

**KLEBERG COUNTY SHERIFF'S OFFICE**  
**1500 East King Ave, Kingsville, TX. 78363**  
**PHONE) 361-595-8500 / (FAX) 361-593-1324**

**REQUEST FOR PROPOSAL**

Kleberg County is requesting proposals for the good(s) and/or service(s) listed below, subject to the terms and conditions of the Request for Proposal and the accompanying specifications.

At the appointed time proposals will be opened in the office of the Kleberg County Sheriff's Office at the above address. Proposals arriving in the County Sheriff's Office past the appointed date and time will be considered late and will not be opened.

**PROPOSAL NUMBER:** 20160831  
**ITEMS AND/OR SERVICES:** INMATE TELEPHONE SYSTEM  
**OPENING DATE:** 08/31/2016  
**OPENING TIME:** 2:00pm (CENTRAL TIME ZONE)

**VENDOR INFORMATION SHEET**

Company Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Phone Number \_\_\_\_\_

Fax Number \_\_\_\_\_

**SIGNATURE**

Name & Title Authorized to Sign Bid (Print or Type) \_\_\_\_\_

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

## STATEMENT OF QUALIFICATION

The following statements as to experience and general qualifications of the proposing firm as submitted in conjunction with the Request for Proposal as part thereof and truthfulness and accuracy of information is guaranteed by the proposing firm and included in the evaluation of the proposals.

**Name and Address of Proposing Firm:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Fax Number:** \_\_\_\_\_

1. Number of years proposer has been in this business: \_\_\_\_\_

2. Proposing firm must have satisfactorily completed or currently maintained three (3) contracts of similar size in the last five (5) years in the State of Texas:

(a) Facility: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

(b) Facility: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

(c) Facility: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

## **TERMS & CONDITIONS OF THE REQUEST FOR PROPOSAL (RFP)**

### **PREPARATION OF THE RFP**

1. Proposing firms are expected to examine any drawings, specifications, terms and conditions, general or special conditions, schedules and all instructions for the purpose of this RFP. Failure to do so will be at the proposer's risk.
2. Each proposer shall furnish the information required in the RFP. The proposer shall print or type their name on the face sheet of the RFP.
3. Erasures or other changes must be initialed by the person signing the RFP.
4. RFP's signed by an agent of the company must be accompanied by evidence of their authority.
5. If unit prices are requested, unit price shall include packing unless otherwise specified. If an error is made in the extension of unit pricing, the unit price will govern. In all cases, the unit cost multiplied by the quantity proposed will determine the extended cost of a line item.
6. Delivery charges are to be prepaid and included in the proposed pricing.
7. All items quoted that require utilities shall have local service. Proposer shall submit upon demand, a list of servicing agent's name, address, and phone number.
8. Alternate products for those requested in the bid will not be considered unless authorized by the RFP.
9. The terms, conditions and specifications listed in this proposal constitute the total terms and conditions that will be acceptable. Kleberg County will not be bound by conditions other than those stated.
10. Quantities shown for each line item are minimal requirements. Kleberg County reserves the right to purchase additional items against this RFP on an "as needed" basis if pricing remains the same for the period of one (1) year (twelve months) from date of the opening. Kleberg County reserves the right to issue multiple Purchase Orders by line item(s) at unit prices quoted.
11. Prices quoted shall be firm for a period of ninety (90) days from date of proposal opening.
12. Kleberg County Government is not subject to taxation. A tax exemption certificate will be provided upon request.

## **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS**

1. It is the responsibility of the proposer to review the entire RFP document and to notify County Sheriff if the RFP is formulated in a manner that would unnecessarily restrict competition or if it is ambiguous in what is being requested. Questions regarding the specifications or RFP procedures must be received by County Sheriff not less than seventy-two hours prior to the time set for the proposal opening.
2. **PLEASE NOTE: ANY QUESTIONS CONCERNING THIS RFP ARE TO BE FAXED TO COUNTY SHERIFF. QUESTIONS WILL BE ANSWERED VIA ADDENDA. INFORMATION OBTAINED FROM ANY OFFICE OTHER THAN THE SHERIFF OFFICE IS NOT TO BE CONSIDERED BINDING.**

## **SUBMISSION OF THE RFP**

1. The proposal is to be enclosed in a sealed envelope addressed to Kleberg County Sheriff at the address on the face sheet of the RFP. The envelope is to include the name and address of the proposing firm and the date and time of the proposal opening. Vendor shall submit One (1) original and Five (5) copies of their proposal.
2. Faxed and/or emailed proposals will not be accepted.
3. All price quotations and related proposal materials must be received in a sealed envelope. Time, date and nature of proposal must be clearly marked on face of sealed envelope. Please return proposal in the envelope enclosed, if provided.

## **LATE RECEIPT OF THE RFP**

1. The proposal and modifications or withdrawals thereof received after the time set for opening will not be considered, unless they are received before the award is made and it is determined by Kleberg County that failure to arrive on time was due solely to a delay in delivery for which the proposer has no responsibility.
2. Proposals must be received by County Sheriff prior to 2:00 p.m. on the appointed date. Time will be determined by the clock in the County Sheriff's office and once its Agent or their designee determines the time is 2:00 p.m., no other proposals will be accepted.

## **AWARD OF THE CONTRACT**

1. The contract will be awarded to that responsible proposer whose proposal, conforming best to the RFP; will be most advantageous to Kleberg County, price and other factors considered.
2. Kleberg County reserves the right to reject any or all proposals and to waive informalities and minor irregularities in the proposals received.

3. Kleberg County may accept any item or groups of items proposed unless the proposer qualifies the proposal by specific limitations. Unless otherwise provided in the schedule, proposals may be submitted for any quantities less than those specified; and Kleberg County reserves the right to make an award on any item for a quantity proposed at the unit price offered unless the proposer specifies otherwise in the proposal.
4. A purchase order which will be issued to the successful proposer within the time for acceptance specified in the RFP shall be deemed to result in a legal and binding contract without further action by either party.
5. Kleberg County reserves the right to award this RFP by line item, groups of items, or lump sum RFP, whichever is deemed to be in its best interest.
6. The proposer must state number of business days for completed delivery, after receipt of order (Days ARO). Delivery time quoted after receipt of order (A.R.O.) may be a factor in RFP award.
7. Payment will be made within thirty (30) days after receipt of invoice and/or delivery of materials; whichever is later. Prompt payment discounts will be considered in the evaluation of this RFP.
8. In compliance with this RFP, in consideration of the detailed description attached hereto; and subject to all conditions thereof, the undersigned agrees, if this RFP be accepted, to furnish any or all of the items upon which prices have been quoted in accordance with the specifications applying at the price set opposite each item. The undersigned further agrees, if awarded an order or contract, to enter into a written contract, if requested, specifically agreeing to indemnify, protect, defend and hold harmless Kleberg County Government, it's servants and employees from all claims, suits or demands for payment that may be brought against it arising out of the use of any product or article that becomes a part of an order or contract. Proposer further agrees to indemnify, protect, defend and hold harmless Kleberg County Government, its servants and employees from all claims, suits or actions of every nature and description brought against it for, or on account of, any injuries or damages received or sustained by any party or parties, or by employees and servants of the undersigned or agents arising out of or in the course of fulfilling an order or contract.

#### **USE OF TRADE NAME/ALTERNATE PRODUCT**

1. The use of the name of a manufacturer, brand, model or make used in describing an item does not restrict the proposer to that manufacturer. Others will be considered if they meet or exceed the items specified.
2. All RFP's must meet or exceed the enclosed specifications. Proposer must indicate manufacturer's name, and model number offered. If proposer fails to provide this information, and an award is made, then the proposer shall supply the item(s) as specified. All items supplied by the successful proposer(s) shall be: 1) as per manufacturer's name, model number and description quoted; 2) new and unused; and 3) meet OSHA standards. Remanufactured and/or reconditioned items will be unacceptable. Items delivered not meeting these requirements shall be subject to return and replaced at no additional cost to Kleberg County Government. Any exceptions to the specifications must be clearly noted and

documented. Product literature and manufacturer cut sheets to be included with the RFP for all products quoted other than specified. RFP will be considered incomplete for failing to include required product literature along with RFP and may be rejected.

3. When an alternate manufacturer, brand, model or make is proposed, Kleberg County will determine if the item proposed does meet or exceed the items as specified.
4. Proposer interested in responding to this RFP shall meet the following requirements and be able to furnish documentation with RFP. The RFP will be considered incomplete for failing to include required documentation along with the RFP and may be rejected.
  - A. Authorized commercial dealer for all products offered, and shall be able to show proof (from the manufacturer), that proposer is authorized to sell and/or service equipment. Documentation must be provided to Kleberg County within forty-eight hours (two business days) of request.
  - B. Supplied comparable equipment, of proven quality, for a minimum of five (5) years.
5. Proposer shall submit sample upon request to properly evaluate product. Sample shall be submitted within five (5) business days of request, and at no additional cost to Kleberg County.
6. Kleberg County reserves the right to request any additional information deemed necessary in the evaluation of this RFP. Requested information shall be submitted within five (5) business days from date of request.
7. Kleberg County and/or federal, state and local agencies must have access to books, documents, papers, and records related to this purchase or contract from the successful vendor(s). This access along with all contract related documents for this RFP award must be available for a minimum of three years from final payment of purchase order and/or contract to comply with federal retention regulations.

## **GOVERNING LAWS & POLICIES**

1. The laws of the State of Texas shall govern this contract, and all obligations of the parties are performable in Kleberg County, Texas.
2. **LICENSES – PROPOSERS ARE REQUIRED TO HAVE A CURRENT BUSINESS LICENSE AT THE TIME RFP'S ARE SUBMITTED. RFP'S FROM VENDORS WITHOUT A CURRENT BUSINESS LICENSE WILL BE DISQUALIFIED. It is the proposer's responsibility to determine if a Kleberg County Business License is required.**

## **INSURANCE**

The contractor will maintain, at their expense adequate insurance coverage to protect them from claims arising under the Worker's Compensation Act, from claims for damages resulting from bodily injuries and damage to their property and from claims for damage to any Kleberg County property while delivery is being made. A certificate of insurance must be on file in the

Purchasing Department before work may begin.

### **CODE OF CONDUCT**

1. No employee or member of the Kleberg County's governing bodies shall participate in the selection or award of a contract if a conflict of interest, real or apparent, would be involved.
2. Officers, employees or officials of the Kleberg County Government shall neither solicit nor accept gratuities, favors or anything of more than nominal monetary value from vendors or parties to subcontracts.

### **EVALUATION CRITERIA**

1. The proposals will be ranked based on points from 1 – 10 with 10 being the best score possible.
2. The proposals evaluation will consider the following criteria:
  - a. Vendor qualification information
  - b. County's past experience with the vendor
  - c. Responsiveness to the Request for Proposal
  - d. References
  - e. Price



## **INMATE TELEPHONES AND SERVICES REQUEST FOR PROPOSAL**

**PURPOSE:** To establish specifications for inmate telephones and related services for the Kleberg County Jail.

**POLICY:** It is the policy of Kleberg County Government to contract for inmate telephones and services for the Kleberg County Jail.

**GENERAL SPECIFICATIONS:** Kleberg County Sheriff is requesting proposals for inmate telephones and services for the Kleberg County Jail.

**INTENT:** Kleberg County intends to contract with a vendor in order to provide telephone and video services for inmates at the Kleberg County Jail.

**SCOPE:** The contractor shall provide all labor, supervision, and materials required to install, operate, and maintain all telephone communications equipment necessary for the operation of required telephones at the specified locations at no charge to Kleberg County. The contractor shall be responsible for all aspects of the inmate telephone system such as acquisition, installation, operation, service, training, and maintenance. All telephone service related to the inmate telephones and related equipment must be provided at the contractor's own expense and Kleberg County shall incur no cost for any portion of the installation, service, training, or maintenance throughout the term of the agreement for the telephone system.

**LENGTH OF CONTRACT:** The contractor acknowledges the term of this contract shall be five (5) years. Prior to the end of each fiscal year, the provided services shall be evaluated by the Kleberg County Sheriff's Office to determine if satisfactory performance is being provided.

**RESULTING CONTRACT:** The contractor acknowledges Kleberg County can terminate this contract with cause with a written notice presented to the contractor with a minimum of thirty (30) days notice. If the contractor fails to perform up to the conditions of the contract, in Kleberg County's judgment, Kleberg County will communicate the problem(s) to the contractor in written form. The contractor will have ten (10) days to rectify the problem(s). If the problem(s) are not corrected or reoccur, Kleberg County may immediately terminate the contract. The contractor will not be relieved of any obligation of payment of commissions earned up to the date of cancellation. The contractor may be in default by (but not limited to):

- (i) Failure to pay commissions on time;
- (ii) Failure to provide preventive maintenance on the system;
- (iii) Failure to keep equipment repaired in a timely manner, within twenty-four (24) hours of notification;
- (iv) Charging telephone customers rates in excess of agreed upon rates or above allowable rates as set forth by the Texas Regulatory Authority;
- (v) Other considerations preventing the proper operation of the inmate telephone services.

**NUMBER OF TELEPHONES:** This request for proposal shall cover the following telephones

at the Kleberg County Jail:

Inmate Telephones	32
Visitor Telephones	08
<b>TOTAL INMATE PHONES</b>	<b>40</b>

The contractor acknowledges that after the initial installation the number of inmate telephones may be increased or decreased based on need.

**MINIMUM REQUIREMENTS OF INMATE TELEPHONES:** The contractor is to provide inmate telephones and related equipment at the specified locations as set forth in this proposal. The inmate telephone system shall only allow prepaid calls except for those telephone numbers designated by the Kleberg County Sheriff's Office. The system shall allow call blocking to prevent calling to the following:

- 911;
- 800, 888, 900, and other toll free numbers;
- 411 or other directory assistance numbers;
- Sheriff's Office numbers including both office and home telephone numbers of personnel;
- Direct dial long distance services;
- Other telephone numbers at the discretion of the Sheriff's Office.

The system shall allow call passing for free calls to the Public Defender, bail bondsmen, or other numbers at the discretion of the Sheriff's Office. The system shall have an inmate hotline in place with an operator available to assist inmates during normal business hours. The system shall have call timing to preset the maximum call length time. The system shall have fraud protection against hook switch calls, credit card calls, directory assistance calls, call forwarding, conference calls, etc. The system shall provide investigative features at no cost including but not limited to live monitoring of calls, ability to intercept and speak to inmate, or both parties. The system shall not be capable of receiving incoming calls. The system shall be of heavy-duty construction and have equipment designed for the correctional environment. Inmate telephones shall not expose screws, bolts, or other fasteners or any other material which can be removed without special security devices. Vendor shall submit detailed information as to the equipment offered. The system shall offer an administrative capability to query revenue reports at will from the inmate calling platform.

**PIN OPERATION:** The proposed inmate telephone system shall have the capability to be a PIN based system using a "Prisoner Identification Number" (PIN) for telephone operation. The

system shall be designed to operate with or without PINs on a per telephone basis. The PIN system shall have the ability to provide statistical reporting on calls made using the PINs. The contractor shall provide all necessary hardware and software, including any required computer workstations, to access, retrieve, and print statistical information. PINs will be automated with jail management system.

**RECORDING OF CALLS:** The inmate telephone system shall have the ability to record all telephone calls placed by inmates in the Kleberg County Jail for the duration of the term of any contract awarded. The recording system shall allow for recording, archival, and playback of telephone calls. The contractor shall provide all necessary hardware and software, including any required computer workstations, to access, retrieve, and playback recorded telephone calls.

**MAINTENANCE:** The contractor shall provide all maintenance and upkeep of the inmate telephone system and video visitation unit. A twenty-four (24) hour response shall be required on all reported problems. The contractor shall provide a toll free telephone number to report system problems.

**DAMAGE TO EQUIPMENT:** Kleberg County shall not be liable for loss, damage, destruction, or misuse of any telephone or video equipment as set forth in this proposal.

**UPGRADES:** The contractor shall be solely responsible for required hardware and software upgrades to ensure proper operation of the inmate telephones and video units for the period of the contract and any subsequent extensions. The system must allow Jail personnel the ability to access data from the phone system from any computer in the department.

**COMPLIANCE:**All installation shall meet applicable federal, state, or local codes. The contractor shall have and maintain insurance to cover general liability to provide the contracted services.

**COMMISSIONS:** Commissions shall be paid monthly no later than sixty (60) days following the last day of the month in which calls generating the commission were made. All commissions shall be paid by check to Kleberg County and shall include a report detailing the following:

- Date of report and time period covered;
- Total billed revenue;
- Statement of accuracy signed by representative of contractor;

The contractor shall calculate commissions as a fixed percentage based upon the gross revenues for each telephone. Kleberg County will bear no responsibility for fraudulent calls or theft of service. Fraudulent, stolen, or lost funds shall not be deducted from revenue paid to Kleberg County. Kleberg County will bear no responsibility for unbillable or uncollectible calls or such uncollectibles known as “bad debt”. The proposal shall have a detailed explanation as to how the commissions will be paid on all types of calls made from the facility including any promotional or call diversion from collect, prepaid or calling card calls. Kleberg County shall have administrative capability to query real time commission data from the inmate calling platform.

**EACH VENDOR SHALL SUBMIT THEIR COMMISSION OFFERING FOR ALL TRAFFIC TYPES, BASED ON GROSS GENERATED REVENUE.**

**RATES:** Each vendor shall provide a detailed rate table for local, intraLATA, interLATA, and interstate calls.

**PROPOSAL INFORMATION:** Each vendor submitting a proposal shall include a synopsis of their company including, but not limited to, the following information:

- Company name, address, telephone number, & chief executive officer;
- Parent company name, address, telephone number, & chief executive officer;
- Contact person's name, address, & telephone number for purposes of this proposal;
- Company history, current status, & length of time in business;
- Qualifications & experience including ability to perform the requested services;
- Overview of telecommunications experience including inmate telephone services;
- Company financial statement showing income and earnings for the most recently closed year;
- Minimum of five (5) inmate telephone accounts currently operational in Texas or surrounding states including Center name, address, and contact person & telephone;
- Sample Contract that the Vendor will propose to the County.

**DESCRIPTION OF SERVICES:** Vendors submitting proposals shall detail services to be provided as outlined in this Request for Proposal including technical specifications and equipment. Available options, including those noted in this proposal, shall be submitted along with any alternative proposals offered by prospective vendors.

**COMPETITIVE PROPOSALS:** Proposals shall be by sealed bid and will be opened as to avoid disclosure of contents until all negotiations with prospective vendors have been completed. Upon completion of award all proposals shall be open for public inspection. Negotiations may be conducted with prospective vendors who submit proposals. All vendors shall be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals. Revisions to proposals shall be permitted for the purpose of obtaining the best proposal for the services requested herein. Kleberg County reserves the right to reject any and all proposals or waive portions thereof and to choose the proposal which best meets the needs and requirements of Kleberg County and the Kleberg County Sheriff's Office.

**DEMONSTRATIONS:** The Kleberg County Sheriff's Office shall reserve the right to require a

thirty (30) day demonstration of services offered. Such demonstration shall be at no cost to Kleberg County and shall be for the purpose of evaluation of offered services.

**PROPOSALS:** Proposals shall be submitted in the form as set forth by the County. Vendors shall submit all required forms with proposal.