>60.00%</b>
Call Type	Termination	Lata	Call Count	Total Minutes	Total Revenue	Commission
Prepaid	Completed Call	Local	10,550	69,473	\$ 18,302.46	\$ 10,981.48
Prepaid	Completed Call	Intralata	355	1,999	\$ 1,013.18	\$ 607.91
Prepaid	Completed Call	Interlata	4,404	26,611	\$ 13,307.90	\$ 7,984.74
Prepaid	Completed Call	Interstate	441	4,112	\$ 891.12	\$ -
Prepaid	Completed Call	International	132	506	\$ 548.22	\$ 328.93
Prepaid	Completed Call	Voicemail	66	51	\$ 63.75	\$ 38.25
			15,948	102,753	\$ 34,126.63	\$ 19,941.31

<b>All Call Types ----- 08/01/2016 - 08/31/2016</b>						
Call Type	Termination	Lata	Call Count	Total Minutes	Total Revenue	Commission
All Calls	Completed Call	Local	10,648	70,137	\$ 18,515.46	\$ 11,115.67
All Calls	Completed Call	Intralata	359	2,004	\$ 1,016.66	\$ 610.10
All Calls	Completed Call	Interlata	4,406	26,641	\$ 13,325.30	\$ 7,995.70
All Calls	Completed Call	Interstate	447	4,125	\$ 894.87	\$ -
All Calls	Completed Call	International	132	506	\$ 548.22	\$ 328.93
All Calls	Completed Call	Voicemail	66	51	\$ 63.75	\$ 38.25
			16,058	103,465	\$ 34,364.26	\$ 20,088.65

Additional Facility Revenue: 3-Way Call Product	\$ 131.25
Total Commission	\$ 20,219.90
Deductions: Inmate prepaid	\$ (6,808.00)
Net Payment	\$ 13,411.90

**Commissions Webb County Jail TX Starting: 09/01/2016 Ending: 09/30/2016**

<b>Collect Calls ----- 09/01/2016 - 09/30/2016</b>						<b>63.00%</b>
Call Type	Termination	Lata	Call Count	Total Minutes	Total Revenue	Commission
Collect Calls	Completed Call	Local	83	504	\$ 162.30	\$ 102.25
Collect Calls	Completed Call	Intralata	0	0	\$ -	\$ -
Collect Calls	Completed Call	Interlata	0	0	\$ -	\$ -
Collect Calls	Completed Call	Interstate	0	0	\$ -	\$ -
Collect Calls	Completed Call	International	0	0	\$ -	\$ -
			83	504	\$ 162.30	\$ 102.25

<b>Prepaid ----- 09/01/2016 - 09/30/2016</b>						<b>60.00%</b>
Call Type	Termination	Lata	Call Count	Total Minutes	Total Revenue	Commission
Prepaid	Completed Call	Local	9,802	58,553	\$ 15,560.51	\$ 9,336.31
Prepaid	Completed Call	Intralata	278	1,351	\$ 694.77	\$ 416.86
Prepaid	Completed Call	Interlata	3,764	22,182	\$ 11,182.69	\$ 6,709.61
Prepaid	Completed Call	Interstate	748	5,508	\$ 1,208.21	\$ -
Prepaid	Completed Call	International	223	629	\$ 701.11	\$ 420.67
Prepaid	Completed Call	Voicemail	58	57	\$ 57.50	\$ 34.50
			14,873	88,280	\$ 29,404.79	\$ 16,917.95

<b>All Call Types ----- 09/01/2016 - 09/30/2016</b>						
Call Type	Termination	Lata	Call Count	Total Minutes	Total Revenue	Commission
All Calls	Completed Call	Local	9,885	59,057	\$ 15,722.81	\$ 9,438.55
All Calls	Completed Call	Intralata	278	1,351	\$ 694.77	\$ 416.86
All Calls	Completed Call	Interlata	3,764	22,182	\$ 11,182.69	\$ 6,709.61
All Calls	Completed Call	Interstate	748	5,508	\$ 1,208.21	\$ -
All Calls	Completed Call	International	223	629	\$ 701.11	\$ 420.67
All Calls	Completed Call	Voicemail	58	57	\$ 57.50	\$ 34.50
			14,956	88,784	\$ 29,567.09	\$ 17,020.20

Additional Facility Revenue: 3-Way Call Product	\$ 75.00
Total Commission	\$ 17,095.20
Deductions: Inmate prepaid	\$ (5,246.00)
Net Payment	\$ 11,849.20

**Commissions Webb County Jail TX Starting: 10/01/2016 Ending: 10/31/2016**

<b>Collect Calls ----- 10/01/2016 - 10/31/2016</b>						<b>63.00%</b>
Call Type	Termination	Lata	Call Count	Total Minutes	Total Revenue	Commission
Collect Calls	Completed Call	Local	136	820	\$ 263.10	\$ 165.75
Collect Calls	Completed Call	Intralata	1	0	\$ 0.58	\$ 0.37
Collect Calls	Completed Call	Interlata	2	8	\$ 5.22	\$ 3.29
Collect Calls	Completed Call	Interstate	12	88	\$ 23.75	\$ -
Collect Calls	Completed Call	International	0	0	\$ -	\$ -
			151	915	\$ 292.65	\$ 169.41

<b>Prepaid ----- 10/01/2016 - 10/31/2016</b>						<b>60.00%</b>
Call Type	Termination	Lata	Call Count	Total Minutes	Total Revenue	Commission
Prepaid	Completed Call	Local	12,031	71,369	\$ 18,831.86	\$ 11,299.12
Prepaid	Completed Call	Intralata	509	2,910	\$ 1,477.15	\$ 886.29
Prepaid	Completed Call	Interlata	4,195	24,162	\$ 12,213.48	\$ 7,328.09
Prepaid	Completed Call	Interstate	688	6,058	\$ 1,319.35	\$ -
Prepaid	Completed Call	International	92	379	\$ 416.04	\$ 249.62
Prepaid	Completed Call	Voicemail	48	32	\$ 45.00	\$ 27.00
			17,563	104,911	\$ 34,302.88	\$ 19,790.12

<b>All Call Types ----- 10/01/2016 - 10/31/2016</b>						
Call Type	Termination	Lata	Call Count	Total Minutes	Total Revenue	Commission
All Calls	Completed Call	Local	12,167	72,189	\$ 19,094.96	\$ 11,464.87
All Calls	Completed Call	Intralata	510	2,910	\$ 1,477.73	\$ 886.66
All Calls	Completed Call	Interlata	4,197	24,169	\$ 12,218.70	\$ 7,331.38
All Calls	Completed Call	Interstate	700	6,146	\$ 1,343.10	\$ -
All Calls	Completed Call	International	92	379	\$ 416.04	\$ 249.62
All Calls	Completed Call	Voicemail	48	32	\$ 45.00	\$ 27.00
			17,714	105,827	\$ 34,595.53	\$ 19,959.53

Additional Facility Revenue: 3-Way Call Product	\$ 112.50
Total Commission	\$ 20,072.03
Deductions: Inmate prepaid	\$ (5,795.00)
Net Payment	\$ 14,277.03

## 2.1 SCHEDULE OF EVENTS

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

Activity	Time	Date	Responsible Party
Public Notice/newspaper	n/a	Dec. 4 <sup>th</sup> , Dec 11 <sup>th</sup>	Webb Co. Purchasing Dept.
Public Notice on website	n/a	Until award is completed	Webb Co. Purchasing Dept.
Questions Due to County	No later than 5pm	Dec. 13 <sup>th</sup>	Proposer/Contractor
Posting of answers	By 5pm	Dec. 14 <sup>th</sup>	Webb Co. Purchasing Dept.
Sealed Proposals due	2pm	Dec. 20 <sup>th</sup>	Proposer/Contractor
Evaluation of Proposals	TBD	TBD	Webb Co. Evaluation Team
Award of Contract	TBD	Jan. 9 <sup>th</sup>	Governing Body
Finalization of contract doc	TBD	TBD	Webb County/Contractor
Commencement of service	TBD	TBD	Webb County/Contractor

*Footnote: County reserves the right to adjust time and dates on above projected schedule if it's in the best interest for Webb County.*

Webb County reserves the right to change the schedule of events, as it deems necessary. In the event of a major date change, known participants will be notified. Webb County also reserves the right to issue addenda to the RFP up to seven (7) days before the proposal due date to clarify the requirements and respond to bidder questions. All addenda will be made available on the Webb County Government Website:

<http://www.webbcountytx.gov/PurchasingAgent/PublicNoticeRFP/>

Vendors shall acknowledge receipt of all addenda in their proposals.

RFP will be evaluated as follows:

**40%** - Demonstrated ability to meet the technical requirements, based upon the RFP responses and information provided by similar facilities in which the vendor has their system installed.

**15%** - Financial Offering including a commission rate based on gross revenue defined as revenue on all local and long distance calls), rate charged to the party who accepts the charges and the vendors ability to offer direct billing, collect call billing through a LEC, prepaid and debit based calling.

**35%** - Vendor experience, technology offering, account support team, maintenance and current customer references.

**10%** - Proposed project plan, scheduling, and implementation with minimal interruption of service.

## **Selection Team:**

The following Webb County employees are involved in the selection process for this procurement:

- Captain Jimmy Magana, Jail Administration
- Mr. Jose Angel Lopez III, Purchasing Agent
- Mr. Cesario Morales, Jail Staff (Classification)
- Mr. Martin Aguirre, Finance Director / Sheriff's Office
- Mr. Ray Rodriguez, Assistant County Attorney

*Note: Do not contact these individuals about this solicitation. Since the solicitation process has started, these Webb County employees will not respond to questions about this solicitation.*

All questions must be directed to Ms. Leticia Gutierrez, Contract Administrator at [lgutierrez@webbcountytx.gov](mailto:lgutierrez@webbcountytx.gov)

## **2.2 PROPOSAL FORMAT**

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

*Cover Letter*

*Table of Contents*

*Executive Summary*

*Point-by-Point RFP Response*

*Commission Offer Form and Sample Commission Calculation*

*Rate Information*

*References*

*System Information Attachments or Exhibits*

### 2.3 **CONTRACT PERIOD**

Any contract awarded as a result of this RFP shall remain in effect for a period of three (3) years from date of installation. Upon expiration of the initial term, this agreement may be renewed for up to two (2) consecutive additional one (1) year terms, provided both parties mutually agree in writing. Notice to extend under this provision shall be provided to the contractor no less than sixty (60) days prior to the expiration date. **Webb County reserves the right to terminate the agreement with no less than sixty (60) days' notice without cause during the initial term or any option to extend exercised.**

### 2.4 **AWARD**

A selection committee shall evaluate all proposals submitted to this RFP. The award will be based on general criteria. After an initial screening process, the Vendor may be asked to make an oral presentation of its proposal. All arrangements and scheduling shall be coordinated by the RFP contact, Ms. Leticia Gutierrez, Contract Administrator, Webb County Purchasing Coordinator.

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

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

### 2.5 **INSTALLATION REQUIREMENTS**

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

## 2.6 SERVICE AND SUPPORT REQUIREMENTS

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

## 2.7 CALL RATING AND COMMISSION ACCOUNTABILITY

1. A copy of current rates shall be on file with the County. County must be notified in writing of any proposed increases or decreases in the rates charged. County must approve any/all increases or decreases in rates prior to any changes.
2. Any change in Tariff (Increase or Decrease) which is not approved by Webb County in writing in advance of the change shall be grounds for termination of the contract.
3. The commission offered to the County shall be based on total gross revenues, with no deductions for fraud, bad debt, uncollectible, unbillable calls. No deduction shall be made for any cost of providing the service described.
4. Commissions shall be paid on all call types and tariff types: Collect, Direct Billed, Prepaid Collect, Debit and Debit Card, local, intrastate, interstate and international.
5. Commissions shall be paid MONTHLY and shall be accompanied by an inmate telephone commission and summary report which shall include, at a minimum, the following information:
  - a) Date of Report
  - b) Time Period Covered
  - c) Total Number Calls by Call Type (collect prepaid, debit, etc....)
  - d) Total Number Calls by Tariff Type (local, intrastate, etc....)
  - e) Total Number Minutes
  - f) Total Gross Revenue

Such payment shall arrive no later than 20 days following the calendar month for which commissions are being paid. **All payments, along with the commission report should be mailed to the Webb County Sheriff's Office, 902 Victoria Street, Laredo, Texas, 78040 (Attention: Mr. Martin Aguirre, Finance Director).**

6. Failure to pay accurate commissions on a regular, monthly basis shall be grounds for cancellation, without penalty, of any agreement executed as a result of the RFP.
7. System proposed **MUST** permit the first call attempt to complete and must provide the called party with immediate access to live customer service representatives for account setup. Such access must be accomplished by pressing a single key on the called party's telephone keypad. Although the called party may be provided a toll free number to call for information or account set-up, this **MUST NOT** be the only alternative. Called party account set up must include various payment options such as: credit card, electronic check, Western Union, etc.
8. Commissions shall be presented in the proposal using the enclosed Commission offer form. Failure to complete this form will be grounds for disqualification of your proposal.
9. Facility must have immediate access to rated call records on a real-time or near real-time basis. Once a call has ended, the rated call detail record should be available for reporting using the web-based inmate phone system. Remote report generation by the Contractor is not an acceptable alternative; intervention by the Contractor must not be necessary for authorized facility personnel to access rated call detail records.

## **2.8 TECHNICAL REQUIREMENTS AN SPECIFICATIONS**

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

1. "State of the Art" technology and web based equipment with multilevel password security access. The architecture shall be expandable to allow future growth.
2. The Inmate Phone System shall process all Inmate Calls on an outgoing, station-to- station basis.
3. All phones shall limit one call per connection.
4. No incoming calls shall be permitted.
5. All Inmate calls shall be processed by an automated operator and shall not allow access to a live operator at any time.
6. After the dialing sequence, the inmate shall be put "**ON HOLD**". The inmate shall **NOT** be permitted to monitor call progress and shall **NOT** be allowed to communicate with the called party, until the call is positively accepted.
7. The System shall be capable of informing the called party the amount that will be billed for the call prior to acceptance of the call.
8. The system shall brand all inmate calls with a pre-recorded message announcing the collect call, name of the facility, and pre-recorded name of the inmate initiating the call. The system shall have, at a minimum, multi-lingual capabilities for English and Spanish.
9. The system must transfer the called party to the Proposer call center for account setup.
10. The system shall provide as a minimum the following security, control and investigative features.
  - A. Deny access to 800, 888, 877, 411, 555-1212, 900, 911, 950+1, 976 or 10-10xxx numbers. Allow the blocking of specific telephone number such as victims, witnesses, Judges, and county staff.
  - B. The system shall be capable of allowing free local calls to certain numbers such as Public Defender, Crime Stoppers, etc.
  - C. Ability to control call duration on the basis of time limits and time of day restrictions.
  - D. The ability to set time limits and calling hours for destination numbers.
  - E. Provide the capability to assign and use "PIN" management with the inmate telephone system.
  - F. The system must offer the option of voice biometric technology. This feature must be an integrated part of the call processing system and must offer related analysis tools and capabilities. Products which continue to analyze the voice throughout the length of the call are required.
  - G. The system shall provide an integrated capability to monitor, record, store, and retrieve inmate

phone conversations on a real time basis and retrieve conversations. Recordings must be stored online for the entire contract period plus any extensions, with the option to archive to DVD.

- H. Provide correct and accurate call detail and management reports for all calls placed from the inmate phones. Reports shall include as a minimum, origination number, destination number, type of call (local, intralata, interlata/intrastate, or interstate), number of minutes of call, reason for disconnect and total call charges. Reports must be available onsite to authorized County personnel, with no intervention from the Vendor necessary.
- I. Provide accurate summary revenue reports on site from any system workstation. Reports must include all call types (collect, prepaid collect and debit/debit card) and must reflect the total revenue for each call type, subtotaled by tariff type (local, IntraLATA, InterLATA, Interstate, and International).
- J. The System shall be capable of producing detailed and summary reports which reveal inmate telephone activity, such as telephone numbers called by more than one inmate.
- K. Proposer shall supply (10) new user workstation, (1) new printer and (2) new laptops with a minimum 15 inch screen, 8GB RAM and CD/DVD burn capability.
- L. Call Detail Records – Call records and recordings shall be stored online throughout the life of the contract. Alternate proposals of archive storage are not acceptable. Bidder must specify in their proposal where the call records and recordings will be stored, and where backups of either will reside.
- M. The System shall offer unlimited secure, remote access capability from any PC or laptop with high speed internet connectivity. This remote access shall (at a minimum) enable authorized users to view call records, generate reports, monitor live conversations, and search/retrieve/play recorded calls. Remote access activity shall not impair system functionality or performance in any way.

## **2.9 EQUIPMENT**

1. All telephone equipment provided shall be new and completely operational at cutover, including from existing vendor.
2. All equipment shall comply with Part 68 FCC Rules and meet or exceed all applicable codes and standards for installation and service.
3. All systems proposed shall meet ADA standards. For each facility, the vendor must provide one telephone with TDD capability at no charge. Each TDD call must be recorded by the inmate phone system, converted to text, and attached to the call recording.
4. All inmate telephones shall be indestructible type telephones suitable for use in a correctional institution, tamperproof, with steel encased housings and shockproof keypads. All handsets shall be of heavy-duty construction with no removable parts and shall be hearing aid compatible. The hand set cord shall be armored with a stainless steel lanyard. All phone instruments shall be waterproof, fireproof and feature DTMF dialing.
5. All telephone instruments shall be line powered and have UPS back-up power. No separate power supply shall be required. The UPS back-up as other equipment, whether or not specifically

mentioned, to complete a total inmate telephone system will be the responsibility of the successful proposer and any and all costs will be borne by the successful proposer and will not be deducted from Commissions.

## **2.10 OPTIONS**

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

## **2.11 REFERENCES & EXPERIENCE AS A PRIME CONTRACTOR**

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

**COMMISSION OFFER FORM** (Page 1 of 3)

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

**COLLECT CALLS**

Call Category	Surcharge or Connect Fee	First Minute Rate	Each Add'l Minute Rate	Commission % Offered
Local				
Intra LATA				
Inter LATA				
InterState				

**PREPAID COLLECT, DIRECT BILLED COLLECT or ADVANCE PAY CALLS**

Call Category	Surcharge or Connect Fee	First Minute Rate	Each Add'l Minute Rate	Commission % Offered
Local				
Intra LATA				
Inter LATA				
InterState				

**PREPAID DEBIT or DEBIT CARD CALLS**

Call Category	Surcharge or Connect Fee	First Minute Rate	Each Add'l Minute Rate	Commission % Offered
Local				
Intra LATA				
Inter LATA				
InterState				
International				

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

**Commission Offer Form (Page 2 of 3)**

**Other Fees:**

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

**Fees**

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

**Policies**

<b>Question</b>	<b>Vendor Policy</b>
What is the Prepaid Account Deposit Minimum?	
Does vendor or subcontractor provide ready access to live agents via telephone?	
After what period of inactivity does a prepaid account balance expire?	

**Commission Offer Form (Page 3 of 3)**

**Sample Commission Calculation**

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

NOTE: The expected commission calculation method is clearly described in Section 2.7 Item 3. Nothing in this table is designed to change that mandatory requirement. This table is designed to verify that the vendor understands what is meant by gross commission calculation. Assume that the Gross Revenue figures shown below include every completed, accepted phone call initiated by an inmate, regardless of payment method.

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

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

By submitting this proposal, \_\_\_\_\_ (Enter vendor company name) commits to pay commissions on every answered and accepted collect, prepaid collect (aka advance paid, direct billed), prepaid debit card and debit card call. If a call results in a charge to the called party or inmate, regardless of type, it will earn commission. No deductions will be made for any cost associated with providing the proposed system. No deductions will be made for unbillable calls, uncollectible calls or bad debt. \_\_\_\_\_ (Vendor name) understands that any violation of the above will equate to contract default and grounds for contract termination. This form, in its entirety, must become part of any contract resulting from this bid process.

\_\_\_\_\_  
**Authorized Representative Signature**

\_\_\_\_\_  
**Print Name of Authorized Representative**

\_\_\_\_\_  
**Title of Representative**

\_\_\_\_\_  
**Date**



## Webb County

### Conflict of Interest Disclosure

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of Webb County no later than the 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. The questionnaire may be viewed and printed by following the link before:

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.

The Webb County Officials who come within Chapter 176 of the Local Government Code relating to filing of Conflict of Interest Questionnaire (Form CIQ) include:

1. Webb County Judge Tano Tijerina
2. Commissioner Frank Sciaraffa
3. Commissioner Rosaura "Wawi" Tijerina
4. Commissioner John Galo
5. Commissioner Jaime Canales
6. Judge Joe Lopez, 49<sup>th</sup> Judicial District Court
7. Judge Becky Palomo, 341<sup>st</sup> Judicial District Court
8. Judge Oscar Hale 406<sup>th</sup> Judicial District Court

# 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.

**CERTIFICATION**  
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY  
EXCLUSION FOR COVERED CONTRACTS

**PART A.**

Federal Executive Orders 12549 and 12689 require the Texas Department of Agriculture (TDA) to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification “contractor” refers to both contractor and subcontractor; “contract” refers to both contract and subcontract.

By signing and submitting this certification the potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, or the TDA may pursue available remedies, including suspension and/or debarment.
2. The potential contractor will provide immediate written notice to the person to whom this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words “covered contract”, “debarred”, “suspended”, “ineligible”, “participant”, “person”, “principal”, “proposal”, and “voluntarily excluded”, as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it will not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, and/or the TDA, as applicable.

Do you have or do you anticipate having subcontractors under this proposed contract?

Yes

No

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must, at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United States Department of Agriculture, or other federal department or agency, as applicable, and/or the TDA may pursue available remedies, including suspension and/or debarment.

**PART B. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS**

Indicate in the appropriate box which statement applies to the covered potential contractor:

- The potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency or by the State of Texas.
- The potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Contractor	Vendor ID No. or Social Security No.	Program No.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed/Typed Name and Title of  
Authorized Representative

**CERTIFICATION REGARDING FEDERAL LOBBYING**  
**(Certification for Contracts, Grants, Loans, and Cooperative Agreements)**

**PART A. PREAMBLE**

Federal legislation, Section 319 of Public Law 101-121 generally prohibits entities from using federally appropriated funds to lobby the executive or legislative branches of the federal government. Section 319 specifically requires disclosure of certain lobbying activities. A federal government-wide rule, "New Restrictions on Lobbying", published in the Federal Register, February 26, 1990, requires certification and disclosure in specific instances.

**PART B. CERTIFICATION**

This certification applies only to the instant federal action for which the certification is being obtained and is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with these federally funded contract, subcontract, subgrant, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. (If needed, contact the Texas Department of Agriculture to obtain a copy of Standard Form-LLL.)

3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all covered subrecipients will certify and disclose accordingly.

Do you have or do you anticipate having covered subawards under this transaction?

Yes

No

<b>Name of Contractor/Potential Contractor</b>	<b>Vendor ID No. or Social Security No.</b>	<b>Program No.</b>

<b>Name of Authorized Representative</b>	<b>Title</b>

\_\_\_\_\_  
Signature – Authorized Representative

\_\_\_\_\_  
Date



**Proposer Information**

---

Name of Company: \_\_\_\_\_

Address: \_\_\_\_\_

City and State \_\_\_\_\_

Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Signature of Person Authorized to Sign:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

Indicate status as to "Partnership", "Corporation", "Land Owner", etc.

\_\_\_\_\_

\_\_\_\_\_  
(Date)

**Note:**

All submissions relative to these RFP shall become the property of Webb County and are nonreturnable.

If any further information is required please call the Webb County Contract Administrator, Leticia Gutierrez, at (956)523-4125.

**PROOF OF NO DELINQUENT TAXES OWED TO WEBB COUNTY**

Name \_\_\_\_\_ owes no delinquent property taxes to Webb County.

\_\_\_\_\_ owes no property taxes as a business in Webb County.  
(Business Name)

\_\_\_\_\_ owes no property taxes as a resident of Webb County.  
(Business Owner)

\_\_\_\_\_  
Person who can attest to the above information

**\* SIGNED NOTORIZED DOCUMENT AND PROOF OF NO DELINQUENT TAXES TO WEBB COUNTY.**

The State of Texas  
County of Webb

Before me, a Notary Public, on this day personally appeared \_\_\_\_\_, know to me (or proved to me on the oath of \_\_\_\_\_) to be the person whose name is subscribed to the forgoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_ day of \_\_\_\_\_ 2016.

Notary Public, State of Texas

\_\_\_\_\_

(Print name of Notary Public here)

My commission expires the \_\_\_\_ day of \_\_\_\_\_ 20\_\_.