



**Orange County Purchasing Department**  
714 Polk Street Orange, TX 77630  
Phone 409-882-7902 Fax 409-670-4170

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## NOTICE TO PROPOSERS

Orange County Commissioners' Court will accept sealed competitive proposals at the Orange County Purchasing Agent's Office located at 714 Polk Street, Orange, Texas until 3:00 p.m., CST, Tuesday, August 17, 2021 on the following requirements:

<b>PROPOSAL NAME:</b>	<b>INMATE PHONE SERVICE AND RELATED INMATE SERVICES FOR ORANGE COUNTY CORRECTIONAL FACILITY</b>
<b>PROPOSAL NO:</b>	<b>RFP-21010</b>
<b>DUE DATE/TIME:</b>	<b>3:00 PM, CST, August 17, 2021</b>
<b>MAIL OR DELIVER TO:</b>	<b>Orange County Purchasing Department 714 Polk Street Orange, TX 77630</b>

Notice is hereby given that sealed proposals will be accepted by the Orange County Commissioners' Court for RFP-21010 – Inmate Phone Service and Related Inmate Services for Orange County Correctional Facility. Proposal instructions and specifications are available at [www.co.orange.tx.us](http://www.co.orange.tx.us) or the office of the Orange County Purchasing Agent located at 714 Polk Street, Orange, Texas, 77630. Phone 409-882-7900.

All sealed proposals must be submitted to the Orange County Purchasing Agent, 714 Polk Street, Orange, Texas, 77630, no later than 3:00 p.m., CST, Tuesday, August 17, 2021.

RFP-21010 – Inmate Phone Service and Related Inmate Services for Orange County Correctional Facility

Proposals will be publicly opened and only the firm name will be read aloud at the location, time and date above. Proposals shall be opened in a manner that avoids disclosure of the contents to competing offerors and maintains the confidentiality of the proposals during negotiations. Proposals will be open for the public after the award of the contract, except for trade secrets and confidential information. Proposals received after the advertised proposal time will not be accepted and will be returned unopened.

The County shall require the proposer to furnish a proposal bond in the amount of five percent (5%) of the total contract cost if the proposed cost is over \$25,000.00. The proposal bond must be executed with a surety company authorized to do business in the State of Texas.

The County of Orange will consider the following items as “Selection Criteria” in determining the successful applicant.

- 40% Commissions and minimum annual guarantee

- 15% Product pricing, quality, and choices

- 15% Information technology integrated solutions

- 15% Qualification, experience, and timely customer service/ability to meet special need of Orange County

- 15% Project management

Orange County reserves the right to award this proposal by unit or by lump sum to the most qualified responsible offeror and to increase or decrease quantities as it deems necessary. Orange County also reserves the right to waive any or all formalities and/or technicalities or to reject any or all proposals if in the best interest of the County.

Orange County hereby notifies all offerors that it will affirmatively assure that minority enterprises are afforded full opportunity to submit proposals in response to this RFP, and that they will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

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## **Instructions to Proposers**

### **Proposal Submission:**

**PROPOSAL NAME:** INMATE PHONE SERVICE AND RELATED INMATE  
SERVICES FOR ORANGE COUNTY CORRECTIONAL  
FACILITY  
**PROPOSAL NO:** RFP-21010  
**DUE DATE/TIME:** 3:00 PM, CST, August 17, 2021  
**MAIL OR DELIVER TO:** Orange County Purchasing Department  
714 Polk Street  
Orange, TX 77630

Proposals will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened. All proposals shall be sealed in an envelope and **plainly marked with the Proposal Name, Proposal Number, Due Date, and the Proposer's Name and Address. Late Proposals will not be accepted and will be returned unopened to the proposer.** Offerors shall forward **an original and five (5) copies of their proposal** to the address shown above. All proposals submitted in response to this Request shall become the property of Orange County and will be a matter of public record available for review.

Questions and/or clarification concerning this RFP must be submitted in writing to Tim Funchess, Orange County Purchasing Agent, [tfunchess@co.orange.tx.us](mailto:tfunchess@co.orange.tx.us) 714 Polk Street, Orange, Texas, 77630. Deadline for submission of questions and/or clarification is Friday, August 13, 2021 at 2:00 PM, CST. Request received after the deadline will be not be responded to due to the time constraints of this Proposal process.

**PROPOSER MUST MONITOR THE ORANGE COUNTY PURCHASING WEBSITE AT [www.co.orange.tx.us](http://www.co.orange.tx.us) TO SEE IF ADDENDA OR ADDITIONAL INSTRUCTIONS HAVE BEEN POSTED. ”**

**PROPOSER'S ARE RESPONSIBLE FOR RETURNING ALL REQUIRED PAGES. ADDITIONALLY, FAILURE TO RETURN ALL REQUIRED FORMS COULD RESULT IN A PROPOSAL BEING DECLARED AS NON-RESPONSIVE.**

## **General Terms and Conditions of Proposal and Term Contracts**

### **Preparation of Proposals**

The proposal shall be legibly printed in ink or typed. If a unit price or extension already entered is to be altered, it shall be crossed out and initialed in ink by the proposer. The proposal shall be legally signed and shall include the complete address of the proposer. Orange County is exempt from Federal and State Sales Taxes, and such taxes shall not be included in proposal prices.

1. **Signatures**

All proposals, notifications, claims, and statements must be signed by an individual authorized to bind the proposer. The individual signing certifies, under penalty of perjury, that he or she has the legal authorization to bind the proposer.

2. **Rejection or Withdrawal**

Submission of additional terms, conditions or agreements with the proposal document are grounds for deeming a proposal non-responsive and may result in proposal rejection. Orange County reserves the right to reject any and all proposals and to waive any informalities and minor irregularities or defects in proposals. Proposals may be withdrawn in person by a proposer or authorized representative, provided their identity is made known and a receipt is signed for the proposal, but only if the withdrawal is made prior to the time set for receipt of proposals. Proposals are an irrevocable offer and may not be withdrawn within 90 days after opening date.

3. **Award**

The proposal will be awarded to the responsible, responsive proposer(s) whose proposal, conforming to the solicitation, will be most advantageous to Orange County – price and other factors considered. Unless otherwise specified in this RFP, Orange County reserves the right to accept a proposal in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Orange County. Any proposer who is in default to Orange County at the time of submittal of the proposal shall have that proposal rejected. Orange County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial nonconformity in the offer, as determined by Orange County, shall be deemed non-responsive and the offer rejected. In evaluating proposals, Orange County shall consider the qualifications of the proposers, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, guarantees of materials and equipment. In addition, Orange County may conduct such investigation as it deems necessary to assist in the evaluation of a proposal and to establish the responsibility, qualifications, and financial ability of the proposers to fulfill the contract. Orange County reserves the right to award this contract on the basis of lowest and best proposal in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, and/or to reject any or all proposals. In the event the lowest dollar offeror meeting specifications is not awarded a contract, Offeror may appear before the Commissioners' Court and present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear. Orange County shall not be responsible for any effort or cost expended in the preparation of a response to this RFP

4. **Contract**

A response to an RFP is an offer to contract with Orange County based upon the terms, conditions, and specifications contained in the RFP. Proposals do not become contracts unless and until they are executed by Orange County, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the RFP, unless any of the terms and conditions is modified by

an RFP Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

5. **Fiscal Funding**

A multi-year lease or lease/purchase arrangement (if requested by the Special Requirements/Instructions), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the offeror from the using department without penalty of any kind or form to Orange County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the offeror.

6. **Addenda and Changes to Proposal Documents**

Each addendum or change issued in relation to this RFP document will be on file in the office of the Purchasing Agent, and will be posted on the Orange County Purchasing web site [www.orange.tx.us](http://www.orange.tx.us) as soon as possible. It shall be the proposer's responsibility to make inquiry as to change or addenda issued, and to monitor the web site. All such changes or addenda shall become part of the contract and all proposers shall be bound by such addenda.

7. **Specifications**

Unless otherwise stated by the proposer, the proposal will be considered as being in accordance with Orange County's applicable standard specifications, and any special specifications outlined in the proposal document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the proposer in interpreting the requirements of Orange County, and should not be construed as excluding proposals on other types of materials, equipment, and supplies. However, the proposer, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the proposal. Orange County reserves the right to determine if equipment/ product being proposal is an acceptable alternate. All goods shall be new and unused unless otherwise so stated in the proposal. Any unsolicited alternate proposal, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the proposal, may be considered non-responsive.

8. **Delivery**

Proposals shall include all charges for delivery, packing, crating, containers, etc. Proposals will be considered as being based on F.O.B. destination/delivered freight included. Unless otherwise stated by the proposer in writing on the Proposal Form.

9. **Interpretation of Proposal and/or Contract Documents**

All inquiries shall be made within a reasonable time prior to the date and time fixed for the proposal opening, in order that a written response in the form of an addendum, if required, can be processed before the Proposals are opened. Inquiries received that are not made in a timely fashion may or may not be considered.

10. **Currency**

Prices calculated by the proposer shall be stated in U.S. dollars.

11. **Pricing**

Prices shall be stated in units of quantity specified in the proposal documents. In case of discrepancy in computing the amount of the proposal, the unit price shall govern.

12. **Notice to Proceed/Purchase Order**

The successful proposer may not commence work under this contract until authorized to do so by the Purchasing Agent.

13. **Certification**

By signing the offer section of the Offer to Contract page, proposer certifies:

The submission of the offer did not involve collusion or other anti-competitive practices. The proposer has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant in connection with the submitted offer. The proposer hereby certifies that the individual signing the proposal is an authorized agent for the proposer and has the authority to bind the proposer to the contract.

14. **Minority-Women Business Enterprise Participation**

It is the desire of Orange County to increase the participation of Minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the County does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

15. **Grant Funding**

Any contract entered into by the County that is to be paid from grant funds shall be limited to payment from the grant funding and the vendor/provider understands that the County has not set aside any County funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the contract, then the sole recourse of the provider shall be to terminate any further services under the contract and the contract shall be null and void.

16. **HIPPA Compliance**

Offeror agrees to comply with the Standards for Privacy of Individually Identifiable Health Information of the Health Insurance Portability and Accountability Act of 1996, PL 104-191 45 CFR Parts 160-164, as amended, and the Texas Medical Records Privacy Act, Texas Health and Safety Code Chapter 181, as amended, collectively referred to as "HIPPA" to the extent that the Offeror uses, disclosed or has access to protected health information as defined by HIPPA. Offeror may be required to enter a Business Associate Agreement pursuant to HIPPA.

17. **Hold Harmless Agreement**

Contractor, the successful offeror, shall indemnify and hold Orange County harmless from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this proposal, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this proposal. Certification of such coverage must be provided to Orange County Purchasing before any work begins.

18. **Waiver of Subrogation**

Offeror and offeror's insurance carrier waive any and all rights whatsoever with regard to subrogation against Orange County as an indirect party to any suit arising out of personal or property damages resulting from offeror's performance under this agreement.

19. **Severability**

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

20. **Recycled Materials**

Orange County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Orange County will be the sole judge in determining product preference application.

21. **Scanned or Re-Typed Response**

If in its Proposal response, offeror either electronically scans, re-types, or in some way reproduces the County's published Proposal package, then in event of any conflict between the terms and provisions of the County's published Proposal specifications, or any portion thereof, and the terms and provisions of the Proposal response made by offeror, the County's Proposal specifications *as published* shall control. Furthermore, if an alteration of any kind to the County's published Proposal specifications is only discovered after the contract is executed and is or is not being performed; the contract is subject to immediate cancellation.

22. **Electronic Data**

If offeror obtained the proposal specifications on a disk in or web site order to prepare a response, the proposal must be submitted in hard copy according to the instructions contained in this proposal package. If, in its proposal response, offeror makes any changes whatsoever to the County's published proposal specifications, the County's Proposal specifications as published shall control. It is preferred that you enter your data on the disk, do a print and then return disk and print out. You must return a hard copy proposal and return the disk.

23. **New Millennium Compliance**

All products and/or services furnished as part of this contract must be year 2000 compliant. This applies to all computers including hardware and software as well as all other commodities with date sensitive embedded chips.

24. **E-Mail Addresses Consent**

Vendor affirmatively consents to the disclosure of its e-mail addresses that are provided to Orange County. This consent is intended to comply with the requirements of the Texas Public Information Act, Tex. Gov't Code Amn. 522.137 as amended, and shall survive termination of this agreement. This consent shall apply to e-mail addresses provided by Vendor, its employees, officers, and agents acting on Vendor's behalf and shall apply to any e-mail address provided in any form for any reason whether related to this Proposal/Proposal or otherwise.

25. **Potential Conflicts of Interest**

An outside consultant or contractor is prohibited from submitting a proposal for services on an Orange County project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate, subsidiary, joint venture or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited proposal, that proposal shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by Orange County. A conflict of interest questionnaire is included to be filled out and returned.

26. **Governing Law**

This Request to proposal is governed by the competitive proposal requirements of the County Purchasing Act, Texas Local Government Code, §262.021 *et seq.*, as amended. Offerors shall comply with all applicable



federal, state and local laws and regulations. Offeror is further advised that these requirements shall be fully governed by the laws of the State of Texas and that Orange County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

27. **Access to Records**

In special circumstances, vendor may be required to allow duly authorized representatives of Orange County or the state and federal government access to contacts, books, documents, and records necessary to verify the nature and extent of the cost of services provided by vendor.

28. **Governing Forms**

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Orange County's interpretation shall govern.

29. **Supplemental Materials**

Offerors are responsible for including all pertinent product data in the returned proposal package. Literature, brochures, data sheets, specification information, completed forms requested as part of the proposal package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the offeror wishes to include as a condition of the proposal, must also be in the proposal package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire proposal.

30. **Material/Color**

Determination

Selection of colors of materials is a right reserved by the using department unless otherwise specified in the proposal. Unspecified colors shall be quoted as standard colors, NOT colors which require upcharges or special handling. Unspecified fabrics or vinyls should be construed as medium grade. If offeror fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.

31. **Inspections**

Orange County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If an offeror cannot furnish a sample of a proposal item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the proposal as inadequate.

32. **Testing**

Orange County reserves the right to test equipment, supplies, material and goods proposal for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the proposal is subject to rejection.

33. **Disqualification of Offeror**

Upon signing this proposal document, an offeror offering to sell supplies, materials, services, or equipment to Orange County certifies that the offeror has not violated the antitrust laws of this state codified in Texas Business and Commerce Code §15.01, et seq., as amended, or the federal antitrust laws, and has not communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business. Any or all proposals may be rejected if the County believes that collusion exists among the offerors. Proposals in which the prices are obviously unbalanced may be rejected. If multiple proposals are submitted by an offeror and after the proposals are opened, one of the proposals is withdrawn, the result will be that all of the proposals submitted by that offeror will be

withdrawn; however, nothing herein prohibits a vendor from submitting multiple proposals for different products or services.

34. **Assignment**

The successful offeror may not assign, sell or otherwise transfer this contract without written permission of Orange County Commissioners Court.

35. **Contract Obligation**

Court must award the contract and the County Judge or other person authorized by the Orange County Court must sign the contract before it becomes binding on Orange County or the offerors. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

36. **Digital Format**

If offeror obtained the proposal specifications in digital format in order to prepare a response, **the proposal must be submitted in hard copy**, according to the instructions contained in this Proposal package. If, in its response, offeror makes any changes whatsoever to the County's published Proposal specifications, the County's proposal specifications **as published** shall control. Furthermore, if an alteration of any kind to the County's published proposal specifications is only discovered after the contract is executed and is or is not being performed; the contract is subject to immediate cancellation.

37. **Title Transfer**

Title and Risk of Loss of goods shall not pass to Orange County until Orange County actually receives and takes possession of the goods at the point or points of delivery.

38. **Estimated Quantities**

Orange County estimates are based on quantities used the previous year. These projected estimates can be changed by various unforeseen factors, such as the weather, and changes in budgetary conditions. The estimated quantities also do not include orders placed by participating entities. Therefore, these contracts are based on actual annual needs on an as needed basis. There is no intent to buy indicated, or intended, and the County will only pay for material it has properly ordered and received by Orange County.

39. **Participating Local Governments**

A rider is attached to this proposal to indicate the willingness of the proposer to supply materials to participating local governments at the same terms and conditions as is offered to Orange County within this proposal, if the proposer is awarded the proposal. Participation by the other local governments is solely at the option of those governments, and any contract, resulting is strictly between the individual agencies, and the proposer.

40. **Method of Payment**

Invoices shall be sent directly to the:

**COUNTY AUDITOR'S OFFICE**

**123 S. 6<sup>th</sup> Street**

**ORANGE, TX 77630**

Payments are processed after the Auditor's Office has been notified that the items have been received in good conditions and no unauthorized substitutions have been made. Invoices must detail the items delivered and must reference the Orange County Purchase Order Number for speed in processing. The County will only receive delivery for goods as required, and the County shall only be billed for goods ordered and delivered.

41. **Equivalents of Equal Quality are Acceptable**

Whenever an article or material is defined by describing a proprietary product, or by using the name of a manufacturer, the term "or equivalent" if not inserted, shall be implied. The specified article or material shall be understood as descriptive, not restrictive.

43. **Substitutions after Award of the Contract**

After the award of the contract, no substitutions will be made without prior approval from the County Purchasing Agent. Should any items on the contract be discontinued or otherwise become unattainable during the life of the contract, test will be made of substitutes at the discretion of the County Purchasing Agent.

**Insurance Requirements**

**Purchase Order will NOT be released until vendor provides all required documents to Orange County Purchasing.**

Failure to furnish Affidavit of Insurance, if required in these specifications, will result in Proposal being declared non-responsive. Non-responsive Proposals will not be considered for award. Before commencing work, the successful proposer shall be required, at his own expense, to furnish the Orange County Purchasing Agent within ten (10) days of notification of award with certified copies of all insurance policies showing the following insurance coverage to be in force throughout the term of the contract. No Purchase Order will be released until all required documents are provided to Orange County Purchasing.

- (a) Commercial General Liability insurance at minimum combined single limits of \$1,000,000.00 per-occurrence and \$1,000,000.00 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations, (1,000,000.00 products/completed operations aggregate). Coverage for products/completed operations must be maintained for a least two (2) years after the construction work is completed. Coverage must be written on an occurrence form Contractual liability must be maintained with respect to the contractor's obligations contained in the contract. The general aggregate limit must be at least two (2) times the per-occurrence limit. A per-project aggregate endorsement must be included.
- (b) Workers Compensation insurance at statutory limits, including employer's liability coverage at minimum limits of \$500,000.00 per occurrence each accident/\$500,000.00 by disease per-occurrence/\$500,000.00 by disease aggregate.
- (c) Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000.00 per-occurrence for bodily injury and property damage, including owned, non-owned and hired vehicle coverage.

The required limits may be satisfied by any combination of primary, excess or umbrella liability insurances, provided the primary policy complies with the above requirements and the excess umbrella is following form. The successful proposer may maintain reasonable and customary deductibles, subject to approval by Orange County.

A comprehensive general liability insurance form may be used in lieu of a commercial general liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000.00 per-occurrence, combined single limit; and coverage must include a broad form comprehensive general liability endorsement, coverage for products/completed operations, and broad form contractual liability covering the obligations included in the contract.

With reference to the foregoing insurance requirement, the successful proposer shall specifically endorse applicable insurance policies as follows:

1. Orange County shall be named as an additional insured with respect to general liability.
2. All liability policies shall contain cross liability and severability of interest clauses
3. A waiver of subrogation in favor of Orange County shall be contained in the workers compensation, general liability, and automobile liability coverage.
4. All insurance policies shall be endorsed to require the insurer to immediately Orange County of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that Orange County will receive at least sixty (60) days' notice prior to cancellation, non-renewal or termination of the insurance.

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

1. A financial rating of A: VII or better as assigned by the BEST Rating Company.
2. Licensed and admitted to do business in the State of Texas

All insurance must be written on forms filed with and approved by the Texas State Board of Insurance. 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:

The company is licensed and admitted to do business in the State of Texas, and is a subscriber to

The Federal/State Guaranty Fund if applicable.

The insurances set forth by the insurance company are underwritten on forms, which have been

Approved by the Texas State Board of Insurance.

Sets forth all endorsements and insurance coverage's according to requirements and instructions

Contained herein.

Shall specifically set forth the notice of cancellation or termination provisions to Orange County.

### **Workers' Compensation Insurance**

### **Purchase Order will NOT be released until vendor provides all required documents to Orange County Purchasing.**

#### **1 Definitions:**

**1.1. Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, TWCC-81, TWCC-82, TWCC-83, or TWCC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

**1.2. Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

**1.3. Persons providing services on the project ("subcontractor") in article 406.096 –**

Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

2. The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
3. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
4. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
5. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
  - 5.1. A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
  - 5.2. No later than ten (10) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.
6. The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
7. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
8. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
9. The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
  - 9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
  - 9.2. Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
  - 9.3. Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
  - 9.4. Obtain from each person with whom it contracts, and provide to the Contractor:
    - 9.4.1. A certificate of coverage, prior to the other person beginning work on the project; and
    - 9.4.2. The coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
  - 9.5. Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
  - 9.6. Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
  - 9.7. Contractually require each person with whom it contracts to perform as required by paragraphs I.1. – I.7., with the certificates of coverage to be provided to the person for whom they are providing services.
10. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
11. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

## **BONDING REQUIREMENTS**

Orange County Texas will require bonds for any construction, repair or alteration of public works. **No purchase order will be released until vendor provides all required documents to Orange County Purchasing.**

The successful bidder shall be required, at his own expense, to furnish the Orange County Purchasing Agent within ten (10) days of notification of award with certified copies of all bond or bonds as per bid specifications. Failure to furnish bond or bonds will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

### **Minimum Bid Bonds**

**Bid bonds will not be required for contracts that are valued at less than \$25,000.00.**

Bid bonds will not be required from any bidder or proponent whose rates are subject to regulation by a state agency as per Texas Local Government Code 262.032 (d).

If the Purchasing Agent determines that a bid bond is required for a particular contract, the notice to bidders or request for proposals or offers will state that a bid bond in the amount of 5% of the contract price is required and that it must be executed by a surety company authorized to do business in Texas.

### **Bid Bond**

Orange County Texas will require bonds for construction, repair or alteration of public works. **A bid bond MUST be submitted with any bid or proposal over \$25,000.00. The bid bond shall be in the amount of 5% of the bid price and is to be issued by a surety company authorized to do business in Texas.**

Bid bonds will not be required from any bidder or proponent whose rates are subject to regulation by a state agency as per Texas Local Government Code 262.032 (d).

**No exceptions to bond request will be made. Failure to furnish bid bonds, performance bonds and/or payment bonds will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.**

### **Performance Bond**

Orange County Texas will require performance bonds for construction, repair or alteration of public works. The successful bidder shall be required, at his own expense, to furnish the Orange County Purchasing Agent within ten (10) days of notification of award with certified copies of all bond or bonds as per bid specifications. Failure to furnish bond or bonds will result in bid being declared non-responsive.

**For all contracts in excess of \$50,000.00 for the construction, repair or alteration of a public work or the prosecution or completion of any public work, the contractor must execute a performance bond that:**

1. Is payable to the county,
2. Is in the full amount of the contract,
3. Is conditioned on faithful performance of the work in accordance with the plans, specifications, and contract documents,
4. Is solely for the protection of the county,
5. Executed by a corporate surety or sureties in accordance with the Insurance Code, and
6. Bond must remain in effect for one year beyond the date of acceptance by Owner.

Any performance bond that is furnished by a contractor in attempted compliance with the requirements of TEX. GOV'T CODE ANN., Ch. 2253 will be construed as in conformity with that chapter in relation to rights created, limitations on the bond and remedies provided. Bond must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of 56<sup>th</sup> Legislature, Regular Session, 1959 (Article 7.19-1, Vernon's Texas Insurance Code)

**No exceptions to bond request will be made. Failure to furnish bid bonds, performance bonds and/or payment bonds will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.**

### **Payment Bond**

Orange County Texas will require payment bond for construction, repair or alteration of public works, If the Purchasing Agent determines that a payment bond is required for a particular contract, the notice to bidders or request for proposals or offers will state that a payment bond in the full amount of the contract price is required. Said payment bond must be executed by a company authorized to do business in Texas before the contractor commences work and within ten (10) days after the contract award is sent to the contractor. Payment bonds will not be required from any bidder or proponent whose rates are subject to regulation by a state agency as per Texas Local Government Code 262.032 (d). For all contracts in excess of \$25,000.00 for the construction, repair or alteration of a public work or the prosecution or completion of any public work, the contractor must execute a payment bond that:

Payment bond, must be issued by a State approved surety in accordance with Article 7.19-1 Bond of Surety Company; Chapter 7 of the Insurance Code, must also be for not less than one hundred percent (100%) of the contract price and remain in effect for one year beyond the date of acceptance by the Owner.

1. Is solely for the protection of all claimants supplying labor and material in the performance of work provided in the contract,
2. Is payable to the county for the use of these claimants,
3. Is in the full amount of the contract,
4. Executed by a corporate surety or sureties in accordance with the Insurance Code, and
5. Is in a form approved by the Commissioners' Court.

Payment bonds should be effective from commencement of performance until the end of the fourth month after all items of work, for the project are completed unless releases are obtained from all subcontractors and materials. Any payment bond that is furnished by a contractor in attempted compliance with the requirements of TEX. GOV'T CODE ANN., Ch. 2253 will be construed as in conformity with that chapter in relation to rights created, limitations on the bond and remedies provided. Bond must be executed by a Corporate surety in accordance with Section 1, Chapter 87, Acts of 56<sup>th</sup> Legislature, Regular Session, 1959 (Article 7.19-1, Vernon's Texas Insurance Code).

**No exceptions to bond request will be made. Failure to furnish bid bonds, performance bonds and/or payment bonds will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.**

## **General Terms and Conditions of Proposal and Term Contracts**

### **1. Proposal**

**1.1 Proposals.** All Proposals must be submitted on the Proposal form furnished in this package.

**1.2 Authorized Signatures.** The Proposal must be executed personally by the vendor, duly authorized partner of the partnership, or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the vendor shall accompany the Proposal to become a valid Proposal.

**1.3 Late Proposals.** Proposals must be in the office of the Orange County Purchasing Agent before or at the specified time and date Proposals are due. Proposals received after the submission deadline shall be rejected as non-responsive and returned unopened.

**1.4 Withdrawal of Proposals Prior to Proposal Opening.** A Proposal may be withdrawn before the opening date by submitting a written request to the Purchasing Agent. If time allows, the proposer SER may submit a new Proposal. Proposer assumes full responsibility for submitting a new Proposal before or at the specified time and date Proposals are due. Orange County reserves the right to withdraw a request for Proposals before the opening date.

**1.5 Withdrawal of Proposals after Proposal Opening.** Proposer agrees that its offer may not be withdrawn or cancelled by the vendor for a period of ninety (90) days following the date and time designated for the receipt of Proposals unless otherwise stated in the Proposal and/or specifications.

**1.6 Proposal Amounts.** Proposals shall show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the Proposal as a result of omission, error, unintelligible or illegible wording shall be interpreted in the favor of Orange County.

**1.7 Exceptions and/or Substitutions.** All Proposals meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If Proposal is made on an article other than the one specified, which a proposer considers comparable, the name and grade of said article must be specified in the Proposal and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. As a matter of practice, Orange County rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Orange County.

**1.8 Alternates.** The Request for Proposal and/or specifications may expressly allow proposer to submit an alternate Proposal. Presence of such an offer shall not be considered an indication of non-responsiveness.

**1.9 Descriptions.** Unless otherwise specified, any reference to make, manufacturer and/or model used in the Proposal specifications is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.

**1.10 Proposal Alterations.** Proposals cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the Proposal, guaranteeing authenticity.

**1.11 Tax Exempt Status.** Orange County is exempt from federal excise tax and state sales tax. Unless the Proposal form or specifications specifically indicate otherwise, the Proposal price must be net, exclusive of above-mentioned taxes and will be so construed. Therefore, the Proposal price shall not include taxes. Orange County claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Orange County Auditor

**1.12 Quantities.** Quantities indicated are estimated quantities only and are not a commitment to buy.

Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as-needed basis. Proposer is responsible for accurate final counts.

**1.13 Proposal Award.** Award of contract shall be made to the most responsible, responsive proposer, whose offer is determined to be the best value, taking into consideration the relative importance of price. Orange County reserves the right to be the sole judge as to whether items Proposal will serve the purpose intended. Orange County reserves the right to accept or reject in part or in whole any Proposal submitted, and to waive any



technicalities or informalities for the best interest of the County. Orange County reserves the right to award based upon individual line items, sections or total Proposal.

**1.14 Silence of Specifications for Complete Units.** All materials, equipment and/or parts that will become a portion of the completed work, including items not specifically stated herein but, necessary to render the service(s) complete and operational per the specifications, are to be included in the Proposal price. Vendor may be required to furnish evidence that the service, as Proposal, will meet or exceed these requirements.

**1.15 Addenda.** Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight (48) hours prior to the Proposal opening. Addenda will be posted on the Orange County Purchasing web site. Vendors are responsible for monitoring the web site in order to remain informed on addenda. Vendors shall acknowledge receipt of all addenda with submission of Proposal.

**1.16 General Proposal Bond/Surety Requirements.** Failure to furnish Proposal bond or bonds will result in Proposal being declared non-responsive. Non-responsive Proposals will not be considered for award.

**1.17 General Insurance Requirements.** Failure to furnish Affidavit of Insurance, if required in these specifications, will result in Proposal being declared non-responsive. Non-responsive Proposals will not be considered for award.

**1.18 Responsiveness.** A responsive Proposal shall substantially conform to the requirements of this Request to Proposal and/or specifications contained herein. Proposers who substitute any other terms, conditions, specifications and/or requirements or who qualify their Proposals in such a manner as to nullify or limit their liability to the contracting entity shall have their Proposals deemed non-responsive. Also, Proposals containing any clause that would limit contracting authority shall be considered non-responsive. Examples of nonresponsive Proposals include but shall not be limited to: a) Proposals that fail to conform to required delivery schedules as set forth in the Proposal request; b) Proposals with prices qualified in such a manner that the Proposal price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) Proposals made contingent upon award of other Proposals currently under consideration.

**1.19 Responsible Standing of Proposer.** To be considered for award, proposer must at least: have the ability to obtain adequate financial resources, be able to comply with required or proposed delivery/ completion schedule, have a satisfactory record of performance; have a satisfactory record of integrity and ethics, and be otherwise qualified and eligible to receive award.

**1.20 Proprietary Data.** Proposer may, by written request, indicate as confidential any portion(s) of a Proposal that contain proprietary information, including manufacturing and/or design processes exclusive to the vendor. Orange County will protect from public disclosure such portions of a Proposal, unless directed otherwise by legal authority, including existing Open Records Acts.

**1.21 Public Proposal Opening.** Proposers are invited to be present at the opening of Proposals. After the official opening of Proposals, a period of not less than one week is necessary to evaluate Proposals. The amount of time necessary for Proposal evaluation may vary and is determined solely by the County. Following the Proposal evaluation, all Proposals submitted are available for public review.

## **2. Performance**

**2.1 Design, Strength, and Quality.** Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.

**2.2 Age and Manufacture.** All tangible goods being proposed must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.

**2.3 Delivery Location.** All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 8:00 a.m. to 11:45 a.m. and 1:00 p.m. to 4:45 p.m., Monday through Friday, unless otherwise authorized by the Purchasing Agent or designee.

**2.4 Delivery Schedule.** Delivery time may be an important consideration in the evaluation of best value. The maximum number of days necessary for delivery ARO shall be stated in the space, if provided, on the Proposal form.

**2.5 Delivery Charges.** All delivery and freight charges, F.O.B. destination shown on Orange County purchase order, as necessary to perform contract are to be included in the Proposal price.

**2.6 Installation Charges.** All charges for assembly, installation and set-up shall be included in the Proposal price. Unless otherwise stated, assembly, installation and set-up will be required.

**2.7 Operating Instructions and Training.** Clear and concise operating instructions and descriptive literature will be provided in English, if requested. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the request of Orange County. Instructions and training shall be at no additional cost to the County.

**2.8 Storage.** Proposer agrees to provide storage of custom ordered materials, if requested, for up to thirty (30) calendar days.

**2.9 Compliance with Federal, State, County, and Local Laws.** Proposals must comply with all federal, state, county and local laws, including, but not limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinances of Orange County or the State of Texas as they may apply, as these laws may now read, or as they may hereafter be changed or amended.

**2.10 OSHA.** The proposer will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful proposer will further certify that all items furnished under this project will conform and comply with federal and State of Texas OSHA standards. The successful proposer will agree to indemnify and hold harmless Orange County for any and all damages that may be assessed against the County.

**2.11 Patents and Copyrights.** The successful vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

**2.12 Samples, Demonstrations and Testing.** At Orange County's request and direction, proposer shall provide product samples and/or testing of items proposal to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following proposal award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations, and/or testing shall be at the expense of the proposer/vendor.

**2.13 Acceptability.** All articles enumerated in the proposal shall be subject to inspection by an officer designated for that purpose by Orange County. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

**2.14 Maintenance.** Maintenance required for equipment proposal should be available in Orange County by a manufacturer authorized maintenance facility. Cost for this service shall be shown on the proposal sheet as requested or on a separate sheet, as required. If Orange County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

**2.15 Material Safety Data Sheets.** Under the "Hazardous Communications Act," common known as the "Texas Right to Know Act," a proposer must provide the user department, with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the PROPOSER to furnish this documentation will be cause to reject any proposal applying thereto.

**2.16 Evaluation.** Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and performance of the items in the user environment. All proposals are subject to tabulation by the Orange County Purchasing

Department and recommendation to Orange County Commissioners' Court. Compliance with all proposal requirements and needs of the using department are considered in evaluating proposals. Pricing is not the only criteria for making a recommendation. The Orange County Purchasing Department reserves the right to contact any proposer, at any time, to clarify, verify or requirement information with regard to this proposal.

### **3. Purchase Orders and Payment**

**3.1 Purchase Orders.** A purchase order(s) shall be generated by the Orange County Purchasing Agent to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The County will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

**3.2 Invoices.** All invoices shall reference the Purchase Order number. Invoices shall reference a detailed description for each item invoiced. If an item purchased and itemized on the invoice does not correspond to an item in any of the categories awarded to the vendor, invoice shall reference the item as "N/C" to indicate that it is a non-contract item. This requirement is to assist the County in verifying contract pricing on all invoices. Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by seller and the purchasing department.

**3.3 Prompt Payment.** In accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S., payment will be made after receive and acceptance by the County of the merchandise ordered and of a valid invoice. Successful proposer(s) is required to pay subcontractors within ten (10) days after the successful proposer receives payment from the County.

**3.4 Funding.** Orange County is operated and funded on an October 1 to September 30 basis; accordingly, the County reserves the right to terminate, without liability to the County, any contract for which funding is not available.

### **4. Contract**

**4.1 Contract Definition.** The General Conditions of proposal and Terms of Contract, Specifications, Plans, Proposal Forms, Addenda, and any other documents made a part of this proposal shall constitute the complete proposal. This proposal, when duly accepted by Orange County, shall constitute a contract equally binding between the successful proposer and Orange County.

**4.2 Contract Agreement.** Once a contract is awarded, the unit prices offered by the successful proposer shall remain firm for the term of the contract. Contract shall commence on date of award.

**4.3 Change Order.** No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of Orange County. No change order will be binding unless signed by an authorized representative of the County and the vendor.

**4.4 Price Re-determination.** A price re-determination may be requested at the time of annual renewal. All requests for price re-determination shall be in written form. Cause for such request, i.e., 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., shall be substantiated in writing by the source of the cost increase. The proposer's past experience of honoring contracts at the proposal price will be an important consideration in the evaluation of the lowest and best proposal. Orange County reserves the right to accept or reject any/all requests for price re-determination as it deems to be in the best interest of the County.

**4.5 Termination.** Orange County reserves the right to terminate the contract for default if the proposer breached any of the terms therein, including warranties of proposer or if the proposer becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Orange County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any and all services required to Orange County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon sixty (60) days' written notice to either party unless otherwise specified. Orange County reserves the right to award canceled contract to the next lowest proposer. Proposer, in submitting this proposal,

agrees that Orange County shall not be liable to prosecution for damages in the event that the County declares the proposer in default.

**4.6 Conflict of Interest.** Employees of the County are not permitted to maintain financial interest in, or receive payment, directly or indirectly, borrow from, lend to, invest in, or engage in any substantial financial transaction with any individual, organization, supplier, or subcontractor who does business with the County without disclosure. When conflict of interest is discovered, it shall be grounds for termination of contract.

**4.7 Injuries or Damages Resulting from Negligence.** Successful vendor shall defend, indemnify and save harmless Orange County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful vendor shall pay any judgment with cost which may be obtained against Orange County growing out of such injury or damages.

**4.8 Interest by Public Officials.** No public official shall have interest in this contract, in accordance with Texas Local Government Code.

**4.9 Warranty.** Offerors shall furnish all data pertinent to warranties or guarantees which may apply to items in the proposal. Offerors may not limit or exclude any implied warranties. Offeror warrants that product sold to the County shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, Orange County may return the product for correction or replacement at the offeror's expense. If offeror fails to make the appropriate correction within a reasonable time, Orange County may correct at the offeror's expense.

**4.10 Uniform Commercial Code.** The successful vendor and Orange County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

**4.11 Venue.** This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the County of Orange, Texas.

**4.12 Sale, Assignment, or Transfer of Contract.** The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Orange County.

**4.13 Silence of Specifications.** The apparent silence of these specifications as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this state

### **Negotiations**

Negotiations may be conducted with responsible Contractors(s) who submit proposals that are reasonably susceptible of being selected. Contractors will be ranked in order of preference and contract negotiations will begin with the top ranked Contractor. Should negotiations with the highest ranked Contractor fail to yield a contract, or if the Contractor is unable to execute said contract, negotiations will be formally ended and then commence with the second highest ranked Contractor, etc. However, the County, may in its sole discretion, award a contract without interviews, based solely on information supplied in the proposal responses.

### **Term of Contract**

This contract will commence on the day of award by Commissioners' Court unless otherwise noted in the proposal or letter of award issued by the Orange County Purchasing Agent. The contract will then remain in effect for five (5) years from the date of award unless the contract is earlier terminated.

**OFFER AND ACCEPTANCE FORM**  
**RFP-21010– Inmate Phone Service and Related Inmate Services**  
**for Orange County Correctional Facility**

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To Orange County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Request for Proposal and any written exceptions in the offer. We understand that the items in this Request for Proposal, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this proposal, which will result in a binding contract if accepted by Orange County.

We acknowledge receipt of the following amendment(s): \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

**I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:**

For clarification of this offer, contact:

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Signature of Person Authorized to Sign

\_\_\_\_\_  
E-mail

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**Proposer Must Return Completed Form with Offer**

**VENDOR REFERENCES**  
**RFP-21010– Inmate Phone Service and Related Inmate Services**  
**for Orange County Correctional Facility**

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

**REFERENCE ONE**

Government/Company Name: \_\_\_\_\_

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

Contact Person and Title: \_\_\_\_\_

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

Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

**REFERENCE TWO**

Government/Company Name: \_\_\_\_\_

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

Contact Person and Title: \_\_\_\_\_

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

Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

**REFERENCE THREE**

Government/Company Name: \_\_\_\_\_

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

Contact Person and Title: \_\_\_\_\_

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

Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

**Proposer Must Return Completed Form with Offer**

## SPECIAL REQUIREMENTS/INSTRUCTIONS

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The following requirements and instructions supersede General Requirements where applicable.

### 1. **Submission of FORM 1295 – Texas Ethics Commission**

As of January 1, 2016, per House Bill 1295, the Texas Ethics Commission (TEC) requires **all awarded vendors** to complete a Certificate of Interested Parties (Form 1295) at the time of notification of award.

FORM 1295, Complete Instructions, and Login Instruction are available via the Texas Ethics Commission:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

**Awarded Vendors** must visit the TEC website link below, enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

At the time of award, the Orange County Purchasing Department will submit a request to the Awarded Vendor to both:

1. Submit Form 1295 online via the Texas Ethics Commission website link:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

2. Submit a printed copy of Form 1295, signed by an Authorized Agent of the awarded vendor and **notarized** to the Orange County Purchasing Department, 714 Polk Street, Orange, Texas, 77630.

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### 2. **Vendor Registration: System for Award Management (SAM)**

The Purchasing Department prior to procuring or entering into contract(s) for any goods/services will check the exclusion or debarment record of the vendor using the System for Award Management (SAM) and document by printing out the verification. The System for Award Management (SAM) is the Official U.S. Government System that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. A copy of the screen print indicating the vendor is not excluded or debarred at the time of the procurement will be included with the paperwork for that purchase and retained with the procurement records.

This policy **applies to the procurement of all good(s) or services(s) regardless of unit price or quantity. Vendor(s) will be verified before issuing any new purchase order, blanket purchase order, and contract or single time purchase. Vendor(s) will be verified prior to extending, renegotiating a follow-on contract, or entering into a new contract. Proposal respondents are highly encouraged to check their firm's SAM status prior to proposal submission.**

The Purchasing Department shall verify all vendors, utilizing the System for Award Management (SAM).

The Purchasing Department will:

1. Go to the EPLS Website (<https://SAM.Gov>).
2. The Purchasing Agent or their agent will search the EPLS system for the vendor.
3. If the vendor is found to be debarred, the vendor may not be used.
4. If the vendor is found not to be debarred, print the screen page and retain with the procurement documentation.

**Vendors may register at NO COST directly at the SAM website: <https://www.sam.gov>.**

## CONFLICT OF INTEREST QUESTIONNAIRE – FORM CIQ (BELOW)

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### For vendor doing business with local governmental entity Form CIQ

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](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 proposals, 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.



## CONFLICT OF INTEREST QUESTIONNAIRE – Form CIQ

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor doing business with local governmental entity		<b>FORM CIQ</b>
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>		<b>OFFICE USE ONLY</b>
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p>		<p>Date Received</p>
<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="margin-left: 40px;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p><b>3</b> Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center; margin-top: 20px;">_____ Name of Officer</p> <p>This section (item 3 including subparts A, B, C, &amp; D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 40px;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 40px;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <p style="margin-left: 40px;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>		
<p><b>4</b></p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"><div style="width: 45%; text-align: center;">_____ Signature of vendor doing business with the governmental entity</div><div style="width: 45%; text-align: center;">_____ Date</div></div>		

Adopted 8/7/2015

**Proposer Must Return Completed Form with Offer**

**LOCAL GOVERNMENT OFFICER  
CONFLICTS DISCLOSURE STATEMENT FORM CIS (BELOW)**

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**LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT- FORM CIS (BELOW)**

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A "local government officer" is defined as a member of the governing body of a local governmental entity; a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor.

This form is required to be filed with the records administrator of the local governmental entity **not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.**

A local government officer commits an offense if the officer knowingly violates Section 176.003, Local Government Code. An offense under this section is a misdemeanor. Refer to chapter 176 of the Local Government Code for detailed information regarding the requirement to file this form.

**INSTRUCTIONS FOR COMPLETING THIS FORM – FORM CIS (BELOW)**

*The following numbers correspond to the numbered boxes below.*

- 1. Name of Local Government Officer.** Enter the name of the local government officer filing this statement.
- 2. Office Held.** Enter the name of the office held by the local government officer filing this statement.
- 3. Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code.** Enter the name of the vendor described by Section 176.001(7), Local Government Code, if the vendor: a) has an 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), Local Government Code; b) has given to the local government officer or a family member of the officer one or more gifts as described by Section 176.003(a)(2)(B), Local Government Code; or c) has a family relationship with the local government officer as defined by Section 176.001(2-a), Local Government Code.
- 4. Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.** Describe the nature and extent of the employment or other business relationship the vendor has with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code, and each family relationship the vendor has with the local government officer as defined by Section 176.001(2-a), Local Government Code.
- 5. List gifts accepted, if the aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100.**

List gifts accepted during the 12-month period (described by Section 176.003(a)(2)(B), Local Government Code) by the local government officer or family member of the officer from the vendor named in item 3 that in the aggregate exceed \$100 in value.

- 6. Affidavit.** Signature of local government officer.

**Local Government Code § 176.001(2-a):** "Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code.

**Local Government Code § 176.003(a)(2)(A):**

(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.
-

**LOCAL GOVERNMENT OFFICER  
CONFLICTS DISCLOSURE STATEMENT – Form CIS (BELOW)**

<b>LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT</b>		<b>FORM CIS</b>
<small>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</small>		<b>OFFICE USE ONLY</b>  Date Received
<small>This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.</small>		
<b>1</b> Name of Local Government Officer		
<b>2</b> Office Held		
<b>3</b> Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code		
<b>4</b> Description of the nature and extent of employment or other business relationship with vendor named in item 3		
<b>5</b> List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).  Date Gift Accepted _____ Description of Gift _____  Date Gift Accepted _____ Description of Gift _____  Date Gift Accepted _____ Description of Gift _____  (attach additional forms as necessary)		
<b>6</b> <b>AFFIDAVIT</b>  <div style="text-align: right; margin-right: 100px;">I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.</div> <div style="text-align: right; margin-right: 100px; margin-top: 20px;">_____ Signature of Local Government Officer</div> <div style="margin-top: 20px;">AFFIX NOTARY STAMP / SEAL ABOVE</div> <div style="margin-top: 10px;">Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.</div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"><div>_____ Signature of officer administering oath</div><div>_____ Printed name of officer administering oath</div><div>_____ Title of officer administering oath</div></div>		

Adopted 8/7/2015

**Proposer Must Return Completed Form with Offer**

## **Contractor Acknowledgement of Stormwater Management Program**

I hereby acknowledge that I am aware of the stormwater management program and standard operating procedures developed by Orange County in compliance with the TPDES General Permit No. TXR040000. I agree to comply with all applicable best management practices and standard operating procedures while conducting my services for Orange County. I agree to conduct all services in a manner that does not introduce illicit discharges of pollutants to streets, stormwater inlets, drainage ditches or any portion of the drainage system. The following materials and/or pollutant sources must not be discharged to the drainage system as a result of any services provided:

1. Grass clippings, leaves, mulch, rocks, sand, dirt or other waste materials resulting from landscaping activities, (except those materials resulting from ditch mowing or maintenance activities)
2. Herbicides, pesticides and/or fertilizers, (except those intended for aquatic use)
3. Detergents, fuels, solvents, oils and/or lubricants, other equipment and/or vehicle fluids,
4. Other hazardous materials including paints, thinners, chemicals or related waste materials,
5. Uncontrolled dewatering discharges, equipment and/or vehicle wash waters,
6. Sanitary waste, trash, debris, or other waste products
7. Wastewater from wet saw machinery,
8. Other pollutants that degrade water quality or pose a threat to human health or the environment.

Furthermore, I agree to notify Orange County immediately of any issue caused by or identified by \_\_\_\_\_ that is believed to be an immediate threat to human health or the environment.

(Company/Contractor)

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**Bidder Shall Return Completed Form with Offer**

**ACCEPTANCE OF OFFER**  
**RFP-21010– Inmate Phone Service and Related Inmate Services**  
**for Orange County Correctional Facility**

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The Offer is hereby accepted for the following items:

**RFP-21010– Inmate Phone Service for Orange County Correctional Facility**

Contract Term: Five (5) years from the date of award unless the contract is earlier terminated.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Request for Proposal, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Orange County.

This contract shall henceforth be referred to as Contract No. RFP-21010, Term Contract for Inmate Phone Service for Orange County Correctional Facility. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Orange County Purchasing Agent.

**Countersigned:**

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John H. Gothia, County Judge

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Date

**Attest:**

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Orange County Clerk

## RESIDENCE CERTIFICATION/TAX FORM

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

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

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

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

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

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

\* This is the property amount identification number assigned by the Orange County Appraisal District.

\*\* For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

**Proposer Shall Return Completed Form with Offer**

## Good Faith Effort (GFE) Determination Checklist

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***This information must be submitted with your bid.***

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

☐ Yes ☐ No

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

### **Did the Prime Contractor/Consultant . . .**

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

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

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

---

Printed Name of Authorized Representative

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Signature

---

Title

---

Date

**Bidder Shall Return Completed Form with Offer**

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

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

☐ Yes ☐ No

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

---

Contractor Name: \_\_\_\_\_ HUB: p Yes p No

Address: \_\_\_\_\_  
Street City State Zip

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Project Title & No.: \_\_\_\_\_

Prime Contract Amount: \$ \_\_\_\_\_

---

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

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

Address: \_\_\_\_\_  
Street City State Zip

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

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\_\_\_\_\_  
Printed Name of Contractor Representative

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of HUB

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

\_\_\_\_\_  
Date

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

Pre-Approval for Subcontractor Substitutions must be obtained from the Orange County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-670-4170

**Bidder Shall Return Completed Form with Offer**



# Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 1 OF 4

***This information must be submitted with your bid.***

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

☐ Yes ☐ No

Prime Contractor: \_\_\_\_\_ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Project Title & No.: \_\_\_\_\_ IFB/RFP No.: \_\_\_\_\_

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

Construction HUB Goals: 12.8% MBE:: \_\_\_\_\_ % 12.6% WBE: \_\_\_\_\_ %

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

## FOR HUB OFFICE USE ONLY:

Verification date HUB Program Office reviewed and verified HUB Sub  
information

Date: \_\_\_\_\_ Initials: \_\_\_\_\_

## PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

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

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

**Bidder Shall Return Completed Form with Offer**

# Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 2 OF 4

## HUB SUBCONTRACTOR DISCLOSURE

**PART I: Continuation Sheet**

**(Duplicate as Needed)**

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

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

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

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

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

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

**Bidder Shall Return Completed Form with Offer**

# Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 3 OF 4

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

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

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

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

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

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

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

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

**Bidder Shall Return Completed Form with Offer**

# Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

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

Name (print or type): \_\_\_\_\_

Title: \_\_\_\_\_

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

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

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

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

Name (print or type): \_\_\_\_\_

Title: \_\_\_\_\_

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

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

**Bidder Shall Return Completed Form with Offer**

## **BID BOND - SAMPLE**

---

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, \_\_\_\_\_ as  
PRINCIPAL, and \_\_\_\_\_, as SURETY are held and firmly bound unto  
\_\_\_\_\_ hereinafter called the "Owner", in the penal sum  
of \_\_\_\_\_ Dollars, \$\_\_\_\_\_, lawful money of the  
United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors,  
administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the Accompanying Proposal,  
dated \_\_\_\_\_, for \_\_\_\_\_.

NOW, THEREFOR, if the Principal shall not withdraw said Proposal within the period specified therein after the opening of the  
same, or, if no period be specified, within thirty (30) days after the said opening, and shall within the period specified therefor,  
or if no period be specified, within ten (10) after the prescribed forms are presented to him for signature, enter into a written  
contract with the Owner in accordance with the Proposal as accepted, and give bond with good and sufficient surety or  
sureties, as may be required, for the faithful  
performance and proper fulfillment of such contract; or in the event of the withdrawal of said Proposal within the period  
specified, or the failure to enter into such Contract and give such bond within the time specified, if the Principal shall pay the  
Owner the difference between the amount specified in said Proposal and the amount for which the local Public Agency may  
procure the required work or supplies or both, if the latter be in excess of the former, then the above obligation shall be void  
and of no effect, otherwise to remain in full force and virtue.

Seals this \_\_\_\_\_ day of \_\_\_\_\_, the name and corporate seal of each  
corporate party being hereto affixed and these present signed by its undersigned representative, pursuant to authority of its  
governing body.

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

Affix  
Corporate  
Seal

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

Affix  
Corporate  
Seal

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

## **PAYMENT BOND - SAMPLE**

---

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor or Company)

\_\_\_\_\_  
(Address)

a \_\_\_\_\_, hereinafter called Principal,  
(Corporation / Partnership)

and \_\_\_\_\_  
(Name of Surety Company)

\_\_\_\_\_  
(Address)

Hereinafter called Surety, are held and firmly bound unto

\_\_\_\_\_  
(Name of Recipient)

\_\_\_\_\_  
(Recipient's Address)

Hereinafter called OWNER, in the penal sum of \$ \_\_\_\_\_

Dollars, \$ \_\_\_\_\_ in lawful money of the United States, for this payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONFIDENTIALITY OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

\_\_\_\_\_  
(Project Name)

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUB-CONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUB-CONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

## **PERFORMANCE BOND - SAMPLE**

---

KNOW ALL MEN BY THESE PRESENTS: that

---

(Name of Contractor or Company)

---

(Address)

A \_\_\_\_\_ hereinafter called Principal, and

---

(Name of Surety Company)

---

(Address)

Hereinafter called Surety, are held and firmly bound unto

---

(Name of Recipient)

---

(Recipient's Address)

Hereinafter called OWNER, in the penal sum of \$\_\_\_\_\_ Dollars (\$\_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, successors, and assigns, jointly and severally, firmly in these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER dated the\_\_\_\_\_ day of \_\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

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---

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NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties in all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

## **RFP-21010– Inmate Phone Service and Related Inmate Services for Orange County Correctional Facility**

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### **Introduction to Offerors**

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

The following items are provided as general information and specifications as required by Orange County.

### **Vendor Instructions**

**Read the document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you have a clear understanding of the proposal.** General Requirements apply to all advertised requests for proposals; however, these may be superseded, whole or in part, by the **Scope of Services, Guidelines and Specifications, Requested Responses and Information, or other data contained herein.** Be sure your proposal package is complete.

### **Term of Contract**

This contract will commence on the day of award by Commissioners' Court unless otherwise noted in the proposal or letter of award issued by the Orange County Purchasing Agent. The contract will then remain in effect for five (5) years from the date of award unless the contract is earlier terminated.

### **CONTRACT REVIEW**

Orange County shall, within 30 days of execution of an agreement, set dates through the scheduled contract termination date for quarterly review meetings between the Sheriff's Office and the Service Provider personnel for the evaluation and amendment, if necessary, of the Agreement.

The Sheriff's Office and the Service Provider shall, within 30 days of execution of an agreement, formulate a monthly report form that will establish the basis for the quarterly review sessions.

### **TERMINATION OF CONTRACT**

- A. Termination for Cause: Orange County may terminate the contract at any time that the Contractor fails to carry out its provisions or to make substantial progress under the terms specified in the contract.
  - 1) Orange County shall provide the Contractor with sixty- (60) days written notice of conditions endangering performance. If after sixty (60) days written notice the Contractor fails to remedy the condition contained in the notice, Orange County shall issue an order to stop work immediately.
- B. Unilateral Right to Terminate: Either party upon receipt of not less than ninety (90) days written notice, may terminate the contract on an agreed date prior to the end of the contract period without penalty to either party.



## **Economy of Presentation**

Proposals shall not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFP. Proposals must address the technical requirements as specified in the RFP. All questions posed by the RFP must be answered concisely and clearly. Proposals that do not address each criterion may be rejected and not considered.

## **Proposal Obligation**

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

## **Incorporation by Reference and Precedence**

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

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

## **Implied Requirements**

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

## **Compliance with RFP Specifications**

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

## **Contractual Development**

The contents of the RFP and the selected proposal will become an integral part of the contract, but may be modified by provisions of the contract as negotiated. Therefore, the Offeror must be amenable to inclusion in a contract of any information provided (in writing) either in response to this RFP or subsequently during the selection process.

## **Response Format**

### **Introduction**

Each proposal submitted in response to this RFP must be organized to correspond with those numbered sections of this RFP that require a response. Failure to arrange the proposal as requested may result in the disqualification of the proposal. Conciseness and clarity of content

are emphasized and encouraged. Vague and general proposals will be considered non-responsive, and will result in disqualification. The response must be complete. Failure to provide the required information may result in the disqualification of the proposal. All pages of the proposal must be numbered and the proposal must contain an organized, paginated table of contents corresponding to the sections and pages of the proposal.

### **Organization of Proposal Contents**

Each proposal must be organized in the manner described below.

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

### **Transmittal Letter**

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

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

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

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

### **Executive Summary**

The Offeror must provide an executive summary of its proposal that asserts that the Offeror is providing in its response all of the requirements of this RFP. The executive summary must not exceed three (3) pages, and must represent a full and concise summary of the contents of the proposal. The executive summary must not include any information concerning the cost of the proposal. The Offeror must identify any services that are provided beyond those specifically requested. If the Offeror is providing services that do not meet the specific requirements of this

RFP, but in the opinion of the Offeror are equivalent or superior to those specifically requested, any such differences must be noted in the executive summary. However, the Offeror must realize that failure to provide the services specifically required may result in disqualification of the proposal.

### **Table Of Contents**

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

### **Offeror Identifying Information**

Offerors must provide the following identifying information:

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

### **Conflict of Interest**

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

Each Offeror must reveal any past or existing relationship between the Offeror, its principal, employees, or any affiliate or subcontractor, with any county agency, entity, county employee, or other person in anyway involved in the county's procurement and/or contracting processes.

It shall be the sole prerogative of the County to determine if such relationship constitutes a conflict of interest.

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

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

**Proposal Submittal**

**The Proposal is due *no later than 3:00 PM, CST, Tuesday, August 17, 2021*, and shall include the following:**

- Cover sheet identifying the contract/project being proposed, the name and address of Offeror, the date of the proposal, and the telephone and facsimile numbers of Offeror.
- An acknowledgment and/or response to each section of the proposal.
- Form of business (e.g., corporation, sole proprietorship, partnership); if corporation the date and state of incorporation.
- Identification of three (3) entities for which the Offeror is providing or has provided telephone services of the type requested, including the name, position, and telephone number of a contact person at each entity.
- Identification of all legal claims, demands, contracts terminated or lawsuits filed, threatened, or pending against the Offeror and/or its principal/officers for the last three (3) years, as well as identification of any administrative actions or warnings taken or issued by any federal, state, or local governmental agency to Offeror and/or its principals/officers with regard to the provision of the same or similar service as covered by this RFP, or the payment of moneys under the terms of any agreement(s) relating to such services.
- Sample contract with compensation sections blank.
- One (1) original and five (5) copies of the proposal should be mailed to delivered to:

Orange County Purchasing Department  
714 Polk Street  
Orange, TX 77630

- Explanations, exceptions, comments, etc., pertaining to the specific sections of the specifications. All comments shall be listed and numbered in order of the respective article of the specification.

## **RFP-21010– Inmate Phone Service and Related Inmate Services for Orange County Correctional Facility**

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### **Scope of Services**

#### **Objective**

Orange County is requesting proposals from all qualified vendors with the capability of to install, operate, maintain, and service an integrated, networked, and managed Inmate Telephone Services System and Related Inmate Services for the Orange County Correctional Facility.

The purpose of this RFP is to ensure a fully operational, secure, and reliable inmate telephone system designed to improve the management and control of inmate telephone usage in facilities operated by the Orange County Sheriff's Office. The objectives of this RFP are to ensure that:

- Inmate telephone usage is appropriately restricted, controlled, and provided at a reasonable cost;
- Recording and monitoring systems are in place that provide for reliable investigation of inmate calls;
- Staff time required to administer the system is kept to a minimum;
- Phone company accountability is increased; and
- Commission revenue to Orange County is maximized.

The offeror must provide the ability to allow inmates to place commissary orders by use of the inmate telephone system. This system may also provide features that would assist in logging inmate mail and inmate visitation (preferred). This system must be integrated with an overall commissary ordering, inmate funds accounting system and inmate telephone system.

The offeror must provide an inmate accounting system that allows the inmate caller to make debit charges to his commissary account to pay for phone calls to family and friends and/or inmate commissary orders.

The offeror must provide the ability to issue debit cards and/or checks to inmates upon release which contain the balance of the inmate's commissary account. This system shall be integrated with the overall commissary ordering, inmate funds accounting system to insure accurate return of inmate funds.

The offeror must provide a minimum of two walk-up ATM-style self-service kiosks to be located at the Orange County Correctional Facility (one in the visitation lobby and one at booking) and through an integrated system allow funds to be accurately deposited into inmate accounts.

The offeror must provide Visitation telephone hardware and associated software including installation, training and support and maintenance of the system.

All systems shall be designed in such a way to allow for officers to monitor (through an automatic recording system. In addition, real time monitoring is preferred but not mandatory) inmate telephone calls, commissary orders, visitation telephone systems and current commissary fund amounts.

**Orange County is seeking a single prime contractor with end-to-end responsibility for a turnkey inmate telephone system and services.** Subcontractor relationships shall be permitted, however, the prime contractor shall be responsible for the entire operation of the inmate telephone system. The proposer shall verify the completeness of all service components and ensure that any and all equipment, materials and services required for installation, operation, or maintenance will be provided by proposer without claim for payment or reduction in commission level. **Orange County shall bear no responsibility for any costs associated with the system.**

## **Facilities**

Proposals are requested for provision of local intra/interLATA service for the inmate telephone system at the Orange County Correctional Facility.

### **■ Orange County Correctional Facility**

205 South Border Street  
Orange, TX 77630

The Orange County Correctional Facility is responsible for a correctional average daily population of approximately 170 inmates. The facility has the capability to house up to 326 inmates. The inmate population consists of pre-trial felons and misdemeanants, misdemeanants sentenced for a period not to exceed two years, and those felons sentenced to the County for a period of not to exceed two years. The facility currently utilizes approximately (44) inmate telephones including 3 roll around phones which are utilized in the isolation cell areas which do not contain phones. The inmate is required to enter a unique Telephone Identification number (TID) to operate the phone system. The facility currently *does not* utilize calling cards, but does allow the cost of calls to be debited through the inmate's commissary account or a prepaid account set up by family/friends.

In addition, the Orange County Correctional Facility uses 56 additional phone sets to manage inmate visitation. The phones do not make phone calls outside the facility. There are 28 visitation stations each has two handsets, one for the inmate and one for the visitor. The inmate is required to enter a unique Telephone Identification number (TID) to operate the visitation system as well. The visitation phone system records conversations between the inmate and visitor.

## **Guidelines and Specifications**

### **General**

Proposer shall meet all Orange County requirements for inmate telephones as outlined in this RFP and as required to applicable law and regulations.

- A. The selected vendor shall be capable of handling all local and long distance services originating from inmate telephones.
- B. The selected vendor shall pay any and all costs to terminate the currently existing interLATA long distance telephone service being provided to County inmate telephones, and to put awarded vendor's system in place.
- C. The selected vendor must comply with all state and federal laws and regulatory requirements.
- D. The selected vendor must be prepared to install the inmate telephones.

## **Rate Structure, Commissions, and Bonuses**

- A. Under no circumstances shall any charges or surcharges over and above those defined in this RFP be added to customer billings by the awarded vendor or the awarded vendor's subcontractor with relation to calls originating from inmate telephones.
- B. The proposer must specifically set out the commission rate it proposes to pay to the County in consideration of being selected and awarded this contract. The awarded vendor will state a percentage of **gross billable revenue** to be paid to Orange County each month.

**Gross billable revenue** means 100% of the charges of the awarded vendor for the inmate calls, without deduction for line charges, repair charges, discounts, or uncollectibles. Thus, the commission must be paid on 100% of the gross charge for each call, including calls for which the vendor is unable to collect payment from the customer. No offsets, reductions, allocations of loss or expenses, or other reductions of the amount to which the commission rate is applied shall be allowed.

- C. The County shall receive monthly payment of all commissions no later than the last day of the month following the month in which the commissions were earned. If the commission check fails to reach the County by the above-specified date, the awarded vendor will pay the County the going interest rate each month for delinquent commissions owed the County.

The commission shall be paid on a monthly basis by check.

Checks will be payable to Orange County Jail Commissary, Texas, and delivered to P. O. Box 1468 Orange, TX 77631. Reductions from commissions for refunds or discounts paid by the carrier for previous or current billings shall not be allowed.

**Commission payments** shall be accompanied by an Inmate Telephone Commission and Summary report, which shall include **at a minimum** the following information:

- Date of report;
- Time period covered, including number of days; and
- Originating station (ANI/trunk).

**By call category** (for each ANI/trunk): local, intralata/interstate, interstate, and international:

- Total number of calls;
- Total number of minutes
- Total gross billables.

- D. The proposer will provide the company's policy on commissions. Include when commissions are paid and the time period covered in the billing statement. For example, state the date that Orange County will receive a commission payment for calls placed August 1 through August 31.



- E. Failure to pay Orange County accurate commissions based on gross billables, on a regular, monthly basis, shall be grounds for Orange County to cancel, without penalty, any agreement executed as a result of this RFP.
- F. The awarded vendor shall provide the same clarity and quality comparable to that of primary carriers.
- G. All calls – local, intralata, interlata-interstate, and interstate calls – shall not exceed the SBC tariff for local and intralata calls, and the AT&T tariff for interlata calls. If inmate rate caps are imposed by the Texas Public Utility Commission, rates shall be capped accordingly during the life of the contract. Applicable rates shall take into account time of day, day of week, and holiday discounts as offered by the predominant carrier, if applicable.
- H. A copy of current rates shall be on file with Orange County at all times, and Orange County shall be notified in writing of any proposed increases or decreases in the tariff prior to any change.
- I. Any change in tariff (increase or decrease) not approved by Orange County in advance of the change may be grounds for termination.

## **Requested Responses and Information**

### **1. Compensation, Rates/Cost to End Customer, and Payment Procedures**

- 1.1 The term “you” or “your” is used herein to refer to the proposer.
- 1.2 Identify a contact and an alternate whom you designate as the person(s) to be contacted with regard to this RFP on your behalf.
- 1.3 State the percentage of gross billable revenue you offer Orange County as commission.
- 1.4 State whether you acknowledge and understand that the commission is to be paid on 100% of the gross billable charges for each call, including calls for which payment cannot be collected from the customer.
- 1.5 State the rates and charges that could be charged by your company for each of the following calls from an Orange County inmate telephone:

1.5.1 A local call.

1.5.2	<b>Length of call</b>	<b>Number called from</b>	<b>Number called</b>	<b>Time</b>	<b>Date</b>
	15 minutes	409-670	817-626	9:00 am	Weekday
	15 minutes	409-670	817-626	7:00 pm	Weekday
	15 minutes	409-670	817-626	11:00 pm	Weekday
	15 minutes	409-670	817-626	5:00 pm	Sunday

1.5.3	<b>Length of call</b>	<b>Number called from</b>	<b>Number called</b>	<b>Time</b>	<b>Date</b>
	15 minutes	409-670	314-751	9:00 am	Weekday
	15 minutes	409-670	314-751	7:00 pm	Weekday
	15 minutes	409-670	314-751	11:00 pm	Weekday

	15 minutes	409-670	314-751	5:00 pm	Sunday
1.5.4	<b>Length of call</b>	<b>Number called from</b>	<b>Number called</b>	<b>Time</b>	<b>Date</b>
	15 minutes	409-670	713-778	9:00 am	Weekday
	15 minutes	409-670	713-778	7:00 pm	Weekday
	15 minutes	409-670	713-778	11:00 pm	Weekday
	15 minutes	409-670	713-778	5:00 pm	Sunday

- 1.6 State whether you acknowledge and understand that commissions must be paid on a monthly basis by check for Inmate telephones at the Orange County Correctional Facility.

Checks will be payable to Orange County Jail Commissary, and delivered to P.O. Box 1468 Orange, TX 77631.

- 1.7 Identify the payment procedures you propose, and the estimated number of days that would pass between the end of the month in which the commissions are earned and the County's receipt of the payment of those commissions under this procedure.
- 1.8 State whether you acknowledge and understand the County's right to review and/or audit commission computations and the computation recording of gross billable revenues.
- 1.9 State whether you acknowledge and understand the County desires that the selected vendor provide monthly summary reports showing the revenue by telephone number from the County's inmate telephones. If requested, supporting records of each call by originating telephone number, destination telephone number, date and time call initiated and terminated, duration of call, and call charges must be provided within 48 hours of request. Provide examples of proposed reports and documentation with your proposal.

## **2. Minimum Technical Specifications/Requirements**

- 2.1 Describe (including make and model) all on-premise equipment that the vendor proposes to provide to the County, at no cost to the County, to furnish controls on local and intra/interLATA calls from inmate phones. Identify the physical size and dimensions of any equipment proposed to be installed on premises.
- 2.2 The County specifies that the selected vendor must provide features that allow the jail to block identified telephone numbers, call timing, and three-way call blocking, at no cost or charge to the County. The proposer must explain in detail how it intends to provide such features, and should be prepared to demonstrate such features if requested to do so. The proposer also should identify any other features it proposes to provide without cost or charge to the County for the control and administration of inmate phones.
- 2.3 Explain how the proposed system can prevent three-way calling, and identify locations where the proposer currently has such technology in use with regard to inmate calling.
- 2.4 The successful vendor must provide a toll-free number that will be answered 24 hours a day, 365 days a year, for service calls. Orange County shall have 24/7 service and dispatch coverage via a pager or 800 number. Dispatch response shall be within four (4) hours of the time trouble ticket is entered. Orange County shall be kept informed of trouble ticket resolution via e-mail every six (6) hours. An escalation process shall be employed after no response or after 24 hours.

- 2.5 Proposer shall provide eight (8) hours of staff training prior to cutover on the use of all equipment, its functionality, and the options available to the facility. Proposer shall also provide ongoing training at the request of Orange County or when new software is added. Specify how staff and inmates are instructed on the use of the telephone system and the amount of staff training provided.
- 2.6 All inmate telephones must provide dialing instruction cards with the information as required by the FCC. The dialing instruction cards for the inmate telephones must be in English and Spanish.
- 2.7 The inmate telephones must allow debit, pre-paid or collect, outgoing calls. No third-party numbers or credit card calls will be allowed.
- 2.8 Describe how calls will be processed for collect, station-to-station calls in a step-by-step manner in a centralized inmate telephone system.
- 2.9 Describe how you will provide international calling from the inmate telephones.
- 2.10 The County requests the capability to self-manage the inmate system. This will include blocking calls and pulling reports when necessary.
- 2.11 **All equipment shall be new and completely operational at cutover. All equipment shall comply with Part 68 FCC rules and meet or exceed all applicable codes and standards for installation and service. All systems provided shall meet ADA standards. Offerors shall provide one (1) telephone with TDD capability for each location.**
- 2.12 The inmate telephone system shall provide full channel recording and monitoring of inmate calls. The system shall allow multiple users to listen to the same conversation from multiple locations. It shall store call records on the hard drive for the duration of the contract. The system shall include call storage on CD media. The system should feature, at a minimum, searches by origination number, destination number, personal identifier (if applicable), date/time parameters, and channel. The equipment being proposed shall be synchronized with the call processing equipment to ensure that call recording times mimic call start time on call detail reports. All call data will be made available to the county at the end of the contract on electronic media. This recording ability shall also include visitation phones.
- 2.13 All telephone instruments shall be line powered. UPS back-up of one (1) hour shall be required.

### **3. Installation and Implementation Requirements**

#### **General Information**

- 3.1 The Contractor is responsible for installation, replacement, and repair costs of all equipment due to any reason including, but not limited to, vandalism, normal wear and tear, and new installation requests, etc.
  - 3.1.1 The Contractor shall identify the location of the nearest permanently assigned service technician responsible for both inmate telephone system and coin telephone repairs.
  - 3.1.2 The Contractor shall explain how repair calls are routed and tracked and the maximum response time involved in each repair/service.

- 3.2 The Contractor shall obtain permission in writing from the County before proceeding with any work that requires cutting into or through walls, girders, beams, concrete or tile floors, partitions or ceilings, or any work that may impair fireproofing or moisture proofing, or potentially cause any structural damage.
- 3.3 The Contractor shall assume responsibility for the installation of equipment in accordance with the specifications contained in the manufacturer's installation instructions.
- 3.4 The Contractor shall agree that in the event of a problem or question of continuity arising during installation of the proposed system, provisions shall be made by the Contractor for joint testing of the system by the Contractor and the County.
- 3.5 The Contractor shall install additional telephones as required by the County.
  - 3.5.1 This shall include expansion to existing and new facilities under construction or to be constructed during the life of the contract.
  - 3.5.2 Any additional telephones installed shall be at no cost to the County.
- 3.6 Installation of all telephone and related equipment shall be accomplished by the Contractor or his/her subcontractors during normal business hours at each facility or as directed by the County.
- 3.7 The Contractor **shall coordinate with the current IPTS Contractor** (if appropriate) and with the County prior to the effective date of the contract to assure little or no interruption of the telephone service.
  - 3.7.1 The Contractor shall provide the County with a daily work schedule and plan of work for removal of instruments and housings and the amount of time estimated to perform this task.

#### **4. Implementation Plan**

- 4.2.1 **The Contractor shall provide an implementation plan subject to acceptance by the County within ten (10) days of notice of award.** The implementation plan will be comprehensive in identifying roles and responsibilities, hardware and software requirements, and timelines for implementation. The implementation plan will include fully defined network impacts and requirements statement.
- 4.2.2 The Contractor shall provide an installation team that includes a Project Manager who will be available during all phases of the installation and will be responsible for inspecting all areas before work starts and reporting any pre-existing conditions or damage to the County.
- 4.2.3 All members of the installation team (including subcontractors) must have security clearance by the Orange County Sheriff's Department prior to entering the facilities. Clearance will normally take three (3) days to complete, and will consist of the following:
  - 4.2.3.1 Contractor shall furnish name, race, sex, date of birth, social security number, and recent addresses of all proposed employees who will require admittance to the County facilities.
  - 4.2.3.2 Orange County shall conduct an arrest warrant search to detect any outstanding warrants or recent violent or drug-related crimes or history of such.

- 4.2.4 The Contractor shall provide an implementation plan to the County within ten (10) days after award of the contract.
- 4.4.1 **The Contractor, after approval of the implementation plan, shall complete the installation within thirty (30) days of notification to proceed.**
- 4.4.2 The implementation plan shall include a complete schedule of events in narrative and critical path/chart form.
- 4.4.3 The schedule shall include, but is not limited to, all of the following:
- Delivery of equipment to the site;
  - Site preparation;
  - Site inspection;
  - Cabling installation;
  - Equipment installation;
  - Software installation;
  - System testing;
  - Training;
  - Cutover;
  - Acceptance testing;
  - System on-line for customer use; and
  - System acceptance date.

## **5. Installation and Cabling Requirements**

- 5.1 The Contractor shall obtain written permission from the County before proceeding with any work that requires altering its physical plant. This shall include, but will not be limited to, cutting, drilling, or modifying the facility in any manner.
- 5.2 **Orange County owns the existing cabling to the current telephone system.** The Contractor may utilize this cabling if compatible with the system being installed.
- 5.2.1 If additional cabling is required in the installation process, Contractor shall pay all costs, including labor, to install and purchase new cable.
- 5.2.2 All cable shall be marked clearly and legibly at both ends, including defective pairs, and must meet all current standards.
- 5.2.3 **At no additional cost to the County**, all phone system wiring distribution shall become the property of the Orange County Jail at the conclusion of the contract arrangement.

- 5.2.4 A written statement from the Contractor shall be provided, confirming all circuits have been properly tested and all cables, pairs, blocks, terminals, etc., have been legibly marked.
- 5.2.5 The Contractor must coordinate with the local telephone company for the installation of telephones lines to the telephone units provided.
- 5.2.6 All expenses involved with the installation, monthly usage, and maintenance of the contractor-installed telephone lines shall be borne solely by the Contractor.
- 5.2.7 Existing lines may be reused (and is encouraged), as long as the Contractor transfers the account responsibility to its firm.

## **6. Clean-up and Removal of Debris**

- 6.1 The Contractor shall clean up and remove all debris and packaging material resulting from the work as required by the County. Upon completion of the installation, the premises shall be left in order and ready for immediate use.
- 6.2 The Contractor shall restore to optimal condition any damage to County property caused by maintenance or installation personnel, including but not limited to, walls, ceilings, and floors.

## **7. Service and Maintenance Requirements**

### **Information**

- 7.1 The Contractor shall provide both on-site and remote monitoring and diagnostic service to the County, twenty-four (24) hours a day, seven (7) days a week.
- 7.2 The Contractor shall provide its own or subscribe to the **Local Exchange Carrier Line Information Database** screening service.
- 7.3 The Contractor shall provide all necessary labor, parts, materials, and transportation to maintain all inmate pay telephones in good working order and in compliance with the equipment manufacturer's specifications throughout the life of the contract. **No charge** shall be made to the County for maintenance of the system.
- 7.4 The Contractor shall provide telephone equipment personnel who are fully trained, manufacturer certified, and/or qualified on the equipment and software to be serviced.
  - 7.4.1 Maintenance personnel supporting the proposed equipment, service, and/or software shall have at least six (6) months' experience servicing the equipment, services, and/or software included in the Contractor's proposal.
  - 7.4.2 Contractor shall identify the location of the nearest permanently assigned service technician responsible for both inmate telephone repairs.
  - 7.4.3 Contractor shall explain how repair calls are routed and tracked and the maximum response time involved in each repair/service.

- 7.5 The Contractor shall maintain all inside cable related to the telephone system, whether reused or newly installed. At the end of the contract period, all cable, including reused or newly installed, shall become the property of the County.
- 7.6 The Contractor shall provide a single point of contact for handling inmate and public complaints and inquiries. This single point of contact shall provide a toll-free line for the County and public to inquire about billing, call blocks, etc.

## **8. Maintenance Response Time**

- 8.2.1 Contractor's maintenance personnel shall respond and resolve normal repair requests within four (4) hours from the time of notification and, if necessary, be on-site within those four (4) hours, Monday through Friday, from the hours of 8:00 am to 5:00 pm CT.
- 6.2.2 For normal requests on weekends (from 5:00 pm CT Friday to 8:00 am CT Monday) and County holidays, the Contractor shall isolate and correct any problems within twelve (12) hours.
  - 8.2.2.1 In the event that maintenance personnel have responded and the problem cannot be solved within the twelve (12) hours period, the Contractor must contact the County or his/her designee, and propose a plan to correct the problem.
  - 8.2.2.2 The proposed solution must meet with the satisfaction and agreement of the County.
- 862.3 A complete and currently updated list of contractor's/subcontractor's managers, administrators, technicians, etc., must be provided to the County.
  - 8.2.3.1 This shall include a complete and currently updated list of business and cellular phone contact numbers.
  - 8.2.3.2 The Contractor's management home and emergency phone numbers must also be furnished.
- 8.2.4 For this contract, a "response" shall be identified as an on-site visit by a qualified technician certified on the installed equipment, or the resolution of the problem.

## **9. Contractor Responsibilities**

- 9.3.1 Contractor is responsible for coordinating with local exchange carriers (LECs); installation of all power lines and electrical hookups; installation of equipment; operation and maintenance of equipment; removal and all charges and fees associated with providing the telephone system. This includes, but is not limited to, all access lines, monthly line charges, message units, and all other communication costs.
- 9.3.2 All costs associated with upgrading equipment to meet applicable state tariff, federal tariff, and state utility commission requirements shall be paid by the Contractor.
- 9.3.3 Contractor shall pay all costs associated with upgrading and providing new equipment as new service technology is introduced into the industry.

- 9.3.4 Contractor shall be FCC registered and approved or exempt, and meet the state utility commission's minimum requirements.
- 9.3.5 All changes in present or future telephone services must be coordinated with the County to ensure that there will be no negative impact to the installation and that associated cable requirements will not be adversely affected. All operational maintenance will be coordinated with the County, but will be provided by the Contractor.
- 9.3.6 Contractor shall provide detailed information on how collections will be made in areas where local phone carriers **will not sign billing agreements**.

## **10. Voluntary Additional Services**

- 10.4.1 Describe in detail any additional services, equipment, or options that are included as part of your proposal. Any additional services or equipment offered will be included in the evaluation process and included in the final contract for services with the Contractor.
- 10.4.2 An example of value added service and equipment would be biometric technology to identify and analyze inmate voices; thus giving County investigators the capability to quickly perform accurate call investigations. **Proposers: If including biometric technology in your proposals, be sure to include pricing in your proposal with and without this feature.**
- 10.4.3 Another example of value added service and equipment would be an automated telephone system that repeatedly notifies defendants of pending court appearances, times, and dates.
- 10.4.4 While the primary commission is an important component of the offer, these value added incentives that may provide non-financial resources to the department are encouraged and are equally important to the County.

## **Objective**

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

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

## **Offeror Experience**

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

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

The Offeror must describe in detail the current and historical experience the Offeror and its subcontractors have that would be relevant to completing the project. The Offeror must provide



descriptions and references for all engagements of comparable complexity and sensitivity to the requirements of this RFP that have been conducted within the past five (5) years. References must contain the name of key contacts and a telephone number.

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

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

### **Offeror Personnel and Organization**

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

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

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

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

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

## **Proposal Evaluation and Selection Process**

### **Introduction**

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

### **Cost Proposal**

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

### **Proposal Evaluation and Selection**

Prior to the receipt of proposals, the County will establish an Evaluation Committee.

### **Evaluation Criteria and Factors**

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

- 40% Commissions and minimum annual guarantee.
- 15% Product pricing, quality, and choices.
- 15% Information technology integrated solutions.
- 15% Qualification, experience, and timely customer service/ability to meet special need of Orange County.
- 15% Project management.

The Evaluation Committee shall then independently score all remaining proposals based upon the evaluation factors detailed herein. Upon completion of the scoring, the Committee may recommend short-listing the proposals that are rated the highest.

The detailed evaluation that follows the initial examination may result in more than one finalist. At this point, the Evaluation Committee may request oral presentations from qualified Offerors, carry out contract negotiations for the purpose of obtaining best and final offers, and conduct detailed reference checks on the short listed proposers.

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

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

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

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

Orange County reserves the right to contact any and all references to obtain, without limitation, information regarding the proposer's performance on current and on previous projects. A uniform sample of references will be checked for each short-listed proposer.

Orange County reserves the right to request clarifications or corrections to proposals, or to issue such clarifications, modifications, and/or amendments as it may deem appropriate.

The Orange County Purchasing Agent reserves the right to waive minor irregularities in proposals, provided that such action is in the best interest of Orange County. Any such waiver shall not modify any remaining RFP requirements or excuse the proposer from full compliance with the RFP specifications and other contract requirements if the proposer is awarded the contract.

#### **Rejection of Proposals**

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

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

#### **Acceptance of Proposals**

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

#### **Request for Clarification of Proposals**

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

#### **Validity of Proposals**

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

**RFP-21010 – INMATE PHONE SERVICE AND RELATED INMATE SERVICES**

**FOR ORANGE COUNTY CORRECTIONAL FACILITY**

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**SUPPLEMENTAL REQUEST**

The Orange County Correctional Facility currently operates an in house inmate commissary system. If any proposed vendor operates a commissary service, either through its own management or through a partnership with another vendor, the facility would like the proposed vendor to provide a supplemental proposal on providing that service.

The facility is asking only for proposals. Should a potential vendor not provide commissary services, the facility will review the RFP for the inmate telephone system without commissary services.

The commissary service should integrate fully with the proposed inmate telephone system.

The proposal should include the following:

1. How the commissary system integrates with the proposed inmate telephone system.

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2. The items available for inmate purchase through the commissary.

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3. The off-site commissary packaging procedure/delivery to facility.

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4. Indigent inmate procedure for providing correspondence/personal hygiene items.

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5. How refunds and missing items are processed.

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6. The procedure which refund checks are processed when an inmate is sent to another facility or how debit cards are issued when the inmate leaves the facility.

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7. A procedure for allowing an inmate to order commissary items tow times per week with a maximum order of \$80.00 per week.

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8. A procedure for debiting an inmate's account for medical expenses, etc.

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**PROPOSER MUST RETURN THIS PAGE WITH PROPOSAL**

9. Rate of compensation for facility.

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**PROPOSER MUST RETURN THIS PAGE WITH PROPOSAL**

**RFP-21010– Inmate Phone Service and Related Inmate Services  
for Orange County Correctional Facility**

**Proposal Price Schedule**

**Gross Revenues**

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

**MONTHLY PERCENTAGE OFFERED: \_\_\_\_\_%**

**Guaranteed Annual Minimum Commission**

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

**DOLLAR AMOUNT OFFERED: \$\_\_\_\_\_ PER YEAR**

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**Contract Period and Option to Extend**

The County intends to enter into a contract agreement with the successful proposer for a period not to exceed five (5) years. The monthly commission percentage and minimum annual dollar amount provided shall be paid as agreed during the contract period, and includes all costs of labor, materials, equipment and supplies as requested herein. All pricing must remain firm for the full five (5) year period (60 consecutive months) of the contract.

**DO YOU CONCUR?     \_\_\_\_\_Yes     \_\_\_\_\_No**

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**Supplemental**

**Rate of compensation for facility.**

**DOLLAR AMOUNT OFFERED: \$\_\_\_\_\_ PER \_\_\_\_\_**

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**PROPOSER MUST RETURN THIS PAGE WITH PROPOSAL**