



**DALLAS COUNTY  
RFP NO. 2019-064-6828**

**REQUEST FOR PROPOSAL FOR  
INMATE PHONE, VIDEO VISITATION SERVICE and INMATE MULTI-  
FUNCTION KIOSK PROVIDER**

**PROPOSALS DUE:**

**Date:**

**October 14, 2019 @ 2:00pm**

**Dallas County Purchasing Department  
900 Jackson St. Suite 680  
Dallas, Texas 75202**

**PRE-PROPOSAL CONFERENCE:**

**Dates:**

**Mandatory**

**September 4, 2019 @10:00am**

**September 11, 2019 @ 10:00am**

**Location: Founders Square  
900 Jackson St. Belo Room  
Dallas, Texas 75202**

## NOTICE TO ALL BIDDERS:

- All questions regarding this RFP are to be submitted, in writing, to Charles Price, via e-mail @ [charles.price@dallascounty.org](mailto:charles.price@dallascounty.org) .
- All questions, comments and requests for clarification must reference the RFP number on all correspondence to Dallas County. Any oral communications shall be considered unofficial and non-binding.
- Only written responses to written communication shall be considered official and binding upon the County. The County reserves the right, at its sole discretion, to determine appropriate and adequate responses to the written comments, questions, and requests for clarification.
- All addenda and/or any other correspondence (general information, question and responses) to this RFP will be made available exclusively through the Dallas County website for retrieval. Vendors are solely responsible for checking this website for updates to this RFP. Addendums to this RFP can be located at the following web address: <http://www.dallascounty.org/departments/purchasing/currentbids.html> (go to the appropriate solicitation number, click on the appropriate hyperlink for viewing and/or downloading.)

**During the proposal process, firms shall not contact County staff. Additionally, firms and their employees of related companies as well as paid or unpaid personnel acting on their behalf shall not contact or participate in any type of contact outside the County offices with County employees, including elected officials. Such contact may result in the vendor being disqualified. All contact must be coordinated through Michael Frosch, Purchasing Director, for this procurement.**

### MANDATORY PRE-PROPOSAL CONFERENCE

The County has scheduled mandatory pre-proposal conferences to be held on **September 4, 2019 @10:00am and September 11, 2019 @ 10:00am. We are holding two separate pre-proposal conferences to provide ample opportunities for all who are interested to attend. IT IS NOT REQUIRED TO ATTEND BOTH PRE-PROPOSAL CONFERENCES.** The location is the Founders Square, 900 Jackson St., Dallas, TX 75202.

Attendance at one of the Pre-Bid Conferences is mandatory per Court Order 2018-1190. All bidders are to attend and discuss the requirements of this bid. It is the responsibility of each bidder to examine the entire bid package, seek clarification in writing, review all details, visit the site and review their bid for accuracy before submitting. Only the firms attending the mandatory pre-proposal conference and site visit will be allowed to submit a response to this solicitation.

The County will hold two pre-proposal conferences as detailed in this document. Attendance at one of the pre-proposal conference is **Mandatory**. The purpose of this conference is to facilitate responses to all Proposers' questions concerning the content of this RFP document As a result, initial questions are to be submitted, in writing, to Charles Price, Assistant Director, Purchasing, by September 3, 2019 @10:00am. Staff will attempt to answer these questions during the pre-proposal conference.

### **Additional Questions and Answers during and/or after the Mandatory Pre-Proposal Conference and Site Visit.**

Firms will be required to submit additional questions presented at the pre-proposal and/or after the conference. All final questions must be received by September 20, 2019 @ 10:00am.

All questions and responses will be posted to the County's website in the manner as previously stated herein. Dallas County reserves the right to reject/not respond to any questions received after the deadline date.

### MANDATORY SOLICITATION TIMELINE

This timeline is established to ensure that everyone is aware of the required due dates. All must adhere to this timeline to ensure the contract is awarded in a timely manner. Failure to meet this timeline may disqualify your firm's proposal response.

### Schedule of Events

RFP 2019-064-6828

#### Request for Proposal for Inmate Phone, Video Visitation Service and Multi-Function Kiosk Provider

<u>EVENT</u>	<u>DATE</u>	<u>TIME</u>
<b>MANDATORY PRE-PROPOSAL CONFERENCE</b>	September 4, 2019 & September 11, 2019	10:00AM
Pre-proposal Questions	September 20, 2019	10:00AM
FORMAL PRESENTATION, DEMO'S AND INTERVIEWS	October 28 thru November 1, 2019	TBD
CONTRACT NEGOTIATIONS	TBD	N/A
BRIEF FINAL CONTRACT	TBD	9:00AM
COURT ORDER	TBD	9:00AM

## I.

### Overview

Dallas County is seeking proposals for an Inmate Phone/Video Visitation and Inmate Multi-Function Kiosk Service Provider. The County wishes to continue to provide excellent service at reasonable costs to the user community based on current market standards, and provide the lowest costs services to the inmates. This contract is not intended to generate revenue for the County and Dallas County is not soliciting proposals that would generate revenue.

## II.

### Intent

- In an effort to continue to standardize inmate telephone operations, maintain reasonable rates, continue to provide a video visitation program, inmate multi-function kiosk system with applications, it is Dallas County's intent to enter into a contract with a vendor(s) deemed qualified and offering Dallas County the best value for rates, services and system functionality with respect to its Inmate Phone Service ("IPS") as well as video visitation. Vendors with at least three (3) years of business/corporate experience within the last five (5) years specifically providing telephone services through multiple sites in a correctional or other security/law enforcement setting are encouraged to submit proposals. Dallas County recommends but does not require the vendor to have provided these services to a facility at least half the size of Dallas County operations. Services desired include a turn-key; fully operational; local, long distance and international; secure and reliable telephone system meeting specified restriction and monitoring requirements. Vendors may submit separate responses for the following services: telephone services, video visitation services and/or kiosk services but are encouraged to submit an entire turn-key solution. The services desired is inclusive of all equipment and software including inmate telephones, coin-operated telephones, monitoring terminals, internet access and other related services. TX Commission on Jail Standards minimum standards and mandates must be applied. Other required services include maintenance of visitation phones, kiosk, public coin-operated phones and a hosted video visitation capability. Systems furnished shall be of advanced technology with state of the art equipment provided.

### **BACKGROUND/GENERAL INFORMATION**

- In the two-year period ending December 2018, Dallas County had a daily average inmate population of five thousand one hundred (5,100) housed in the facilities reflected at Attachment 1. The County makes inmate phone service available in these facilities.
  - There are nine hundred and twenty-nine (929) inmate phones (sixteen (16) of these are mobile/roll around phones and four (4) additional TTY to accommodate hard of hearing)
  - There are two hundred and seventy-three (273) video visitation phones
  - There are three hundred and fifty-eight (358) Face-to-Face phones installed in these facilities.
  - Additionally, the County has thirteen (13) coin operated public phones located at facilities throughout the County (see Attachment 2). These phones are included in the inmate phone contract.
- Attachment 3 reflects average monthly call data for the period of January 2017 through December 2017 and January 2018 through December 2018. Please note that all calls are limited to a maximum of fifteen (15) minutes.

See Attachment 3 Total average monthly calls: 187,340

Total average monthly minutes: 1,835,098

Total average monthly video visitation calls: 1,569 (see Attachment 4)

Total (Kiosk) Grievances, Kites submitted and Job view information (see Attachment 4)

Please note that an international calling capability is required; however, the volume of these calls is extremely low for any given month.

A revenue report from a typical month for coin operated phones appears at attachment 2.

A video visitation solution is currently in place. Selected vendor will work with Sheriff's Department representative to make recommendations for numbers and placement of terminals based upon their review of County facilities and industry best practices. The County will not consider any proposals that recommend the elimination of inmate face to face visitation. This option will remain in place regardless of the technology offered by the proposers.

An Inmate Multi-Function Kiosk is currently in place. Selected vendor will work with the Sheriff's Department representative to make recommendations for applications and placements of Kiosk upon their review of county facilities and industry best practices.

### **STATEMENT OF NEED/SERVICES SOUGHT**

- Inmate Phone Service (IPS) (Control system, Inmate Telephones and Public Telephones) , Video Visitation System (VVS) (Control System, Inmate Video Visitation Terminals, Public Terminals, Remote Video Visitation Software and Applications) and Inmate Multi-Function Kiosk (Control System, Software and Applications) as contemplated in this Request for Proposal (RFP) includes the service, system design, equipment, software, installation, training, operation and ongoing repairs and maintenance of the system and its components which shall be provided at no cost to Dallas County. The Hosted Video Visitation Solution proposed for Dallas County must meet or exceed the technical requirements outlined in this Section of the RFP. The Hosted Video Visitation Solution proposed to meet these technical requirements must be provided for all Dallas County facilities at no cost to Dallas County including system installation, training, operation and maintenance of the system and its components. The service to be negotiated through this RFP shall meet any minimum requirements set forth in Section 2, Statement of Services Sought and shall include, but not be limited to provision of the following:
- a comprehensive Inmate Phone Service that will allow for collect and prepaid (to include debit) calls for, intralata, interlata, intrastate, interstate and international calls and local telephone exchange service.
- a technology system, which includes, but is not limited to system infrastructure, network, database, servers, new call processors, digital and analog communications circuits telecommunications capabilities, monitoring, and other required system functionality as specified in Section 2 of this RFP to support the inmate and pay phone telephone service;
- installation of new/refurbished to like new telephone instruments (equipment) at all identified facilities including the required number of instruments and any required station cabling as determined necessary;
- maintenance of visitation phones and Kiosks
- systems and equipment that support Dallas County's call monitoring/security needs, including terminals, and digital recording equipment as determined necessary;
- creation of a centralized database which shall contain all data elements necessary for provision of monitoring services, reporting and historical call transaction information;
- hosted video visitation services
- any value-added service features not specifically outlined within

- Contractor personnel to perform oversight, administration, operational assistance and maintenance and repair to the IPS system and equipment. It is anticipated that at a minimum, the system administrator and a technician will be assigned on-site, full time;
- ongoing maintenance, repair, and/or replacement and/or upgrades of all equipment, systems and software as determined necessary to ensure service delivery;
- all required training and instructional materials required for use of the telephone services as applicable to inmates, families, and/or County staff; and
- TX Commission on Jail Standards minimum standards and mandates must be applied.
- all related support services not otherwise indicated herein.

**FACILITIES TO BE PROVIDED SERVICES/ADDITIONS AND DELETIONS**

- The facilities to be included under this Contract are indicated at Attachment 1.
- Add/Delete Institutions/Facilities: Dallas County reserves the right to add or delete facilities or to require the Contractor to increase or decrease the amount of equipment utilized in the IPS or VVS including dedicated monitoring terminals, inmate telephones or coin telephones (as applicable) that are required under the Contract upon thirty (30) days’ written notice. Such additions or deletions may be accomplished by letter and do not require a contract amendment. The installation of this equipment shall be at no cost to Dallas County.

When a new facility is opened by Dallas County, Dallas County will determine (in consultation with the Contractor) a schedule for installation of services and equipment at that location to ensure service as soon as practical at the new site

**CONTRACT PERIOD**

Selected offeror(s) will be awarded a five (5) year contract with Dallas County, All prices must remain firm throughout the duration of this contract. Services provided will be paid for from the appropriate fiscal year funds provided by Dallas County Commissioners Courts. Contracts are subject to availability of funds from Dallas County Commissioners Court.

**LEGAL AUTHORITY**

The County of Dallas Texas (“Dallas County” or the “County”) is soliciting Offers of High Technology purchases as authorized in the State of Texas Local Government Code 262. The County desires a service solution that will not only meet its minimum requirements, but will offer the County the most functionality within its budgetary limitations. The RFP, in accordance with State of Texas guidelines, provides for a negotiated procurement to obtain the “best value” for the County based on criteria defined herein. All information will be kept confidential until a contract is formally executed or the RFP is cancelled.

**III.**  
**SPECIFIC REQUIREMENTS**

**REGULATORY REQUIREMENTS**

- The Contractor shall adhere to any and all municipal, state or federal requirements for IPS installation, certification, training or registration during the life of the Contract. Failure to comply with present and future municipal, state or federal requirements will result in termination of the contract with the Contractor and the payment by Contractor of any application fees, penalties, fines or other costs or monetary payment assessed against or incurred by Dallas County for violation of such requirements.

- The Contractor shall be responsible for compliance with all regulatory requirements imposed by local, state and federal regulatory agencies for all IPS and related services provided throughout the duration of the Contract.
- The Contractor shall be responsible for making all IPS modifications necessary to allow inmates to place calls in compliance with any industry dialing requirement change(s) at no cost to the County and within a time frame agreed to by Dallas County, to ensure proper use of the IPS by inmates and Department personnel.
- The Contractor shall keep all call processing and call rating information current. This information shall include, but not be limited to, local exchanges, area codes, country codes and any other information necessary to accurately process and rate calls.
- The Contractor shall be responsible for complying with and updating the IPS for any regulatory changes and requirements during the life of the Contract. These regulatory changes include federal, state or local municipal modifications. These changes shall be made within a time frame agreed to by Dallas County and at no cost to Dallas County.
- The Contractor shall ensure that the IPS provides telephone reception quality meeting all telecommunication industry standards for service quality.
- The Contractor shall ensure that all IPS work and materials comply with all local, county, state and federal laws, rules, ordinances and regulations as well as with any directive provided by inspectors appointed by proper authorities having jurisdiction at each County facility. Should violation of codes, laws or statutes occur relating to this IPS project, the selected Contractor shall correct the situation at no cost to Dallas County, including payment of any fines or penalties associated with the violation.
- *Each contractor shall be responsible for reviewing the current laws, rules, and regulations as it relates to the FCC ruling regarding the reduction of rates paid by Inmates.*
- TX Commission on Jail Standards minimum standards and mandates must be applied.

### **INMATE TELEPHONE SYSTEM FUNCTIONALITY**

- Dallas County is seeking an inmate phone system (IPS) that has a technology system that is fully supported by an infrastructure which has the capability to provide specific services as outlined in this RFP. In addition, the system should include a verifiable redundant system(s) as necessary, a continuity of operations plan, and a disaster recovery plan that will ensure the system and services will be available without disruption at the required service levels.
- The Contractor shall provide complete support of all systems and software necessary to ensure provision of services at all times for the duration of the resulting contract. In addition, the Contractor shall monitor changes to associated interfaced system and accommodate changes in their systems as needed to continue operations of the services and system as specified herein.
- All technical specifications and system requirements shall meet or exceed industry standards and shall be in proper working order, clean and free from defects of features affecting appearance, serviceability or the safety of the authorized user in normal intended use, unless otherwise required herein.
- TX Commission on Jail Standards minimum standards and mandates must be applied.

### **EQUIPMENT REQUIREMENTS**

- Throughout the term of the Contract, the Contractor shall own all systems and equipment (Monitoring/Recording/Video Terminals, Inmate Telephone Stations, TDD/TTY devices, Coin-Operated Telephone Stations, etc.) and shall conduct all maintenance, repairs, upgrades and replacement to systems and equipment at no cost to Dallas County.
- The facility location of equipment currently required to be installed at County facilities is listed at attachments 1 (inmate phones) and 2 (coin operated phones). These telephones will be replaced on a one for one basis. Visitation phones may be replaced as/if needed.
- The number of required inmate telephone stations, coin operated telephones TDD/TTY devices and monitoring/recording stations may be increased or decreased during the term of the Contract upon the request of Dallas County at no additional cost to Dallas County. All decisions on number, placement, location, etc. regarding the inmate telephone stations, visitation phones, video devices, coin operated telephones and monitoring/recording terminals shall be made by Dallas County. Vendor will recommend number and placement of devices for video visitation.
- TX Commission of Jail Standards minimum standards and mandates must be applied.

### **Software Requirements**

- The Contractor shall provide all software required to support the inmate telephone system, Video Visitation and Inmate Multi-Function Kiosk. Such software shall always be the latest general release of the software including software for all equipment and monitoring terminals utilized in service delivery. Any software necessary for County interface shall be provided at the expense of the Contractor, with no licensing fee to the County. Any subsequent upgrades to this software will be provided at no cost to the County.
- All software must be compatible with a minimum of a Windows 10 operating system and must operate with Internet Explorer version 11 at a minimum and the latest version of Google Chrome. In the event software requirements change in the interim of this solicitation, the latest version will apply.
- The Contractor shall provide all required software enhancements/upgrades to the system inclusive of service delivery. Beta and Field Tested Software shall not be provided unless specifically approved by Dallas County. Prior to any software upgrades or enhancements, the Contractor shall discuss the software benefits with Dallas County and proceed only with written approval.
- TX Commission on Jail Standards minimum standards and mandates must be applied.



## **System Voice Quality and Grade of Service Requirements**

The Contractor shall provide a system that provides quality of voice connections that meet or exceed appropriate industry standards in the United States and standards enacted by appropriate industry agencies or other organizations for transmitted and received levels, noise, cross talk and frequency range(s). The Contractor must ensure a high voice quality free of noise and distortion. The Contractor shall accept Dallas County's decision regarding determination of quality.

- The voice quality level referenced above shall be in place for all telephone services at all stages of a call and shall not be affected by any other system feature, function or capability.

## **System Testing**

- Upon contract execution, the Contractor shall provide a complete and comprehensive functional test plan to assure Dallas County of the system's readiness to accept inmate calling traffic. This test plan shall include a checklist of items to be performed by the Contractor's implementation team and verified by Dallas County's staff.

## **System Acceptance**

- Upon contract execution, the Contractor shall provide a complete and comprehensive acceptance plan for the system at each County facility. System acceptance shall be determined by a consecutive thirty (30) day period during which the system must function "error free" after installation. The Contractor shall work with Dallas County to determine the actual definition of "error free" operation. Failure of the system to meet mutually agreed upon acceptance criteria for more than thirty (30) consecutive days may result in a request for replacement by Dallas County for that particular system component.

## **System Documentation**

- At the completion of the implementation/installation, the Contractor shall provide to each County facility and to a designated County official a complete set of online service reference manuals that shall include information specific to the installation at the respective facility.
- In addition, after installation at each respective institution, the Contractor shall supply each facility and to a designated County official documentation containing service request contact numbers, instructions on reporting and escalation procedures.

## **Rate and Call Charge Requirements**

- Each Contractor qualified during Phase 1 will receive cost information from the County. This will consist of the rates, which the County desires to be implemented.

## **Litigation-Related Testimony**

- The Contractor acknowledges and agrees that many times, the recorded telephone conversations of inmates are used as evidence in criminal or facility violation investigations and as such, the Contractor may receive written/verbal requests to provide testimony regarding monitoring equipment, system specifications, and the accuracy and reliability of the system's recorded telephone data.
- The Contractor shall ensure that qualified personnel are available to provide such expert testimony and those personnel respond timely and/or appear as stipulated in the request and/or legal subpoena. The contractor shall immediately notify the designated County official upon receipt of County-related subpoenas

IV

**EVALUATION CRITERIA**

A County evaluation team will evaluate the information provided by the proposing firms in response to the criteria established herein. The award of the contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiations, taking into consideration the relative importance of price and other evaluation factors set forth in the request for proposals as determined by the Commissioners Court. Award of contract will be made in the best interest of the County and shall, therefore, be considered final:

	<u>Maximum Points</u>
1. Company Profile	20
2. System Functionality (Technical/Approach)	30
3. Transition/Implementation Plan and Timeline	15
4. Cost – Lowest Overall Inmate/Family Costs	20
5. Small Business Enterprise	15
Total	100

**PROCEDURES AND PROCESSES:**

- a. Management and coordination of the evaluation process including all meetings, requests, and documentation will be handled by the Dallas County Purchasing Department Procurement Coordinator.
- b. Evaluation Committee will be composed of various County departments.
- c. Each RFP shall be evaluated for completeness and for compliance with the requirements of this RFP and will be independently evaluated by each Evaluation Committee member.
- d. The evaluation of Proposals will be reviewed, evaluated, and ranked by the Evaluation Committee.
- e. Request for Proposals which substantially deviate from the basic intent of the RFP will be eliminated.
- f. If desired by the Evaluation Committee, written, site visits, and/or oral presentations to supplement the Request for Proposal for the purpose of clarification from selected Respondent (s) may be requested. The time and place for oral presentations will be announced at a later date, if such a presentation is required.
- g. Statement of Proposal will be assessed to determine the most comprehensive, competitive and best value solution for Dallas County.
- h. All Respondents will be accorded fair and equal treatment.
- i. Recommendation will be made to Dallas County Commissioners Court to the firm(s) evaluated to be most qualified, highest rated and offering the best value to County. Upon formal approval, a contract will be formally drafted and entered into with the selected firm(s).

## **AWARD AND NEGOTIATION PROCESS**

All RFPs received by the specified deadline will be reviewed and evaluated consistently with the stated Evaluation and Selection Factors. Before the final evaluation and ranking of RFP – Request for Proposal is complete the County, at its sole discretion, may request interviews, presentations, and/or site visits with Respondent(s) found to be among the most qualified or shortlisted firm(s). Proposals will be ranked based on final evaluation with a recommendation to begin negotiations with the Respondent that received the highest evaluation.

The Respondent awarded or chosen pursuant to the provisions of this section will include and be limited to evaluation criteria listed in the RFP. Upon completion of the evaluation process, the Evaluation Committee will make a recommendation to County Commissioners Court to award to the highest rated firm(s).

Negotiations may or may not be conducted with the finalist(s); therefore, the RFP – Request for Proposal submitted should contain Respondent's most favorable terms and conditions, since selection and award may be made without further discussion or need for clarification.

Any exceptions to the terms and conditions of the proposed contract or the statements regarding Respondent's inability to comply with any of the provisions thereof are to be declared in the Respondent's proposal.

In the event that County cannot reach agreement with the selected firm by negotiation of a contract, County may formally end negotiations by written notification to the selected firm. County shall have the right, but not the obligation, to sequentially negotiate with the next most-qualified firm and will continue in this manner until either a contract is awarded or this Request for Proposal is canceled. Upon successful completion of negotiations, the results will be reduced to a written contract for the services to be rendered. Such contract may contain additional requirements from County.

All necessary contract documents will be prepared by the Dallas County District Attorney's Office and will be tailored specifically for this RFP. No contract shall be binding on County until it has been approved as to form by the Dallas County District Attorney's Office and executed by the Dallas County Commissioners Court. County will not be liable for, nor will it pay for, any amount of work commenced prior to the approval of the contract by the Dallas County Commissioners Court.

An Evaluation Team will evaluate the information provided by the proposing firms in response to the criteria established herein. The award of the contract shall be made to the responsible respondent, whose proposal is determined to be the best evaluated offer resulting from negotiations, taking into consideration the evaluation factors set forth in the request for proposals as determined by the Commissioners Court. Award of contract will be made in the best interest of the County and shall, therefore, be considered final.

Proposing firms are responsible for submitting all relevant, factual, and correct information for evaluation of the above criteria with their proposal. The Evaluation Committee will evaluate and score each proposal based on the data submitted.

## **SELECTION PROCESS**

- *Step One:* Proposals will be evaluated by a review panel consisting of representatives from the following Dallas County departments: Consolidated Services, Court Administration, Budget, Information Technology, and Sheriff's Department. The County's SBE Coordinator will solely score Section IV (SBE Participation/Documents). For clarification purposes, additional information may be obtained from some or all of the responding firms.
- *Step Two:* All minimally qualified firms will be requested to present their proposal to the Dallas County evaluation team. Identified firms will enter into Step Two of the RFP process, which will consist of but not necessarily limited to: rate and fee considerations, interview/system demonstrations and contract compliance. The County at its sole discretion may shortlist firms for this process.
- *Step Three:* Staff will proceed with entering into Step Three of the RFP process with the identified or short listed firms. This step of the process will involve Best and Final Offerors (BAFOs) and contract negotiations. During this step, firms may have the opportunity to offer and the County may accept revisions to their originally submitted proposal. While the BAFO will, to a degree, be tailored to individual firms, care will be taken to ensure that all firms remain on the same competitive level and are proposing, substantially and materially, the same conditions and requirements.
- Upon conclusion of this phase, the committee will submit a recommendation to the firm evaluated to be most qualified and offering the best value to Dallas County. Upon formal approval, a contract will be formally drafted and entered into with the selected firm.
- In the event that the County cannot reach agreement with the selected firm by negotiation of a contract, the County may formally end negotiations (by written notification to the selected firm). The County shall have the right, but not the obligation, to sequentially negotiate with the next most-qualified firm and will continue in this manner until either a contract is awarded or this Request for Proposal is canceled.
- Upon completion of negotiations, the results will be reduced to a written contract for the services to be rendered. Such contract may contain additional requirements from the County. All necessary contract documents will be prepared by the County District Attorney's Office or other counsel representing the County and will be tailored specifically for this project. No contract shall be binding on County until it has been approved as to form by the District Attorney or other authorized counsel representing the County and executed by the Dallas County Commissioners Court.
- Dallas County will not be liable for, nor will it pay for, any amount of work commenced prior to the approval of the contract by the Dallas County Commissioners Court.
- The County has the sole authority to reject any/or all RFP's and to waive any minor irregularities as deemed in the best interest of the County.
- All communications will be handled directly with the respective proposing firm(s) and closed to outside third parties and other proposing firms.
- All firms will be accorded fair and equal treatment.

## **DISQUALIFIED OFFERS**

- Offers submitted via fax submission will not be accepted. Offers submitted other than as specified in this RFP may not be considered. Offers submitted after due date and time will not be considered.

Proposals will not be accepted after the due date and time. The County is not responsible for sealing proposals, unmarked/improperly marked proposals or Proposals delivered to any other location

**IV**  
**Small Business Enterprise (SBE) Program**

**Definitions.**

The term “**Commercially Useful Function**” is defined as a business that is directly responsible for providing the supplies or services to Dallas County as required by the solicitation or request quotes, bids or proposals. A firm is considered to perform a commercially useful function when responsible for the execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing and supervising the work involved. A business that stocks sufficient quantities of supplies in direct inventory, held for sale or resale, to cover anticipated future demands for the suppliers is performing a commercially useful function.

- a. A “**Contractor**” is defined as one who participates, through a contract or any other contractual agreement in a County funded contract opportunity for work, labor, services, supplies, equipment, materials, goods or any combination of the foregoing. For purposes of this Section, a Contractor is any individual, company, or other entity seeking to do work for Dallas County regardless of the method used to procure the services or products, including by bid or solicitation. A Contractor includes but is not limited to a contractor, consultant, or vendor.
- b. The terms “**Director of Small Business Enterprises**” shall mean the Director of the County’s Office of Small Business Enterprise and include his or her designee.
- c. The term “**Contract Administration**” shall mean the County Purchasing Department and/or his or her designee.
- d. The “**Contract Administration Supervisor**” shall mean the Purchasing Director and/or his or her designee.
- e. **Equal Employment Opportunity Requirements.** It is the policy of Dallas County to ensure non-discrimination in the award and administration of contracts. The Contractor or Subcontractor shall not discriminate on the basis of race, color, religion, sex, national origin, age, disability, or genetic information in the performance of this contract.
- f. **Good Faith Effort Plan.** A subcontracting plan submitted in response to a Request for Proposals (RFP) or bid/ proposal which details the Respondent’s pursuit to achieve the set aspirational goal or documenting it Good Faith Efforts to meet the goals for all elements the Solicitation. A Good Faith Effort Plan must be submitted with a bid/proposal for any Dallas County project for which goals have been established.
- g. **Mentor.** A mentor is a prime contractor that elects to promote and develop small business subcontractors by providing developmental assistance designed to enhance the business success of the protégé.

- h. **Mentor Protégé Agreement.** An agreement entered into by a prime contractor as the Mentor providing various forms of business development assistance to SBE protégé firm. This assistance may include technical and/or management assistance; financial assistance in the form of equity investments and/or loans; subcontracts; and/or assistance in performing prime contracts with Dallas County. Mentors are encouraged to provide assistance relating to the performance of contracts so that the protégé firms may more fully develop their capabilities. The purpose of the mentor protégé relationship is to enhance the capabilities of the protégé, and to improve the protégé's ability to successfully grow and compete for County contracts.
- i. **Metropolitan Statistical Area (MSA).** The Dallas County MSA includes the following counties: Dallas, Tarrant, Denton, and Collin.
- j. **Protégé.** A protégé is a certified Small Business Enterprise that meets the County's SBA Threshold requirements, performs a commercially-useful function, has a significant business presence in the Dallas County Metropolitan Statistical Area (MSA), and is the recipient of developmental assistance pursuant to a Mentor-Protégé arrangement.
- k. **Small Business Enterprises.** It is the policy of the County to support the growth and development of Small Business Enterprises ("SBEs") and ensure that SBEs have an equal opportunity to compete for and participate in Dallas County contracts. Thus, Dallas County Commissioners Court has created the Office of Small Business Enterprise to establish and oversee a Diversity Program to ensure that SBEs have an equal opportunity to compete for and participate in Dallas County contracts. It is Dallas County's intent to:
- Ensure nondiscrimination in the award and administration of Dallas County contracts;
  - Create a level playing field on which small businesses can compete fairly for Dallas County contracts; and
  - Ensure that only firms that attempt to meet the SBE good faith efforts are considered for applicable contract awards.
  - Consequently, the contractor shall carry out applicable requirements of the good faith effort in its proposal/bid hereunder and, if awarded the contract, the award and administration of the Contract.

**SBE Goals, Good Faith Efforts and Eligibility.**

The Director of Small Business Enterprises ("Director") and the Contract Administration Supervisor sets the annual SBE participation contracting/subcontracting aspirational SBE goals for each contract.

The contracting/subcontracting goals for this contract will be based on meeting or exceeding the minimum aspirational SBE goal of 40%, unless good cause exists for failing to meet the goal. The SBE aspirational goal is based on the total contract value.

**NOTE: As of January 1, 2019, Dallas County will ONLY accept Small Business Enterprise (SBE) certifications.**

**To be recognized and qualify as an SBE (contractors and/or their subcontractors):**

- a. **Must** be certified as an SBE by one of the following three County approved entities: North Texas Regional Certification Agency (NCTRCA), DFW Minority Supplier Development Council and/or the Women's Business Council of Southwest, at the time of the proposal/bid submission. The firm must be certified by one of the entities listed above in subsection (a) and satisfy the requirements in subsection (b)-(f) below.

**All other certification**, including Historically Underutilized Businesses (HUB), **will not be accepted.**

- b. The firm's gross revenues or number of employees over the past three years **MUST** be equal to or below 20% of the Small Business Administrations (SBA) standards;
- c. The SBE firm owner's personal net worth (PNW) **MUST** not exceed \$3.2 million;
- d. All SBE eligible firms **MUST** also perform a commercially-useful function on the project and have a local presence in Dallas County Metropolitan Statistical Area (MSA) in order to be counted for SBE points. The MSA includes the following counties: Dallas, Tarrant, Denton and Collin.
- e. The firm **MUST** submit proof of a current and valid certification (i.e. copy of certification certificate or letter);
- f. All SBE firms (contractors and/or sub-contractors) **MUST** compete, sign and notarize the Small Business Threshold Affidavit affirming the firm meets all of the above mentioned requirements to qualify and be recognized as a SBE by Dallas County; and

**Utilization Scoring**

- q. An eligible SBE or certified M/WBE Firm: **5 points**
- r. SBE or certified Sub-Contractor Scoring Method: **Up to 10 Points (by percentage) 40% Aspirational Goal:**
- Participation Percentage between 1% and 9.99% = **2 points**
  - Participation Percentage between 10% and 19.99% = **4 points**
  - Participation Percentage between 20% and 29.99% = **6 points**
  - Participation Percentage between 30% and 39.99% = **8 points**
  - Participation Percentage meeting or exceeding 40.00% = **10 Points**

The aspirational SBE or certified sub-contractor goal is expressed as a percentage of the total dollar amount of the contract going to SBE or certified Sub-Contractor for those areas which the Contractor has sub-contracted or anticipates sub-contracting. The aspirational goal shall also apply to contract amendments that require work beyond the scope of services originally required to accomplish the project.

The Respondent agrees to employ good faith efforts through the award of subcontractors to eligible SBEs and certified firms to the fullest extent possible.

Dallas County's Good Faith Effort Plan (GEFP) will be used for scoring purposes based upon SBE and other eligible certified firm's participation. However, all subcontractors and/or supplier, whether certified or not, must be listed in the GFEP. The information provided in the GFEP Form will be utilized in the development of the final contract/agreement. The GFEP Form can be found on page 46. This form is required and considered part of the response to the RFP.

**Should the Good Faith Effort Plan or any of the specified documents listed below be incomplete, not signed, and/or not submitted, the proposal/bid may be deemed non-responsive.**

**Each Contractor must include with its proposal/bid, the following documents**

- Submittal of a completed and signed Good Faith Effort Affirmation, executed by an authorized representative, committing to the meet 40% SBE and/or M/WBE aspirational goal and committing to provide documentation justifying the respondent's inability to meet the aspirational goal.
- Completed and signed **Good Faith Effort Plan Form**, executed by an authorized representative;
- Completed and signed **Good Faith Effort Affirmation**, executed by an authorized representative;
- **If submitting as an SBE**, a completed, signed and notarized **SBE Threshold Affidavit**, executed by an authorized representative; and
- **A signed and executed form or letter from each SBE subcontractor identified in the Contractor's Good Faith Effort Plan of their intent to perform as a subcontractor.**
- **Provide copy of certification from one of the three certifying agencies referenced in Section 7.2(a).**

***Note: All forms must be complete in their entirety and submitted as part of a Respondent's Proposal.***

The County reserves the right to accept or reject any certified firm and in its sole discretion is not bound by the certifying bodies' determination if the County has a concern regarding the eligibility of the firm to meet SBE guidelines or standards. A Contractor whose proposed certified firm is rejected may contest in writing to the Office of Small Business Enterprises, in accordance with the SBE Policy. The denial of SBE certification by Business Enterprise is excluded from the Dallas County Purchasing Code of Ethics Protests Procedure and is exclusively governed by the appeal process set forth in the SBE Policy.

**SBE Reporting**

The Contractor and its subcontractors are required to electronically submit subcontractor payment information using the County's Subcontractor Payment Compliance System (SPCS),



accessed through a link on the Dallas County SBE webpage. The Contractor and all subcontractors will be provided a unique log-in credential and password to access Subcontractor Payment Compliance System.

### **Contracting**

If awarded the contract, the Contractor agrees to be bound to the policies and guidelines set forth in the County's SBE Policy, which may be incorporated into the contract. If a conflict exists between the SBE section of the solicitation and the County SBE Policy, the language in the solicitation governs.

## **V.**

### **DELIVERY OF PROPOSALS**

The proposing firm shall submit two (2) original spiral bound copies of the entire proposal. The proposer shall additionally submit eleven (11) USB or CD copies of proposal **excluding Small Business and Cost Information Proposer finally shall submit in a sealed envelope; Envelope 1: - Small Business Enterprise. Envelope 2- Cost** The original bound copy of the proposal is to be clearly marked as "original" on the outside cover and contain original signatures of a person authorized to make a binding offer.

### **REQUEST FOR PROPOSAL FOR INMATE PHONE, VIDEO VISITATION SERVICE and MULTI-FUNCTION KIOSK PROVIDER**

**Must be delivered to:  
Dallas County Purchasing Department  
Founders Square  
900 Jackson St., 6<sup>th</sup> Floor, Suite 680  
Dallas, Texas 75202**

The proposal shall be delivered by **October 14, 2019 @2:00pm** as indicated on the document when stamped by Purchasing Department Time Clock. Proposals shall be delivered to:

Dallas County Purchasing Department  
Attn: Charles Price  
Founders Plaza  
900 Jackson St. Suites 680  
Dallas, Texas 75202

## VI.

### INSTRUCTIONS FOR PREPARATION OF PROPOSALS

This section prescribes the format in which the responses are to be submitted. There is no intent to limit the content of the responses. Additional information deemed appropriate by the Respondent may be included, but must be placed within the relevant section. Additional tabs beyond those designated in this section will not be evaluated.

The following paragraphs contain instructions that describe the required format for responses and the response organization. Responses shall be limited to a page size of eight and one-half by eleven inches (8.5" x 11"). Fold out are not permitted. All pages shall be single sided and sequentially numbered. It is recognized that existing financial reports, documents, or brochures, may not comply with the just-prescribed format. They will be acceptable in current form and need not be reformatted.

All responses must contain the sections outlined below. Those sections are called "Tabs." A "Tab", as used here, is a section separator, offset and labeled, (Example: "Tab 1, Company Profile"), such that it can easily turn to "Tabbed" sections during the evaluation process. Failure to have all copies properly "tabbed" makes it much more difficult for to evaluate the response.

The following categories represent the minimum required information. Any additional information that highlights the firm's qualifications is highly encouraged

A. **COMPANY PROFILE**. (20 Points) The following details of the Respondent's qualifications and experience to perform the services sought through this Request for Proposals shall be provided in narrative form and in sufficient detail that the County is able to judge IPS complexity and relevance. Specifically.

➤ **Business/Corporate Experience**

- 1) Provide a description of Respondent's corporate purpose and approach as it pertains to inmate telephone services or other services similar to those sought in this Request for Proposals.
- 2) Provide the Respondent's business plan and administrative structure. Describe the Respondent's organizational structure, depicting clear lines of authority.
- 3) Identify no less than five (5) or more than ten (10) current and/or past (within five (5) years) contracts of at least half the size of the Dallas County operations for the provision of services similar to those identified in this RFP that fully demonstrate/illustrate that the Respondent has the experience and ability to completely and timely perform all services contemplated by this RFP. This information should include the number of inmate phones covered by the contract and must reflect at a minimum 450 phones or more to constitute qualification.
- 4) Provide a narrative summary of contract performance in the above-identified contracts, including any major adverse findings.
- 5) Provide the name and current telephone number and address for the specified contract manager for each identified contract.
- 6) Provide a summary of any exemplary or qualitative findings, recommendations, or other validations, demonstrating operational experience. (i.e., specialized accreditations, grant awards, etc.).
- 7) Provide information indicating whether the Respondent intends to provide 100% of services directly or intends to utilize subcontractors and if so, provide identification of all subcontractors delivering service delivery. Include a statement indicating the percentage of work to be completed by the Respondent and each subcontractor as measured by percentage of the total contract.

➤ Business/Corporate Entity Details (include the following information on Respondent and each subcontractor (if subcontracting is indicated) ;

- 1) Date established
- 2) Ownership (public company, partnership, subsidiary, etc.)
- 3) Primary type of Business
- 4) Total number of employees
- 5) Indication of type of business (i.e. corporation, sole proprietorship, partnership).  
If the respondent is a corporation, indicate the date and state of incorporation.  
State the length of time the respondent has been in the inmate phone business.
- 6) Provide list of all officers of the firm indicating the percentages of ownership of each officer and the name of the Board of Directors, if applicable.
- 7) Provide the Federal tax identification number or social security number, as applicable to the legal entity that will be performing as the Primary Contractor under any resulting Contract.

➤ Organizational Chart

- 1) Respondent shall provide an organization chart outlining the hierarchy of key contract personnel assigned under this RFP.
- 2) Provide biographies or curriculum vitae and qualifications of the IPS System Administrator to be assigned to the contract. Such information shall demonstrate the required experience in provision of telephone services in a correctional or law enforcement environment. In addition, provide general job descriptions outlining the duties and responsibilities of the Field Repair/Site Technician and Service Representatives to be utilized to perform service tasks. Job descriptions should include specific job functions and minimum qualifications of the identified position(s).

➤ Financial Capability

- 1) Provide the most recently issued audited financial statement (or if un-audited, reviewed in accordance with standards issued by the American Institute of Certified Public Accountants.) All statements shall include the following information:
  - a) Auditor's Report
  - b) Balance Sheet
  - c) Statement of Income
  - d) Statement of Retained Earnings
  - e) Statement of Cash Flow
  - f) Notes to financial statement
  - g) Any written management letter issued by the Auditor to the Respondent's management, its Board of Directors, or the Audit Committee, or , if no management letter was written, a letter from the Auditor, stating that there was no management letter written and that there were no material weaknesses in internal control or other reportable conditions.
- 2) If the year end of the most recent completed audit (or review) is earlier than nine (9) months prior to the issuance date of this RFP, then the most recent unaudited financial statement (consisting of items b, c, d, e and f above) shall also be provided by the respondent in addition to the audited statement required in Section 3.3.1.1. The unaudited financial data will be averaged with the recent fiscal year audited (or reviewed) financial statement data, in evaluating financial capability. Unaudited financial statements shall have been completed within the last six months prior to the release of the RFP and shall be certified as accurate by the signature of the respondent's CEO or CFO.
- 3) If relying on financial documentation of a parent corporation, the Respondent shall provide an original signed letter of commitment from the parent corporation's executive who is legally authorized to bind that parent corporation, certifying that the parent corporation is 100% financially responsible for respondent's performance of the contract.

4) If the respondent is a sole proprietor or non-corporate entity, bidder shall provide financial documentation that is sufficient for an independent CPA to evaluate financial capability including applicable bank and credit statements, income tax returns and other documents.

NOTE: The County acknowledges that privately held corporations and other business entities are not required by law to have audited financial statements. In the event the respondent is a privately held corporation or other business entity whose financial statements ARE audited, such audited statements shall be provided. If the privately held corporation or other business entity does not have audited financial statements, then unaudited statements or other financial documentation sufficient to provide the same information as is generally contained in an audited statement, and as required below, shall be provided. The County also acknowledges that a respondent may be a wholly-owned subsidiary of another corporation or exist in other business relationships where financial data is consolidated. Financial documentation is requested to assist the Department in determining whether the respondent has the financial capability of performing the contract to be issued pursuant to this RFP. The respondent MUST provide financial documentation sufficient to demonstrate such capability including wherever possible, financial information specific to the bidder itself. All documentation provided should be of the type and detail regularly relied upon by the certified public accounting industry in making a determination or statement of financial capability.

5) The Respondent should have a Dun & Bradstreet credit-worthiness summary indicating scores of between 1 and 3, or low to moderate, on all categories rated in regard to creditworthiness. The respondent shall provide the name for the entity that will be performing as the contractor. If the respondent is relying upon the creditworthiness of a parent corporation, to qualify under this criterion, the respondent shall also provide the name for the parent corporation. If relying on the Dun & Bradstreet rating of a parent corporation, the respondent shall provide an original signed letter of commitment from the parent corporation's executive that is legally authorized to bind that parent corporation, certifying that the parent corporation is 100% financially responsible for respondent's performance of the contract.

➤ References

1) The Respondent shall furnish a minimum of five (5) business/corporate references to support Respondent's stated Business/Corporate Experience. In order to qualify as relevant current experience, services described by corporate references shall be ongoing or have been completed within the sixty (60) months preceding the issue date of this RFP. Reference(s) shall identify the type of services provided by the Respondent, dates of service provision, the firm/agency name of the entity, for which the services were provided, and the current telephone number and address of the reference. Reference(s) shall include a paragraph describing services similar in magnitude and scope to those requested in the RFP (i.e., 900 or more phones). The County reserves the right to contact reference sources not listed in the response.

Note: All references shall be furnished in writing and submitted with the bid packet under the section marked "References".

➤ Contact for Contract Administration

1) The Respondent shall designate one person authorized to conduct Contract administration and function as the Contractor's Representative under the Contract resulting from this RFP and supply the following information;

NAME:  
TITLE:  
COMPANY NAME:  
ADDRESS:  
TELEPHONE NUMBER:  
FAX NUMBER:  
E-MAIL ADDRESS:

**B. SYSTEM FUNCTIONALITY, TECHNICAL COMPLIANCE AND APPROACH** (30 points). Such materials should be organized in the following format:

Inmate Phone Service (IPS) as contemplated in this RFP includes the service, system design, infrastructure and network, equipment, installation, training, operation and ongoing repairs and maintenance of the system and IPS components which best meet Dallas County's desired service levels set forth in the Statement of Services Sought.

**Dallas County** has prepared a matrix of system functionality and technical requirements. (System Matrix **ATTACHMENT 6**) Respondents shall complete this matrix. The evaluation committee will review the information provided in this matrix to evaluate the qualifications of each Respondent.

**C. TRANSITION/IMPLEMENTATION PLAN AND TIMELINE.** (15 points).

Respondents are to submit an estimated implementation plan and transition date schedule. The plan shall be designed to provide seamless transition with minimal interruption of telephone services to inmates. The plan/schedule shall include a detailed explanation of the following items:

- 1) Procedures for transition of service/equipment from the existing IPS to the new IPS to include assignment of PINS and updating of calling lists for current inmates.
- 2) Times when telephone instruments will be operational identifying possible "down time"
- 3) Service coordination requirements between the Contractor and Local Exchange Companies (LEC's)
- 4) Any software programming and preparation for installation of system and equipment, as required
- 5) Responsibilities required of Dallas County during implementation

**D. COST- Lowest Overall Inmate/Family Costs** (20 points).

Dallas County is seeking the lowest overall cost to the inmates/families and will not be seeking commission and will not subsidize any associated fees for services. It is Dallas County's desire to have a cost neutral program with only the necessary fees to be passed on to the inmate/families for the services being utilized.

Respondents are to submit ATTACHMENT 5 along with a list of all applicable services being offered within their solution. **The services not listed will not be allowed** if selected as the highest overall ranked solution for Dallas County. The inmate Fee structure shall address the following:

- 6) ATTACHMENT 5 for each option being presented to Dallas County
- 7) Must include all services offered and the applicable proposed rates. The proposer shall indicate, within their submission, if the rates being proposed are regulated and if so by what regulatory agency.
- 8) Proposers are required to provide a list of third-party payment companies proposed within the solution (i.e. WesternUnion, MoneyGram, etc.).
  - a. The list of third-party agreements should include the cost being charged to the client for the services. If any payment service fees exceed the current Dallas County fee of \$5.95, the bidder is required to provide a copy of the provider's contract with the third-party payment service provider, signed by the owner, chief financial officer or president, explaining why the listed fee is not acceptable for this service contract.
- 9) Unclaimed Funds - Provide within the cost response, how unclaimed funds are handled, including any fees charged for inactive accounts, when balances are declared expired, and certification of compliance with the state treasurers unclaimed assets programs.

**E. Small Business Enterprise (15 points)**

Submit all Mandatory Forms found in the attachment section of this solicitation

**VII.**

**SELECTION OF THE FIRM**

All proposals received by the specified deadline will be reviewed and evaluated by an Evaluation Committee. Before the final evaluation and ranking of Proposal Firms is complete, the County may shortlist respondents. The County may choose to interview Proposal Firms found to be among the most qualified among the shortlisted firms. After Interviews, the Evaluation Committee will be given an opportunity to re-evaluate. The firms will be ranked based on final evaluation with a recommendation to begin negotiations with the Firms that received the highest evaluation.

**VIII.**

**STIPULATIONS**

This is not an offer, but is rather a solicitation by Dallas County, who also reserves the right to refuse any and all proposals.

**VIII.**

**ATTACHMENTS**

- Small Business Forms
- Conflict of Interest Questionnaire
- Voluntary Moratorium
- Cost and Other Fee Worksheet
- W9
- Title 6
- Certificate of Interested Parties
- Texas Government Code 2270 Verification

**X.**

**ORDER OF PRECEDENCE**

In the event there is a conflict between the documents comprising this RFP and any resulting contracts, the following order of precedence shall govern: (i) the term/conditions in the body of any resulting Master Contract Agreement; (ii) the RFP; and (iii) Contractor's Response. In the event that a conflict exists between any state statute or federal law the most restrictive terms shall apply

**XI.**

**Other Requirements, Terms, Conditions, Insurances**

**A. INCORPORATION OF REQUEST FOR QUALIFICATION INTO THE CONTRACT**

The contents of this RFP, and the selected Respondent's Proposal, cost, exhibits, and negotiated changes and any other attachments will be incorporated, in entirety, into the future formal Contract Agreement. The contract constitutes the entire agreement between the parties hereto and supersedes any other agreement concerning the subject matter of this transaction, whether oral or written.

B. The Contract Agreement supersedes all prior agreements, written or oral, between Contractor and County and will constitute the entire agreement and understanding between the parties with respect to the subject matter of The Contract Agreement. The Contract Agreement and each of its provisions will

be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by both Contractor and County with formal approval by the Dallas County Commissioners Court.

- C. The contract and the respective rights and obligations of the parties hereto shall inure to the benefit and be binding upon the successors and assigns of the parties hereto, as well as the parties themselves
- D. **Selection of Multiple or Subsequent Vendors.** In accordance with Dallas County policies and procedures, if agreement cannot be reached with the most highly qualified provider, the County shall formally end negotiations, and may select the next most qualified provider and attempt to negotiate a contract with that provider at a fair and reasonable price. This process shall continue until a contract is entered into with the most qualified provider or the County, in its sole determination, determines that it is not in the County's best interest to continue such process. The County reserves the right to select multiple vendors to facilitate the aforementioned agreement. Respondent agrees that any Contract resulting from this RFP and award will be the formal requirements contract between Respondent and County.
- E. **Force Majeure:** Neither party hereto shall be held responsible for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character ("**force majeure occurrence**"). Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement

#### **FAIR LABOR STANDARDS**

- F. CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE PROVISIONS OF THE FEDERAL FAIR LABOR STANDARDS ACT AND SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY, DALLAS COUNTY COMMISSIONER COURT, ELECTED OFFICIALS, OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES "HEREIN AFTER REFERRED TO AS (COUNTY)". FROM ANY AND ALL LIABILITY, INCLUDING, BUT NOT LIMITED TO, WAGES, OVERTIME PAY, LIQUIDATED DAMAGES, PENALTIES, COURT COSTS, AND ATTORNEYS' FEES ARISING UNDER ANY WAGE AND HOUR LAW, INCLUDING, BUT NOT LIMITED TO, THE FEDERAL FAIR LABOR STANDARDS ACT, FOR WORK PERFORMED BY THE CONTRACTOR'S EMPLOYEES FOR WHICH THE COUNTY MAY BE FOUND JOINTLY OR SOLELY LIABLES.
- G. **Proposal Preparation Cost.** The costs for developing proposals are entirely the responsibility of the Proposal Firm and shall not be charged to the County of Dallas.
- H. **Acceptance-Rejection:** Dallas County reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, and to accept any part of a bid/proposal as deemed to be in the best interests of the Dallas County.
- I. **Compliance with Laws and Venue Jurisdiction:** In providing Services required by the contract, Contractor must observe and comply with all applicable federal, State, and local statutes, ordinances, rules, regulations, licenses, legal certifications, or inspections required for the Services, facilities, equipment, or materials, and all applicable federal, state, and local statutes, ordinances, rules, and regulations .

The contract shall be governed by Texas law and exclusive venue shall lie in Dallas County, Texas.

- J. **Proposal Obligation.** The contents of the proposal and any clarification of it submitted by the selected Firm may become part of the contractual obligation and incorporated by reference into the ensuing contract.



- K. **Implied Requirements.** Products and services not specifically mentioned in this RFP, but which are necessary to provide the functional capabilities described by the Proposal Firm, shall be included in the proposal.
- L. **Withdrawal of Proposal.** The Proposal Firm may withdraw their proposal by submitting a written request for its withdrawal over the signature of an authorized individual, to the Purchasing Agent anytime prior to the submission deadline. The Proposal Firm may thereafter, prior to the deadline, submit a new proposal. Modifications offered in any manner, oral, or written, will not be considered if submitted after the deadline.
- M. **Fiscal Funding.** Any agreement resulting from this RFP will be subject to the availability of governmental fiscal funding. If such funds become reduced or unavailable, any contract agreement shall be subject to immediate modifications, reduction or termination on the expiration date or date in which the funds have been reduced or eliminated.
- N. **Term of Contract.** Selected offeror(s) will be awarded an initial five (5) year contract period. Dallas County, at their option and upon mutual consent of all parties involved, may choose to extend this contract for three (3) additional twelve (12) month periods based on the existing terms, conditions and prices set forth in the original RFP. All prices must remain firm throughout the duration of this contract and any extensions. Services provided will be paid for from the appropriate fiscal year funds provided by Dallas County Commissioners Courts. Contracts are subject to availability of funds from Dallas County Commissioners Court.
- O. **Permits and Licenses.** Contractor shall secure and pay for all fees for all necessary statutory and regulatory authorizations, permits, approvals, certifications, licenses, and insurance required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations that are required in order to perform the services stated in RFP. Contractor shall maintain these licenses and permits in effect for the duration of the contract agreement. Respondent/Contractor will notify County immediately of loss or suspension of any such licenses and permits. Failure to maintain a required license or permit may result in immediate termination of the contract agreement.
- P. **Non-Performance.** Non-performance of the contract in terms of specification or non-compliance with terms of the Contract shall be basis for termination of the Contract by the County. Termination in whole or part, by the County may be made at its option and without prejudice to any other remedy to which it may be entitled at law or in equity, or elsewhere under the Contract, by giving thirty (30) days written notice to contracted firm with the understanding that all work being performed under the Contract shall cease upon the date specified in such notice. Obligation of the County to pay for work, professional services, professional opinion, equipment, services or supplies is conditioned upon strict compliance of each, every and all terms and conditions of the RFP, including but not limited to the Contract. County will not pay for work, professional services, professional opinion, equipment, services or supplies rendered or furnished which are not in strict compliance with the terms of the RFP, including but not limited to the Contract and all other exhibits attached thereto and response to the RFP. Firm may be given a reasonable opportunity prior to termination to correct any deficiency. This, however, shall in no way be construed as negating the basis for termination for non-performance.
- Q. **Collusion.** The selected Firm will be required to provide an affidavit that he/she has not conspired with other potential Firms in any manner to attempt to control competitive solicitation for these services. This paragraph does not, however, preclude two or more Firms from presenting a combined or joint RFP.
- R. **Subsequent Negotiations.** If the County is unsuccessful in reaching a “fair and reasonable price” for any individual Work Order, the County reserves the right to request proposals from the second and subsequent “most qualified” firm.

- S. **No Guarantee of Work.** Work Orders will be issued at the sole discretion of the County. There may be no Work Orders issued under this or any subsequent Contract. There is no limit on the number of Work Orders that may be issued. There is no guarantee of the issuance of any Work Order(s) or any amount of work under this contract.
- T. **Contractual Development.** An Base Contract subject to negotiation of Work Order(s) will be executed with the selected Firm(s).
- U. **Twelve-Month Waiting Period for Employment of Certain Former County Employees.** In accordance with the County's Transparency Policy, any firm awarded a contract for the procurement of goods or services shall be prohibited from hiring any individual who has previously worked for the County and in that capacity either evaluated, recommended, approved, monitored, or managed a contract involving that firm no sooner than twelve months after that individual has ceased to work for or be employed by the County. Failure to adhere to such a contractual requirement may result in the termination of the contract with the County.
- V. **Voluntary Moratorium on Campaign Contributions During RFP Process.** Parties interested in responding to a County solicitation shall be encouraged to sign a statement (see attached) indicating that they will be willing to temporarily refrain from making any donation to any Dallas County elected official or candidate for office whose office (or potential office) has any involvement in the selection process for the associated contract during the pendency of the RFP through thirty days after the contract is awarded.
- W. **Federal Debarred Vendors.** No products and/or services utilizing Federal funds may be procured from vendors that are listed on the Federal Excluded Parties List. Government requirements for non-procurement suspension and debarment are contained in the OBM guidance 2CFR, part 180 that implements Executive Orders 12549 and 12689 Debarment and Suspension. Dallas County reserves the right to reject from award consideration and/or terminate any contract with any vendor found to be suspended, ineligible and/or debarred as outlined herein.
- X. **Nepotism.** No person who (1) is an employee, agent, consultant, officer, or official of the contractor and who exercises or has exercised any functions or responsibilities with respect to assisted contract activities; or (2) is in a position to participate in a decision making process or gains inside information with regard to such activities, may obtain a personal or financial interest or benefit, direct or indirect, in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure.
- Y. **Communications Paragraph / Restrictive.** During the proposal process, firms shall not contact County staff. Additionally, firms and their employees of related companies as well as paid or unpaid personnel acting on their behalf shall not contact or participate in any type of contact outside the County offices with County employees, including elected officials. Such contact may result in the vendor being disqualified. All contact must be coordinated through Charles Price, Purchasing Director, for this procurement.
- Z. **Company State Filing.** Pursuant to Sec. 9.001 of the Texas Business Organization Code, non-Texas entities, including, but not limited to corporations, limited partnerships, and limited liability companies must have an application for registration filed with the Texas Secretary of State and shall provide to Dallas County a Certificate of Status issued by the Texas Secretary of State that serves as official evidence of the entity's existence or authority to transact business in Texas.

To transact business with Dallas County, all entities must be in legal compliance pursuant to applicable laws, and shall provide to Dallas County evidence of said compliance.

## XII.

### RESPONSIBILITY FOR WORK

Approval by the County shall not constitute nor be deemed a release of the responsibility and/or liability of the Firm, its employees, subcontractors, agents and consultants, either individually, jointly or any combination thereof, for the accuracy and competency of their designs, working drawings, specifications or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by the County for any defect, error or omission in the designs, working drawings, and/or specification or other documents prepared by Consultant, its employees, subcontractors, agents and consultants, either individually, jointly or any combination thereof.

### XIII.

#### INSURANCE/BONDS

Proposer/Contractor at its sole cost and expense shall, at all times during the term of the Contract and extended terms thereof if any, provide and maintain the following types of insurance protecting the interest of the County and the Contractor with limits of liability not less than those specified below.

##### A. Bonds

###### **PERFORMANCE BOND: (If APPLICABLE TO THIS SOLICITATION)**

Upon being awarded the contract, the successful bidder shall submit within ten (10) days a performance bond or deposit in an amount equal to one hundred percent (100%) of the total contract price. This deposit may be in the form of a certified/cashier check or Bank Letter of Credit drawn on a reputable financial institution and made payable to Dallas County. In lieu of cash deposit the successful bidder may submit an equivalent performance bond, in the form "PERFORMANCE BOND AND LABOR AND MATERIAL BOND", executed by a corporate surety licensed under the laws of Texas with an "A" minimum rating of performance as stated in the most current publication of "Best's Key Rating guide, Property Liability" which shall show a financial strength rating of at least five (5) times the contract price. Said bond or check will be forfeited to Dallas County as liquidated damages in case an award is made and the contract is not performed fully to the requirements as set out therein.

##### B. Insurance.

**Workers Compensation Insurance.** Workers' Compensation Insurance that meets the statutory requirements of the Texas Workers' Compensation Act, or if self-insured, then Contractor must provide to County evidence of a certificate issued by the Workers' Compensation Commission approving such self-insurance. If Contractor has no employee (as defined by the Texas Workers' Compensation Act), Contractor shall provide County with a sworn Affidavit stating that there is no employee in lieu of a Certificate of Insurance. In the event that any work is sublet, Contractor shall require the subcontractors to similarly provide Workers' Compensation Insurance for all of the subcontractors' employees unless such employees are afforded protection by Contractor. Contractor shall bear the burden of all workers compensation coverage for all of its subcontractors and the subcontractors' employees who do not have workers' compensation coverage. Contractor also represents that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with an appropriate insurance carrier, or in the case of self-insurance, with the Texas Workers' Compensation Commission. Providing false or misleading information may subject Contractor to administrative penalties, criminal penalties, civil penalties or other civil actions.

#### **Types of Coverage**

#### **Limits of Liability**

<i>Workers' Compensation</i>	Statutory
<i>Employer's Liability</i>	
Bodily injury by Accident	\$500,000.00 Each Accident
Bodily injury by Disease	\$500,000.00 Each Employee
1. Bodily injury by Disease	\$500,000.00 Policy Limit.

2. **Commercial General Liability.** Contractor shall maintain Commercial General Liability or Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) Insurance coverage for the following: (a) Premises Operations; (b) Independent Contractors or Consultants; (c) Products and Completed Operations; (d) Personal injury; (e) Contractual Liability; (f) Broad form property damage, to include fire legal liability. Such insurance shall carry in an amount not less than One Million and 00/100 (\$1,000,000.00) for bodily injury (including death), property damage, and blanket contractual coverage per occurrence with a general aggregate of Two Million and 00/100 (\$2,000,000.00) and products and completed operations aggregate of Two Million and 00/100 (\$2,000,000.00)..

This insurance must be endorsed with a Waiver of Subrogation Endorsement, waiving the carrier's right of recovery under subrogation or otherwise from the County.

3. **Comprehensive Automobile Liability.** Contractor shall maintain Automobile Liability Insurance with a limit Five Hundred Thousand and 00/100 Dollars (\$500,000.00) each person and One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00) each accident for bodily injury and Five Hundred Thousand and 00/100 Dollars (\$500,000.00) each occurrence for property damage for a combined single limit for bodily injury and property damage liability of not less than Two Million and 00/100 Dollars (\$2,000,000.00). The policy shall include coverage for bodily injury and broad form property damage, with respect to the Contractor's owned, hired, and non-owned vehicles assigned or used in performance of the contract  
This insurance must be endorsed with a Waiver of Subrogation Endorsement, waiving the carrier's right of recovery under subrogation or otherwise from the County.

4. **Professional Liability – Insurance Requirements.** Errors or Omission/Professional Liability: With respect to any damage caused by an error, omission or any negligent acts of the Contractor under the contract the Contractor shall carry not less than One Million 00/100 (\$1,000,000.00) per occurrence or claim for any wrongful act. "Tail" Coverage: If any of the required liability insurance is on a "claims made" basis, "tail" coverage will be required at the completion of the contract for duration of 5 years. Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for 5 years following Contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided its retroactive date is on or before the effective date of the contract. If continuous "claims made" coverage is used, Contractor shall be required to coverage in effect for duration of not less than 5 years from the end of the contract.

5. **Excess/Umbrella Liability Coverage in an amount not less than Five Million 00/100 (\$5,000,000.00) per occurrence**

C. **Certificates of Insurance.** Before commencing with the Contract, the contractor shall deliver to the County of Dallas, Texas, Certificates of Insurance satisfactory to the County, or, as and when the

County may direct, copies of the actual insurance policies, to the County at the address as shown below:

Dallas County  
Purchasing Department  
900 Jackson St. Suite 680  
Dallas, Texas 75202

from each insurance company evidencing that insurance as required by paragraph (A)(Insurance), and all subparagraphs to (A) above, is in force, stating policy numbers, dates of expiration, and limits of liability thereunder. All copies of policies and Certificates of Insurance submitted to County shall be in form and content acceptable to County.

- D. Approval of Forms and Companies. All insurance described in this Solicitation and/or the Contract shall be written by an insurance company or companies satisfactory to County and licensed to do business in the State of Texas and shall be in a form and content satisfactory to the County. No party subject to the provisions of this Solicitation or Contract shall violate or knowingly permit to be violated any of the provisions of the policies of insurance described herein. Except as may otherwise specifically be provided in the Contract to the contrary, all policies of insurance which are in any way related to the work required by this Solicitation, the Contract, inclusive of any Work Order, shall be endorsed waiving the issuing insurance company's right of recovery against the County of Dallas, Texas, whether by way of subrogation or otherwise. All insurance should be provided by insurance companies with a Best's rating of B+ or better.
- E. Additional Insured Endorsement. The policy or policies providing commercial general liability, automobile liability and as required above, shall be endorsed to name the County of Dallas, Texas, County Judge, County Commissioners, elected officials, department heads, other officials, employees, and/or assigns as additional insured as respects operations performed by or on behalf of the Proposer/Contractor in performance of this Solicitation or Contract, inclusive of any Work Order. Such policy shall contain an endorsement that the "other insurance" clause shall not apply to Dallas County, Texas, its County Judge, County Commissioners, elected officials, department heads, other officials, employees, and/or assigns.
- F. Notice of Cancellation or Material Change. Policies and/or certificates shall specifically provide a thirty (30) day notice by US Mail / Certified Mail / Return Receipt Requested of cancellation, non-renewal, or material change to be sent to the County at the address shown above.
- G. Subcontractors. If any part of the work is sublet, the Contractor shall require any and all subcontractors performing work under this contract to carry insurance of the types and within limits of liability as the Contractor shall deem appropriate and adequate. In the event a subcontractor is unable to furnish adequate insurance required under the contract, the Contractor shall endorse the subcontractor as an Additional Insured. The Contractor shall obtain and furnish the County Certificates of Insurance evidencing subcontractors' insurance coverage.
- H. Multiples Policies. The limits of liability as required above may be provided by a single policy of insurance or a combination of primary, excess or umbrella liability policies. In no event shall the total limit of liability for any one occurrence or accident be less than the amount shown above.
- I. Cost and Deductibles. Companies issuing the insurance policies and the Contractor shall have no recourse against the County for payment of any premiums or assessment for any deductibles, as all such premiums and deductibles are the sole responsibility and risk of the Proposer/Contractor.
- J. Survival. Notwithstanding any other provision contained herein, in any agreement, contract, work order or other agreement, the provisions contained in the INSURANCE section shall survive the termination of this RFP, or any contract, agreement, work order or any other agreement.

#### XIV.

## INDEMNIFICATION

Proposer shall indemnify and hold County harmless as provided herein and in the Contract, attached hereto and incorporated by reference as if fully reproduced herein, word for word. Such indemnification shall include, agreed language at the time of contracting but not be limited to the following.

### INDEMNIFICATION

**CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND COUNTY, DALLAS COUNTY COMMISSIONERS COURT, ELECTED OFFICIALS, AND ALL OF ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES (HEREINAFTER REFERRED TO AS COUNTY, INDEMNITIES OR OWNER, FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES, ARISING OUT OF OR RESULTING FROM BODILY INJURY OR DEATH OF ANY PERSON, OR PROPERTY DAMAGE, INCLUDING LOSS OF USE OF PROPERTY, ARISING OR ALLEGED TO ARISE OUT OF OR IN ANY WAY RELATED TO THIS CONTRACT OR CONTRACTOR'S PERFORMANCE OF THE WORK OR OTHER ACTIVITIES OF CONTRACTOR, BUT ONLY TO THE EXTENT CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF CONTRACTOR OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY CONTRACTOR OR ANYONE FOR WHOSE ACTS CONTRACTOR MAY BE LIABLE. NOTWITHSTANDING THE FOREGOING, CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND COUNTY, DALLAS COUNTY COMMISSIONERS COURT, ELECTED OFFICIALS, AND ALL OF ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES (THE "INDEMNITEES"), FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES, ARISING OUT OF OR RESULTING FROM BODILY INJURY TO, OR SICKNESS, DISEASE OR DEATH OF, ANY EMPLOYEE, AGENT OR REPRESENTATIVE OF CONTRACTOR OR ANY OF ITS SUBCONTRACTORS, REGARDLESS OF WHETHER SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED, OR IS ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY INDEMNITEE, IT BEING THE EXPRESSED INTENT OF OWNER AND CONTRACTOR THAT IN SUCH EVENT THE CONTRACTOR IS TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE INDEMNITEES FROM THE CONSEQUENCES OF THEIR OWN NEGLIGENCE, WHETHER IT IS OR IS ALLEGED TO BE THE SOLE OR CONCURRING CAUSE OF THE BODILY INJURY, SICKNESS, DISEASE OR DEATH OF CONTRACTOR'S EMPLOYEE OR THE EMPLOYEE OF ANY OF ITS SUBCONTRACTORS. THE INDEMNIFICATION OBLIGATIONS UNDER THIS PARAGRAPH SHALL NOT BE LIMITED BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR CONTRACTOR UNDER WORKERS COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS.**

**IT IS MUTUALLY UNDERSTOOD AND AGREED THAT THE ASSUMPTION OF LIABILITIES AND INDEMNIFICATION PROVIDED FOR IN THIS AGREEMENT SHALL INDEFINITELY SURVIVE ANY EXPIRATION, COMPLETION OR TERMINATION OF THIS AGREEMENT. IN THE EVENT CONTRACTOR AND OWNER ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY WILL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE STATE UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**

**APPROVAL AND ACCEPTANCE OF CONTRACTOR'S SERVICES BY COUNTY SHALL NOT CONSTITUTE NOR BE DEEMED A RELEASE OF THE RESPONSIBILITY AND LIABILITY OF CONTRACTOR FOR THE ACCURACY AND COMPETENCY OF THEIR SERVICES; NOR SHALL SUCH APPROVAL AND ACCEPTANCE BE DEEMED TO BE AN ASSUMPTION OF SUCH RESPONSIBILITY BY THE COUNTY FOR ANY DEFECT, ERROR OR OMISSION IN THE SERVICES PERFORMED BY CONTRACTOR IN THIS REGARD. CONTRACTOR SHALL DEFEND, HOLD HARMLESS AND INDEMNIFY THE COUNTY FOR DAMAGES RESULTING FROM SUCH DEFECTS, ERRORS OR OMISSIONS.**

**NO INDEMNIFICATION BY COUNTY: CONTRACTOR ACKNOWLEDGES AND AGREES THAT DALLAS COUNTY DOES NOT HAVE THE ABILITY UNDER ARTICLE XI, SECTION 7 OF THE TEXAS CONSTITUTION TO INDEMNIFY CONTRACTOR OR ANY OTHER THIRD PARTY FOR DAMAGES ARISING UNDER THE CONTRACT.**

Survival: These provisions shall survive completion, suspension, termination, expiration and/or cancellation of the contract, or any determination that the contract or any portion hereof is void, voidable, invalid or unenforceable

- A. Without in any way limiting or restricting the indemnification and defense agreement stated above, Proposer/Contractor agrees that it is the intention of the parties hereto that Proposer/Contractor and its insurers bear the entire risk or loss or injury to any of Proposer/Contractor's employees, "borrowed servants", agents, representatives, subcontractors, vendors, materialmen, or any other person present on the premises or performing any other act or service on Proposer/Contractor's behalf or at its request without seeking any contribution therefor from any indemnities or its insurers.
- B. Notwithstanding any other provision contained herein, in any agreement, contract, work order or other agreement, the provisions contained in this INDEMNIFICATION section shall survive the termination of this RFP, or any contract, agreement, work order or any other agreement.

#### **AMBIGUITY, CONFLICT, OR OTHER ERRORS IN RFP**

If a Firm discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, he shall immediately notify the County of such error in writing and request modification or clarification of the document. Any modification made to this RFP will be issued as an addendum. Written notice will be given to all parties who have been furnished with the RFP without divulging the source of the request for it.

If a Firm fails to notify the County prior to the date and time fixed for submission of Offers of an error or ambiguity in the RFP known to him, or an error or ambiguity that reasonably should have been known to him, he shall not be entitled to additional time by reason of the error/ambiguity or its late resolution.

The County may also modify the RFP prior to the date and time fixed for submission of Offers by issuance/posting of an addendum. All addenda will be numbered consecutively beginning with 1.

#### **COUNTY'S COMMITMENT**

This RFP is not a commitment by the County to fund any development, to lease or purchase any equipment, products, services or any other materials from any Offeror. The County will not be liable for any direct or indirect costs that any Offeror may incur in the preparation or production of a response to this RFP, or for any subsequent sales, due diligence, or negotiation costs.

The County reserves the right at its sole and exclusive discretion to cancel the selection process at any time, add, modify, or delete any items in this RFP, negotiate additional items to be included in the Offer response or delete items from such response, or to award all or part of the services to one or more Offeror.

The materials and information included in this RFP are intended to assist the Offeror in the formulation of responses. The County's desire is to provide the Offeror with relevant information known at the time of the production of this RFP. However, the County makes no representation as to the accuracy and completeness of such materials and information. The Offeror understands and agrees that the County nor any of its agents, advisors, or representatives make any representation as to the accuracy and completeness of such materials and information and shall have no liability to the Offeror resulting from the use of said materials and information.

The County shall not be bound by any language in the Offeror's bid indicating confidentiality or any other restriction on its' use or disclosure.

### **ECONOMY OF PRESENTATION**

Proposals are not to 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 questions in the RFP. Proposals must address the requirements since the RFP must be answered concisely and clearly. Proposals that do not address each criterion may be rejected and not considered.

### **OFFER OBLIGATION**

The contents of the Proposal and any clarification/negotiation thereto submitted by the successful Firm shall become part of the contractual obligation and incorporated by reference into the ensuing contract.

### **IMPLIED REQUIREMENTS**

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

### **COMPLIANCE WITH RFP SPECIFICATIONS**

It is intended that this RFP describe the requirements and response format in sufficient detail to secure comparable Offers. The Firm's response must coincide with the format of the RFP.

### **WITHDRAWAL OF PROPOSAL**

A proposing Firm may withdraw their Proposal by submitting a written request for its withdrawal, such request having the signature of an authorized company representative, to the County Procurement Coordinator at any time prior to the submission deadline. The Firm may thereafter submit a new Proposal prior to the deadline. Modifications offered after the deadline and before the BAFO process will not be considered.

### **STATUS/DISCLOSURE OF PROPOSAL**

All submitted Proposals become the property of the County and will not be returned to the proposing Firm.

The content of all RFP's submitted shall remain in effect for a minimum period of 180 days.

Information requested in the RFP deemed by the responding firm to be privileged and confidential must be marked "Privileged and Confidential Information." The County will endeavor to protect such information from disclosure to competitors to the extent allowable by law. Responding firms are advised that responses are subject to the Texas Public Information Act (Texas Open Records Act), Chapter 552, Texas Government Code.

All Proposal information, including detail price and cost information, shall be held in confidence until a contract is formally executed and/or the RFP is cancelled. Upon award, the Proposals and associated materials shall be open for review by the public in accordance with The Texas Open Records Act. By submitting a Proposal, the proposing Firm acknowledges and accepts that the full contents of the Proposal and associated documents shall become open to public inspection. The County will uphold the confidentiality of Vendor trade secrets to the extent allotted by law. All confidential information and trade secrets must be clearly identified and separated, by the Firm prior to submission of the Offer.



**CONTRACTUAL DEVELOPMENT**

The contents of the RFP and selected Firm's proposal will become an integral part of the contract but may be modified by provisions of the contract as negotiated. Therefore, the proposing Firm 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.

**EXPENSE AND FEE REQUIREMENTS**

The Firm shall be responsible for payment of expenses and fees associated with the Performance of this agreement, including but not be limited to: wages, salaries, labor, services, materials, supplies, transportation, communications, licensing and inspection, taxes, insurance, bonds, etc.

Dallas County will pay based on the negotiations rates determined in the contract with units to be determined upon task assignment and may include additional rates for work outside the scope of the contract. All fees are to include all travel and other expenses for performing the contract.

**INTERGOVERNMENTAL PURCHASING:**

The vendor may agree to extend their cost to the local governments in the State of South Carolina with agreement of both parties

## MANDATORY DOCUMENTS

All Forms Proceeding this page are Mandatory with Proposal  
Submittal



## GOOD FAITH EFFORT PLAN

THE GOOD FAITH EFFORT PLAN IS REVIEWED BY THE DALLAS COUNTY OFFICE OF SMALL BUSINESS ENTERPRISE. THE SBE DIRECTOR OR DESIGNEE WILL EVALUATE THE "GOOD FAITH EFFORTS" OF A FIRM. THE GOOD FAITH EFFORT MUST BE APPROVED BY THE OFFICE OF SMALL BUSINESS OF ENTERPRISE PRIOR TO AWARD.

NAME OF PROJECT: \_\_\_\_\_

**SECTION A – PRIME CONTRACTOR INFORMATION**

NAME OF FIRM: \_\_\_\_\_

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

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ PHONE: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_ FAX: \_\_\_\_\_

IS YOUR FIRM CERTIFIED: NO \_\_\_\_\_ YES \_\_\_\_\_ CERTIFICATION NUMBER: \_\_\_\_\_

TYPE OF CERTIFICATION: SBE \_\_\_\_\_ MBE \_\_\_\_\_ WBE \_\_\_\_\_ AABE \_\_\_\_\_ HUB \_\_\_\_\_ DBE \_\_\_\_\_

1. LIST ALL FIRMS TO BE UTILIZED ON THIS PROJECT/CONTRACT.

	SUBCONTRACTORS/SUPPLIERS	SCOPE OF WORK/SUPPLIES TO BE PERFORMED/PROVIDED BY THE FIRM	ESTIMATED CONTRACT AMOUNT ALLOCATED TO THE FIRM	IF FIRM IS CERTIFIED, LIST CERTIFICATION NUMBER <b>AND</b> ATTACH A COPY OF THE CERTIFICATION AFFIDAVIT
1.	NAME: _____ ADDRESS: _____			
2.	NAME: _____ ADDRESS: _____			
3.	NAME: _____ ADDRESS: _____			
4.	NAME: _____ ADDRESS: _____			
5.	NAME: _____ ADDRESS: _____			
6.	NAME: _____ ADDRESS: _____			

**SECTION B – SBE COMMITMENTS**

**THE SMALL BUSINESS ENTERPRISE (SBE) ASPIRATIONAL GOAL FOR THIS PROJECT IS 40%**

1. THE UNDERSIGNED CONTRACTOR HAS SATISFIED THE REQUIREMENTS OF THE BID SPECIFICATIONS IN THE FOLLOWING MANNER (PLEASE CHECK THE APPROPRIATE SPACE):

\_\_\_\_\_ THE CONTRACTOR IS COMMITTED TO A MINIMUM OF 40 % SBE UTILIZATION ON THIS CONTRACT

\_\_\_\_\_ THE CONTRACTOR (IF UNABLE TO MEETING THE SBE GOAL OF 40 %) IS COMMITTED TO A MINIMUM OF \_\_\_\_\_ % SBE UTILIZATION ON THIS CONTACT

**MANDATORY PAYMENT REPORTING**

DURING THE TERM OF THE CONTRACT, THE CONTRACTOR MUST REPORT THE ACTUAL PAYMENTS TO ALL THE SBE SUBCONTRACTORS ON A MONTHLY BASIS IN THE SPECIFIED TIME INTERVALS AND FORMAT PRESCRIBED BY DALLAS COUNTY. ANY UNJUSTIFIED FAILURE TO COMPLY WITH THE LEVELS OF SBE PARTICIPATION IDENTIFIED IN THE BID AND AFFIRMED IN THE GOOD FAITH EFFORT PLAN SHALL BE CONSIDERED A MATERIAL BREACH OF CONTRACT. DALLAS COUNTY RESERVES THE RIGHT, AT ANY TIME DURING THE TERM OF THE CONTRACT TO REQUEST ADDITIONAL INFORMATION, DOCUMENTATION OR VERIFICATION OF PAYMENTS MADE TO ALL SUBCONTRACTORS IN CONNECTION WITH THE CONTRACT. VERIFICATION OF AMOUNT BEING REPORTED MAY TAKE THE FORM OF REQUESTING COPIES OF CANCELED CHECKS PAID TO THE SBE PARTICIPANTS AND/OR CONFIRMATION INQUIRIES DIRECTLY TO SBE PARTICIPANTS. PROOF OF PAYMENTS, SUCH AS COPIES OF CANCELED CHECKS MUST PROPERLY IDENTIFY THE PROJECT NAME OR PROJECT NUMBER TO SUBSTANTIATE SBE PAYMENTS FOR THIS PROJECT.

2. NAME AND PHONE NUMBER OF PERSON APPOINTED TO COORDINATE AND ADMINISTER THE SBE REQUIREMENTS ON THIS PROJECT

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DIRECT PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

➡ IF THE SBE GOAL WAS MET, PROCEED TO GOOD FAITH EFFORT AFFIRMATION FOUND ON PAGE 4

➡ IF THE SBE GOAL WAS NOT MET, PROCEED TO SECTION C – DOCUMENTATION OF GOOD FAITH EFFORTS FOUND ON PAGE

**3. SECTION C – DOCUMENTAION OF GOOD FAITH EFFORTS (TO BE FILLED OUT ONLY IF SBE ASPIRATIONAL GOAL WAS NOT ACHIEVED.)**

1. LIST ALL FIRMS CONTACTED WITH SUBCONTRACTING/SUPPLY OPPORTUNITIES FOR THIS PROJECT THAT WILL NOT BE UTILIZED FOR THE CONTRACT BY CHOICE OF THE CONTRACTOR, SUBCONTRACTOR, AND/OR SUPPLIER. WRITTEN NOTICES TO FIRMS CONTACTED BY THE CONTRACTOR FOR SPECIFIC SCOPES OF WORK IDENTIFIED FOR SUBCONTRACTING/SUPPLY OPPORTUNITIES MUST BE PROVIDED TO SUBCONTRACTOR/SUPPLIERS NOT LESS THAN FIVE (5) BUSINESS DAYS PRIOR TO BID/PROPOSAL DUE DATE. THE FOLLOWING INFORMATION IS REQUIRED FOR ALL FIRMS WHAT WERE CONTACTED OF SUBCONTRACTING/SUPPLY OPPORTUNITIES. MAY USE ADDITIONAL SHEETS IF NEEDED.

	NAME & ADDRESS OF SUBCONTRACTOR(S)/SUPPLIER(S)	SCOPE OF WORK/SUPPLIES TO BE PERFORMED/PROVIDED BY THE FIRM	IS FIRM SBE OR M/WBE CERTIFIED?	DATE OF WRITTEN NOTICE SENT & METHOD USED (FAX, LETTER, EMAIL, ETC.)	REASON AGREEMENT NOT REACHED
1.	NAME:			DATE:	
	ADDRESS:			METHOD:	
2	NAME:			DATE:	
	ADDRESS:			METHOD:	
3.	NAME:			DATE:	
	ADDRESS:			METHOD:	
4.	NAME:			DATE:	
	ADDRESS:			METHOD:	
5.	NAME:			DATE:	
	ADDRESS:			METHOD:	

IN ORDER TO VERIFY A CONTRACTOR’S GOOD FAITH EFFORTS, PLEASE PROVIDE COPIES OF ALL WRITTEN NOTICES TO ALL FIRMS OF CONTACTED BY THE CONTRACTOR FOR SPECIFIC SCOPES OF WORK IDENTIFIED IN RELATIONS TO THE SUBCONTRACTING/SUPPLY OPPORTUNITIES IN THE ABOVE NAMED PROJECT. COPIES OF SAID NOTICES MUST BE PROVIDED TO DALLAS COUNTY’S OFFICE OF SMALL BUSINESS ENTERPRISE WITHIN FIVE (5) BUSINESS DAYS AFTER THE BID/PROPOSAL IS DUE. SUCH NOTICES SHALL INCLUDE INFORMATION ON THE SCOPE OF WORK TO BE PERFORMED AND/OR SUPPLIES TO BE PROVIDED.

2. DID YOU ATTEND THE PRE-PROPOSAL CONFERENCE SCHEDULED FOR THIS PROJECT? YES \_\_\_\_\_ NO \_\_\_\_\_

3. LIST ALL LISTINGS, DIRECTORIES, CONTRACTOR ASSOCIATIONS, AND/OR ANY OTHER ASSOCIATIONS UTILIZED TO SOLICIT SBE SUBCONTRACTOR/SUPPLIERS.

NAME	CONTACT PERSON	PHONE
		( )
		( )
		( )
		( )

4. DISCUSS EFFORTS MADE TO DEFINE ADDITIONAL ELEMENTS OF THE WORK PROPOSED TO BE PERFORMED BY SBES IN ORDER TO INCREASE THE LIKELIHOOD OF ACHIEVING THE GOAL.


5. INDICATE ADVERTISEMENTS MEDIUMS USED FOR SOLICITING BIDS FROM SBES (PLEASE ATTACH A COPY OF THE ADVERTISEMENTS).




## GOOD FAITH EFFORT

### AFFIRMATION

I HEREBY AFFIRM THAT THE INFORMATION PROVIDED IN THIS GOOD FAITH EFFORT PLAN IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE. I FURTHER UNDERSTAND AND AGREE THAT THIS DOCUMENT SHALL BE ATTACHED THERETO AND BECOME A BINDING PART OF THE CONTRACT/AGREEMENT.

NAME OF AUTHORIZED OFFICIAL: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

*FOR USE ONLY BY THE OFFICE OF SMALL BUSINESS ENTERPRISE*

**GOOD FAITH EFFORT RECOMMENDATION:**

APPROVED: \_\_\_\_\_ NOT APPROVED: \_\_\_\_\_

DATE: \_\_\_\_\_

SBE DIRECTOR: \_\_\_\_\_



## SMALL BUSINESS THRESHOLD AFFIDAVIT

Name of Contractor: \_\_\_\_\_

Principal Place of Business (address): \_\_\_\_\_

Project Name & Number: \_\_\_\_\_

Tax ID Number (if applicable): \_\_\_\_\_

I \_\_\_\_\_ am the majority owner (51%) of the Prime Contractor listed above and own \_\_\_\_\_ percent of \_\_\_\_\_.

I hereby certify that my firm/company's gross revenues and/or number of employees averaged over the past three years are equal to or below 20% of the Small Business Administrations (SBA) standards, in accordance with 13 CFR 121 et. al.<sup>1</sup> and Dallas County's Small Business Enterprise Program.

The number of employees employed during the previous three (3) years are as follows:<sup>2</sup>

Employee Workplace Demographics by year	Full Time	Part Time	Contract
20__			
20__			
20__			

I also hereby certify that my personal net worth ("PNW") does not exceed \$3.2 million (excluding primary personal residence<sup>3</sup> and ownership interest in business), including any assets held on my behalf by any person or entity domestically or internationally. I also certify that I have not transferred ownership of assets for the purpose of qualifying as an SBE.

I understand and acknowledge that the County reserves the right to conduct an investigation and request additional information regarding the representations herein. I agree to allow a County representative to perform an onsite audit of my firm/company's tax returns for the past three years, upon request, , including information from third parties (e.g., accountant, IRS), to confirm my gross revenues, number of employees, or PNW, including federal tax return (including schedules), W2s, and other relevant documentation.

<sup>1</sup> See, generally, 13 CFR § 121 et. al, including 13 CFR § 121.201 and 13 CFR § 121.104.

<sup>3</sup> Note: portions of equity in your primary residence attributable to excessive withdrawals from the participating SBE firm/company is not excluded.

I, \_\_\_\_\_, hereby certify, under penalty of perjury, that the above-stated facts are true and correct and understand that any misrepresentations may be grounds for initiating action under federal or state law, including state law concerning false statements in a government document.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**STATE OF TEXAS**

**COUNTY OF \_\_\_\_\_**

BEFORE ME, A NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED \_\_\_\_\_, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING DOCUMENT AND, BEING BY ME FIRST DULY SWORN, DECLARED THAT THE STATEMENTS THEREIN CONTAINED ARE TRUE AND CORRECT.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

(PERSONALIZED SEAL)

\_\_\_\_\_  
NOTARY PUBLIC'S SIGNATURE



## **Attachment 1**

### **Dallas County Jails**

Lew Sterrett Justice Center  
111 Commerce Street  
Dallas, TX 75207  
    North Tower  
    West Tower  
    South Tower

Government Center Jail (Currently de-populated but must be equipped and ready for immediate population)  
600 Commerce Street  
Dallas, TX 75202

Cook Chill  
2121 French Settlement  
Dallas, TX 75216

## ATTACHMENT 2

### Coin Operated Phones and Annual Estimated Revenue

#### PAYPHONES:

Current No.	Location		Annual Estimated Collection
214-654-0090	North Dallas Government Center	TX	<\$10
214-760-1546	Frank Crowley Courts 2nd fl.	TX	<\$100
214-760-1565	Frank Crowley Courts 4th fl.	TX	<\$100
214-760-1594	Frank Crowley Courts 5th fl.	TX	<\$100
214-760-1596	Frank Crowley Courts 6th fl.	TX	<\$100
214-760-1654	Frank Crowley Courts 7th fl.	TX	<\$100
214-760-1658	Lew Sterret Jail Right Bank	TX	\$116.47
214-760-1665	Lew Sterret Jail Right Bank	TX	\$185.85
214-760-1679	Lew Sterret Jail Right Bank	TX	\$101.54
214-760-7696	Lew Sterret Jail Right Bank	TX	<\$10
214-920-9523	Dallas County Health Dept 1st fl.	TX	<\$10
214-920-9529	Juvenile Justice Center 1st fl. Vest.	TX	<\$10
214-943-1693	Oak Cliff Sub courthouse 1st floor	TX	<\$10

Attachment 3

Average Monthly Call Data

YEAR : 2017

TYPE OF CALL	INTERLATA		INTERNATIONAL		INTERSTATE		INTRALATA		LOCAL		
	NUMBER OF CALLS	MINUTES	NUMBER OF CALLS	MINUTES	NUMBER OF CALLS	MINUTES	NUMBER OF CALLS	MINUTES	NUMBER OF CALLS	MINUTES	
Direct Billed Collect	204	2,839	-	-	605	8,807	468	3,476	2,837	17,293	
Prepaid Collect	79,617	867,424	223	3,160	140,467	1,485,001	309,013	3,242,031	1,142,690	11,880,809	
Inmate Debit	25,332	207,844	38	-	53,389	438,075	106,210	807,646	449,193	3,253,646	
<b>Total</b>	<b>105,153</b>	<b>1,078,107</b>	<b>261</b>	<b>3,160</b>	<b>194,461</b>	<b>1,931,883</b>	<b>415,691</b>	<b>4,053,153</b>	<b>1,594,720</b>	<b>15,151,748</b>	
<b>Total Average Monthly Calls</b>	<b>8,763</b>		<b>22</b>		<b>16,205</b>		<b>34,641</b>		<b>132,893</b>		
<b>Total Average Monthly Minutes</b>	<b>89,842</b>		<b>263</b>		<b>160,990</b>		<b>337,763</b>		<b>1,262,646</b>		
					<b>TOTAL 2017</b>						
					<b>NUMBER OF CALLS</b>	<b>MINUTES</b>					
					4,114	32,415					
					1,672,010	17,478,425					
					634,162	4,707,211					
					<b>2,310,286</b>	<b>22,218,051</b>					
					<b>192,524</b>						
					<b>1,851,504</b>						
					Monthly Average Calls						
					Monthly Average Minutes						

YEAR : 2018

TYPE OF CALL	INTERLATA		INTERNATIONAL		INTERSTATE		INTRALATA		LOCAL		
	NUMBER OF CALLS	MINUTES	NUMBER OF CALLS	MINUTES	NUMBER OF CALLS	MINUTES	NUMBER OF CALLS	MINUTES	NUMBER OF CALLS	MINUTES	
Direct Billed Collect	45	525	-	-	129	1,266	489	3,753	1,421	10,058	
Prepaid Collect	76,151	848,861	120	1,921	134,879	1,466,455	306,720	3,347,263	989,416	10,825,327	
Inmate Debit	33,767	281,584	28	-	54,669	462,704	123,746	1,020,596	464,282	3,553,993	
<b>Total</b>	<b>109,963</b>	<b>1,130,970</b>	<b>148</b>	<b>1,921</b>	<b>189,677</b>	<b>1,930,425</b>	<b>430,955</b>	<b>4,371,612</b>	<b>1,455,119</b>	<b>14,389,378</b>	
<b>Total Average Monthly Calls</b>	<b>9,164</b>		<b>12</b>		<b>15,806</b>		<b>35,913</b>		<b>121,260</b>		
<b>Total Average Monthly Minutes</b>	<b>94,248</b>		<b>160</b>		<b>160,869</b>		<b>364,301</b>		<b>1,199,115</b>		
					<b>TOTAL 2018</b>						
					<b>NUMBER OF CALLS</b>	<b>MINUTES</b>					
					2,084	15,602					
					1,507,286	16,489,827					
					676,492	5,318,877					
					<b>2,185,862</b>	<b>21,824,306</b>					
					<b>182,155</b>						
					<b>1,818,692</b>						
					Monthly Average Calls						
					Monthly Average Minutes						

**ATTACHMENT 4**

**Video Visits and Kiosk Information**

Average Monthly Video Visitation Calls: 1,569

**Video Visits and Kiosk Information**

	Visits - Remote	Visits - Atty (Remote)	Visits - Onsite	Grievances Submitted	Kites	Job View Users	Job View Users YTD	Job Views	Job Views YTD
Jan-18	1,492	1	7	978	17,885	8,462	8,462	52,472	52,472
Feb-18	1,718	8	10	792	17,391	8,549	17011	53,593	106,065
Mar-18	1,769	6	0	1,102	20,663	9,485	26496	66968	173,033
Apr-18	1,540	6	0	1,211	22,136	8,487	25,498	57,089	163,154
May-18	1,574	4	0	1,168	23,960	9,836	35,334	79,167	242,321
Jun-18	1,238	16	1	1,217	23,679	9,344	54,163	57,241	366,530
Jul-18	1,368	14	0	1,150	25,406	9,834	63,997	60,262	426,792
Aug-18	1,337	4	0	1,238	27,718	10,058	74,055	66,540	493,332
Sep-18	1,516	5	0	1,376	28,390	9,871	83,926	66,871	560,203
Oct-18	1,484	3	14	1,132	28,123	9,572	93,498	60,786	620,989
Nov-18	1,707	14	12	1,250	29,396	9,840	103,338	54,747	675,736
Dec-18	1,939	7	14	1,328	32,814	9,897	113,235	49,108	724,844
<b>TOTALS</b>	<b>18,682</b>	<b>88</b>	<b>58</b>	<b>13,942</b>	<b>297,561</b>	<b>113,235</b>	<b>699,013</b>	<b>724,844</b>	<b>4,605,471</b>

Dallas County Request for Proposal Inmate Phone Services

**Attachment No.5**  
**Price Proposal**

**RATES AND COMMISSIONS**

Please complete the following chart for the charges you propose for each rate and call type. Note: If more than one rate and commission structure is offered, please complete a chart for each optional package using the format below. (include voicemail inbound and outbound)

**Collect Phone Calls**

Call Type	1 <sup>st</sup> Min Rate	Add'l Min Rate	15 Min. Charge
Local			
IntraLATA			
InterLATA			
Interstate			
International			

**PREPAID CALLS**

Call Type	1 <sup>st</sup> Min Rate	Add'l Min Rate	15 Min. Charge
Local			
IntraLATA			
InterLATA			
Interstate			
International			

**DEBIT CALLS**

Call Type	1 <sup>st</sup> Min Rate	Add'l Min Rate	15 Min. Charge
Local			
IntraLATA			
InterLATA			
Interstate			
International			

### Video Visitation Calls

Call Type	1 <sup>st</sup> Min Rate	Add'l Min Rate	15 Min. Charge
Local			
IntraLATA			
InterLATA			
Interstate			
International			

### TDD/TTY/VRS (Video Relay Service-American Sign Language)

Call Type	1 <sup>st</sup> Min Rate	Add'l Min Rate	15 Min. Charge
Local			
IntraLATA			
InterLATA			
Interstate			
International			

### Other Technology (i.e. tablets and email)

Call Type	Inmate Rental for Device	Cost to Inmate per application	Per use cost (access/retrieval)
Tablet			
Email			
Other technology not specified above			

## Attachment No.6

### System Functionality/Technical Requirements Matrix

Vendors must submit a completed matrix with their RFP response and provide one of the following response codes for each item listed.

- Y = this feature is currently in production in vendor's proposed system (i.e., fully implemented and in use) in another entity's operations.
- T = this feature is currently developed and is in Alpha or Beta testing and is provided with the proposed solution
- U = this feature is not currently developed but can be added to the system. Please provide additional information if this response is provided.
- P = this feature is only partially available in the proposed solution.
- M = a modification would need to be made to the proposed solution to provide this feature.
- N = this feature is not provided.

Additional comments are encouraged and should be placed next to the response code.

FUNCTIONALITY	RESPONSE CODE	COMMENTS
<b>Security</b>		
System contains security features which prevent unauthorized individuals from accessing any information held by the Contractor		
Secure access to the system and the database shall be maintained at all times		
<b>Call Restrictions</b>		
System restricted to outgoing calls only.		
System provides a programmable time limit for calls with warnings for remaining time as call progresses.		
System allows for Dallas County to program times when the system will be operational, i.e. available or unavailable for inmate calls.		
During the call set-up process, the system provides a pre-recorded announcement identifying that the collect call is coming from a specific inmate at a Dallas County Jail.		
System states rate and complaint information, contains a toll free number for the consumer's use, announces this information to the answering party with the statement "All telephone calls will be recorded except attorney calls".		
<b>Language Requirements</b>		
System contains an automated announcement function capable of processing calls on a selective bilingual basis: English and Spanish		
Inmate has ability to select the preferred language.		
<b>System Requirements</b>		
System de-activates the PIN feature by individual inmate telephone, groups of telephones and/or entire facilities.		
System restricts inmate calls to prepaid collect and normal collect calls. Prepay calling option must allow friends and family members the ability to establish an account directly with the inmate.		
System has the capability to be deactivated (shut down), by County or Contractor staff, quickly and selectively, at an individual facility, partial facility or on a global basis and to restrict all PIN access.		
System provides the capability to flag any individual telephone number in the inmate's "Approved Number List" as "Do Not Record".		
System provides capability for assigning an inmate's phone access to an individual telephone or group of telephones so that the inmate's account may only place calls from those designated telephones.		

FUNCTIONALITY	RESPONSE CODE	COMMENTS
System has a "smart fail-safe" power down service which is initiated upon alert by the uninterruptible power supply (UPS) that the UPS has switched to battery power because of a commercial power failure or irregularity.		
System maintains all currently ongoing telephone calls for up to ten (10) minutes while blocking any additional call attempts after any commercial power failure or irregularity.		
The system is able to detect, notify, and prevent three-way or conference calls, except for those calls to attorney's or other approved numbers. Please provide a description of the process you have deployed on your platform and why you feel the technical approach provides the best 3-way detection solution.		
The system prevents the inmate or called party from dialing extra digits after the call is accepted unless to authorized destinations.		
The system allows extra digits to specified dialed numbers by the facility. Please describe process.		
The system provides remote monitoring of Inmate calls and can send calls in progress to investigators.		
The system identifies the name of the facility and the inmate placing the call to the called party.		
The system prevents "Hook-switch dialing," and other fraudulent activities. Please describe.		
The system allows call blocking of specific numbers for the entire agency and is configurable by each site.		
The system provides the ability to approve and disapprove specific phone numbers by telephone.		
The system has the capability to suspend an inmate privileges from placing a call and set a beginning and end date without the need to manually re-enable privileges.		
The system allows the inmate to record their name one time and store this recorded name for all future calls.		
The system provides a real time validation and prevention of calls that are forwarded. Please provide a description of the process you have deployed on your platform.		
The system has the capability to move an inmate or group of inmates from one facility to another without the need to re-enter information.		
The system allows department personnel to assign surveillance alerts by individual inmate PIN or dialed number. These alerts		



FUNCTIONALITY	RESPONSE CODE	COMMENTS
<p>should include, but not be limited to, the following features:</p> <ul style="list-style-type: none"> <li>a. Alert to an investigators cell phone or any direct dialed number.</li> <li>b. Allow real time listening of conversation in progress.</li> <li>c. Allow the ability to disconnect the call in progress.</li> <li>d. Allow barge-in and talk capabilities and return back to listen only mode.</li> <li>e. Allow investigators to assign and enter a PIN when alert call is received.</li> <li>f. Allow the ability to hide the alert from other authorized users that have access to the system.</li> <li>g. Allow investigators to enter optional e-mail address to receive notification of calls by inmates and to dialed numbers that are under surveillance.</li> </ul>		
<p>The system provides the ability for investigators to attach case-notes to a call and view it from a report such as a call detail report.</p>		
<p>The system provides the ability for investigators to perform analytical data research of inmate calls and numbers called.</p>		
<p>System provides the capability to identify calls to Cell Phones and provide the following investigative capabilities:</p> <ul style="list-style-type: none"> <li>a. Display and store cell phone termination locations at call acceptance and call end</li> <li>b. Ability for user to create user-defined geofences through which the user can specify a mileage radius around a facility address or around a known point of interest such as a drug house.</li> <li>c. Set up Covert Alerts to notify the user when a call is placed to a cell phone within the defined GEO fence.</li> <li>d. Provide real time notifications of calls terminating within a GEO fence.</li> <li>e. Display location of cell phone calls on an active integrated map.</li> <li>f. Obtain location of a single phone number in real time from the wireless carriers when uploading</li> </ul>		

FUNCTIONALITY	RESPONSE CODE	COMMENTS
a warrant or court order		
The system allows investigators to share notes about a call or keep them private if they choose and use text entries, such as a case number or a specific gang affiliation in the case-notes as the search criteria to retrieve specific case-notes with the associated call detail record as well as providing the ability to do a full text search against the notes attached to the call.		
The system protects the recording from being purged when the client storage policy expires by allowing the investigators or other authorized staff to extend the expiration date of the associated call or download.		
<p>The system has the capability to download a call directly from the call detail report as well as allowing authorized staff to copy multiple calls to a folder for download at a later time with the option to e-mail a link to calls resident in the folder.</p> <p>The system allows recordings to be downloaded in the recording's native format as well as .WAV and .MP3 formats and allows recordings to be downloaded as a compressed file.</p>		
<b>Network and Infrastructure Requirements</b>		
System includes a monitoring component that is capable of being accessed from a vendor provided dedicated monitoring terminal and/or through a vendor provided secure Internet connection from desktop, laptop or remote means by authorized County personnel who have appropriate security clearance		
Indicate the numbers of authorized users that will have access to the monitoring capability.		
System capable of interfacing with network services provided by local exchange carriers as well as inter-exchange carriers. This includes analog, digital or VOIP facilities.		
List the types of network services to which the system will interface and the purpose (use of a specific application) of such services for Dallas County.		
<b>Database Requirements</b>		
System maintains a data record of all transactions made (attempted calls, completed calls, blocked calls, etc.) through the inmate telephone system be maintained in a database for monitoring and analysis of inmate telephone calls.		
System alerts staff of possible trends with inmate calls that could jeopardize the security of inmates, staff, or facilities.		
System generates/creates a centralized system database that provides the capability for every call in and out of the system to be recorded with a transaction record that includes, at a minimum, a recording of the telephone call in a .wav or other format.		
Database is maintained in such a manner as to allow authorized personnel the capability to review and monitor inmate call data regardless of which County facility is housing the inmate.		
Database has the capacity to contain multiple data fields.		
System provides the capability for Dallas County to download reports from the database, through secured internet access.		
Access provided to the database through a secure web server so Dallas County can retrieve and download and further analyze certain data. The response should detail how the Contractor		

FUNCTIONALITY	RESPONSE CODE	COMMENTS
proposes to provide this access.		
System capable of recovering all inmate telephone data for all locations, to the point of full service operation, using a data backup.		
System performs all service and database back-ups and archiving.		
Contractor provides all archival hardware, supplies, network and recovery procedures that will ensure that no data is lost.		
Database has duplicate data storage devices with automated fail-over and automatic reestablishment of the duplicate databases upon replacement of the failed storage device and shall be equipped with automated fire detection and suppression equipment.		
System provides that all data be recorded with a historical transaction record and stored/archived for retrieval/backup in a database that is available when requested.		
Current and historical call detail data files retained for a period of three (3) years by the Contractor.		
Archived/historical information available at no charge to Dallas County after termination of the contract. All data shall remain the property of Dallas County.		
<b>System Calling Protocol Requirements</b>		
System only initiates calls in a "collect call" mode (prepaid or normal collect calls) to land lines (non-cellular) and to cellular phones (prepaid) with Billing Number Addresses (BNA's).		
Call set-up time does not exceed six (6) seconds from completion of dialing to first ring.		
System does not provide a second dial tone to an inmate telephone without the inmate hanging-up the telephone receiver after the first call is completed.		
Each call placed through the system is electronically identified by the system as being a call originating from a Dallas County Jail in 100% of the cases with or without the accompanying inmate PIN.		
Selected phones can be programmed to place calls without PINs.		
System provides the option of either English or Spanish voice messages or prompts as programmed through a single prompt at the beginning of each call.		
The language provided is controlled by the inmate's account information.		
Note: Contractor <b>shall</b> provide a list of available languages.		
System provides automated notification to an inmate of the call status (i.e., ringing, busy, etc.). This notification may either be in the form of ringing, busy tones, Special Information Tone (SIT), or appropriate recorded messages.		
System allows the inmate to hear the processing of the placed call to determine if a SIT with message or an answering device (i.e., answering machine, voice mail, etc.) has answered the call.		
Allow incoming callers the option to leave a voice mail for offender (recorded and stored)		
At no time does the system allow the inmate to speak (restricted voice channel) until the called party has accepted the call.		
System has the capability of announcing to the called party the name of the calling inmate, informing the called party how to accept calls and announcing to the called party the call charge rate, prior to acceptance, when a call is placed. The activation or deactivation of these features is determined by Dallas County.		
If the party called does not accept a call, or if no one answers the call, the system informs the inmate of the situation and does not simply disconnect the call.		

FUNCTIONALITY	RESPONSE CODE	COMMENTS
System allows for a minimum "ring time" prior to disconnecting the inmate call.		
System has the capability of allowing a called party to deny all future calls of a particular type from an inmate and shall provide notice to the inmate placing the call of such action.		
System has the capability to accept the called party's response via Dual Tone Multi Frequency (DTMF) Touch-Tone Pad input from the telephone and voice response.		
System has the capability to interject messages into a telephone call at random intervals (i.e., "this call is from a Dallas County Jail", "remaining time is ___ minutes" etc.).		
List any other functionality provided by the system.		
The Contractor can maintain a grade of service of P.01 (one caller out of 100 will be blocked) regardless of the number of telephones, facilities, application or users.		
<b>System Disaster Recovery</b>		
System includes a written Disaster Recovery Plan and Continuity of Operations Plan and associated internal system equipment that shall be capable of providing for support in case of failures in power, telephone system, data networking and Contractor's equipment at IPS host site through the user-level equipment provided by the Contractor, and for all natural or man-made disasters including flood or fire at the host facility.		
The system is capable of recovering from a power outage automatically or remotely once commercial power is restored.		
Redundant Data Center – must have a second "off-site location" to store all phone/video/grievances/Kites		
<b>System Technical Assistance</b>		
The Contractor can provide remote diagnostic support and troubleshooting technical assistance for system and equipment twenty-four (24) hours a day, seven (7) days a week, including holidays.		
The Contractor can provide the authorized users a toll free contact number, answered, twenty-four (24) hours a day, seven (7) days a week for the purpose of reporting problems that might be experienced.		
The Contractor will provide on-site IPS Administrator.		
The Contractor will provide on-site IPS Technician.		
Full Time on site Video Visitation Service Technician		
Full Time dedicated system administrator for Video/Grievance/Kite resolution		
<b>Personal Identification Numbers (PINs)</b>		
A PIN system is currently in use in Dallas County. The Contractor's implementation plan must address creating/retaining PINs for current inmates. The Contractor must also provide procedures for updating and deleting these PINs upon an inmate's release.		
The system provides Personal Identification Numbers (PIN) for inmates		
The system can restrict use of the service through authorized PINs assigned to each inmate.		
Contractor issues and maintains all PIN information		
System allows individual PINs to be shut-off upon request of staff at the facility.		
When an inmate transfers to a different facility, that inmate's PIN account also transfers.		
System utilizes the PIN feature for any call mode, either prepaid or normal collect calls.		
Each PIN has a "class of service" assigned. For example, each PIN has a list of allowable telephone numbers, and or other information.		
System provides call restrictions by PIN that provide Dallas County		

FUNCTIONALITY	RESPONSE CODE	COMMENTS
<p>the option of implementing any or all of the following restrictions by PIN designation:</p> <ul style="list-style-type: none"> <li>• Inmates can be either approved or not approved to make telephone calls by PIN;</li> <li>• Inmates, via the PIN, can be restricted to a specific telephone or group of telephones;</li> <li>• Limit duration of call: Maximum call duration can be set globally (all PINs), by site, by facility area or by individual inmate's PIN;</li> <li>• Maximum call duration can be set for each type of call: local, intralata, interlata, interstate, intrastate and international;</li> <li>• Restrict time of day calling: An allowed calling schedule can be provided for each specific PIN, by facility area, by site and globally (all PINs). The global restrictions can take precedence over individual PIN restrictions;</li> <li>• Restrict an inmate under disciplinary action from placing any or all calls assigned to his particular PIN with the exception of privileged numbers (i.e., attorney, approved clergy and social work professionals).</li> </ul>		
<p>PIN feature ensures that the automated operator function uses the inmate's pre-recorded name (recorded in either the inmate's voice or language, or in the voice of an administrator) to announce to the called party from whom the call is originating. Identification of the specific inmate and thus the announcement of the inmate's name are performed by the PIN assignment.</p>		
<p>System allows for approved destination telephone numbers to be assigned and restricted by individual PIN.</p>		
<p>PINs allow each inmate to maintain a list of authorized telephone numbers not to exceed a maximum total of ten (10) numbers not including privileged telephone numbers.</p>		
<p>PIN feature allows the recording of inmate calls to be discontinued when certain predetermined telephone numbers (privileged telephone numbers) are called.</p>		
<b>Inmate Phone Access Information/Approved Number List</b>		
<p>A number list option is currently in use in Dallas County. The Contractor's implementation plan must address transitioning these lists for current inmates. The Contractor must also provide procedures for updating and deleting these lists upon an inmate's release.</p>		
<p>Contractor provides Service Representatives (can be accomplished by assigned site personnel) for entering Inmate Phone Access Information in the Inmate Telephone System. What is the timeline for the entry of this data? Inmate Phone Access information fields shall include, but not be limited to, inmate name (first, middle, last), PIN number (5 digits minimum), County facility, ten (10) approved telephone numbers by terminating number, privileged numbers; comments field, language preference field, account activation date, date of arrival, current status, alert levels, etc.</p>		
<p>Authorized County personnel have the capability to enter, modify and delete any information for any inmate phone access information including an inmate's "Approved Number List".</p>		
<b>Call Requirements</b>		
<p>Contractor ensures that prepaid and collect calling is available for all locations within the North American Dialing Plan. In addition, the Contractor provides a list of all countries (outside of the United States) that can be reached via the IPS operating in a "collect call only" mode.</p>		
<p>Call acceptance by the called party accomplished through caller confirmation ("positive acceptance").</p>		
<p>At no time shall an inmate be automatically connected to a "live"</p>		

FUNCTIONALITY	RESPONSE CODE	COMMENTS
operator. The only exception to this requirement is that international collect calls through a live operator will be allowed when the country being called accepts collect calls.		
Collect calls not connected nor does billing commence until the called party indicates acceptance of the call. All non-prepaid calls shall be directly billed to the Billing Number Address (BNA) by the Contractor.		
Contractor provides a toll free number which will be clearly shown on the called party's bill for assistance in billing matters.		
The Contractor ensures Caller ID is not available for any call placed through the system and the called party has no other means of identifying the number from which a call is placed.		
Contractor does not charge for calls that result in Special Information Tones (SIT), "ring/no answer", or "busy" conditions.		
The Contractor provides local exchange service for collect-only calling use at each County facility listed at Attachment 1. The Contractor ensures that the system is capable of identifying a dialed number as local, based on the pay telephone calling area, and of correctly rating and routing the call.		
<b>Prepaid Collect Call Service (PPCCS)</b>		
Contractor allows families and friends to establish a PPCCS account(s) with the Contractor for billing purposes so that inmates can call pre-authorized numbers that may not be accessible via normal collect calling. Any calls billed to a family or friend's prepaid account shall meet the same security requirements as set forth for normal collect calls.		
Contractor ensures that notice of the prepaid account availability is provided when a party receives a call and shall offer the option of being connected to a live operator for the purpose of establishing a prepaid account, if a normal collect call cannot be completed by the inmate due to billing issues.		
Contractor's PPCCS <b>shall</b> allow the called party (family and friends) to deposit money into a PPCCS account by multiple means (i.e. check, money order, credit card, and/or latest pay system).		
Contractor provides instructional brochures explaining the process for establishing prepaid collect services for family and friends' prepaid accounts.		
<b>Inmate Hotline</b>		
Contractor has a component within the system that creates an inmate "hot line" accessible from any telephone instrument within the system.		
<b>Inmate Phone Station Equipment ("IPSE")</b>		
All IPSE required for service delivery is new or refurbished to like new condition and consists of two (2) types of telephones: <ul style="list-style-type: none"> <li>• Type 1, which will be the majority of inmate telephones installed, shall be permanently mounted wall telephones meeting the specifications outlined in this RFP.</li> <li>• Type 2 shall be portable or "movable" cordless inmate telephones.</li> </ul>		
All IPSE has the physical and design characteristics that meet or exceed all of the following technical standards: <ul style="list-style-type: none"> <li>• A chrome-plated Dual Tone Multi-Frequency DTMF tone dial that is water, flame and shock resistant.</li> <li>• A hearing aid compatible handset.</li> <li>• A steel housing that protects the electronic components of the telephone.</li> <li>• A paint/finish that is mar and scratch resistant.</li> <li>• A faceplate with concise dialing and operating instructions.</li> <li>• An industry standard design.</li> </ul>		

FUNCTIONALITY	RESPONSE CODE	COMMENTS
<ul style="list-style-type: none"> <li>• A tamper-proof housing.</li> <li>• A floating case hardened metal plate to prevent side drilling entry.</li> <li>• Dialing Instructions and "This Call is Being Recorded" warning statements in English and Spanish on each telephone instrument in a manner that reduces the possibility of the notice being destroyed. Labels or other accessible surface instructions will not be acceptable to meet this requirement. This information must be kept legible and accurate throughout the duration of the Contract.</li> <li>• A unique number, physically imprinted on each telephone instrument so that Department staff can see the number for the purposes of reporting trouble and troubleshooting problems. As telephone instruments necessitate replacement, they shall be numbered by the Contractor. As new telephone instruments are added or replaced, they shall be identified in the same manner and all appropriate paper work shall be updated to reflect the addition.</li> <li>• An armored handset cord that is resistant to stretching and breaking.</li> <li>• Installation reinforced by security studs to prevent easy removal of telephone.</li> </ul>		
<p>The IPSE does not include coin entry slots or coin return slots regardless of whether these functions are disabled on the station equipment (standard pay telephone requirements excluded).</p>		
<p>All IPSE meets or exceeds the following capabilities:</p> <ul style="list-style-type: none"> <li>• True dual-tone multi-frequency (DTMF) compatibility.</li> <li>• The IPSE shall not be capable of being used to program any feature of the IPS.</li> <li>• The IPSE shall not be programmable for any purpose.</li> <li>• Reduction of background noise through the use of confidencers or directional microphones in the handset.</li> <li>• Volume controls that allow inmates to amplify the called party's voice.</li> <li>• Powered by the telephone line and requiring no additional power source, with the exception of cordless telephones as described above.</li> <li>• Compatible with Telecommunications for The Deaf (TDD/TTY) equipment.</li> </ul>		
<p>All IPSE capable of being Americans with Disabilities Act (ADA) compliant. Twenty-five percent (25%) of all phones have volume control capability.</p>		
<p>Coin (pay) phones are of a type equivalent to those currently installed at those locations reflected at Attachment 2.</p>		
<b>TDD/TTY Equipment</b>		
<p>TDD/TTY is provided for inmate use at all locations specified at Attachment 1 except Cook Chill.</p>		
<p>Minimum requirements for TDD/TTY equipment include:</p> <ul style="list-style-type: none"> <li>• Portability, such that it can be used with any IPS station set at Dallas County institution.</li> <li>• The ability for keyboard entry.</li> <li>• A display (i.e., LCD, LED, etc.) and a printer device.</li> <li>• System shall have the ability to accommodate inmates needing to communicate using American Sign Language (ASL). A basic Video Relay Services (VRS) feature are required.</li> </ul>		
<b>Coin-Operated Public Telephone Equipment</b>		

FUNCTIONALITY	RESPONSE CODE	COMMENTS
Coin-operated telephones are provided for public use at those locations identified at Attachment 2. These telephones meet all FCC regulations regarding alternate carrier access.		
<b>Response and Repair Times for Service Calls</b>		
For routine service, the Contractor responds to the service problem within four (4) hours of initial request for service report by a Dallas County facility.		
Contractor provides the Dallas County facility with the status of requested items within six (6) hours of the initial service request.		
All routine service completed within twenty-four (24) hours of the initial service request.		
For a major emergency, the Contractor responds to the service problem within one (1) hour of initial request for service report by a Dallas County facility.		
The Contractor provides the Dallas County facility with the status of the emergency within 3 hours.		
All major emergency service completed within twelve (12) hours of the initial service request		
Contractor provides escalation procedures to address inadequate response to service calls, frequent repetition of the same service problem, inadequate repairs to service, etc.		
<b>Reporting Requirements</b>		
<p>Inmate Telephone System Generated Reports</p> <p>System allows Dallas County to generate the following “canned” reports directly through an interface accessible through a secure internet site or via dedicated monitoring terminals. The database is capable of maintaining a record of all reports that are downloaded, with the date and time of the download, and the name of the person who performed the download. All reports have the capability of being queried, sorted or filtered by any field contained in the report or by data parameters, as applicable, and reports shall be readable on screen, printable and shall be downloadable into a Microsoft Excel format. Reports can also be viewable via a user-friendly interface. This interface shall be, at a minimum a Graphical User Interface (GUI) such as Windows 10 min.</p> <ul style="list-style-type: none"> <li>• <b>Authorized Users Report:</b> The system provides a real time report of all County and Contractor authorized users. This report includes user name, status (active or inactive) and corresponding dates, user title and facility location.</li> <li>• <b>Approved Calling List Report:</b> The system provides a real time report of each inmate’s approved calling list of ten (10) numbers. This report includes inmate name, inmate PIN #, inmate’s facility location, name and phone numbers of everyone on the inmate’s calling list and Billing Number Address (BNA) for all numbers. The system also maintains a cumulative historical calling list for each inmate, showing all numbers that have been added or deleted from the inmate’s list and the corresponding dates.</li> <li>• <b>Comprehensive Outgoing Call Report:</b> The system provides a real time report of all outgoing calls made from all Department facilities. This report includes inmate name, inmate PIN #, inmate’s facility location, phone number called, date and time of call, length of call and BNA for number called.</li> <li>• <b>Duplicate Number Report:</b> The system provides a real time report of all outgoing telephone numbers that appear on the active call lists of two or more inmates. This report includes phone number, BNA for number called, inmate</li> </ul>		



FUNCTIONALITY	RESPONSE CODE	COMMENTS
<p>name, inmate PIN #, and inmate's facility location.</p> <ul style="list-style-type: none"> <li>• <b>International Call Report:</b> The system provides a real time report of all overseas/international calls made. This report includes inmate name, inmate PIN #, number called, BNA for number called, inmate's facility location, date and time of call, length of call.</li> <li>• <b>Alert Level Report:</b> The system provides a real time report of all calls that generated an alert notification in the system. This includes three-way calls, as well as any other calls programmed to send an alert notification. This report includes date and time of call, number called, BNA for number called, inmate name, inmate PIN #, and type of alert.</li> <li>• <b>Ad Hoc Reports:</b> The Contractor provides Dallas County ad hoc reporting from the system upon request from the County. Responses should include the time frame within which these reports will be made available.</li> </ul>		
<p><b>Contractor Submitted Reports</b> The following reports (except the Annual Commission Report) are capable of being submitted by the Contractor in "electronic" format on a monthly basis no more than fifteen (15) days following the end of the previous month.</p> <ul style="list-style-type: none"> <li>• <b>Commission and Call Detail Report/Supporting Documentation for Monthly Activities:</b> The Contractor submits as supporting detail for the monthly activity, Call Detail Report in detail sufficient to allow the County to audit charges to the inmates.</li> <li>• The Activity and Call Detail Report consists of the following: A list of all inmate calls made by PIN, time connected, time disconnected, rate charged [both per minute and total charge, separating any surcharge], duration of call, and called number and any other information necessary for the Department to independently calculate the gross revenue. The report is submitted monthly shall be – electronical and shall also reflect the gross revenues generated by all inmate phones. Hard copies available upon request</li> <li>• <b>Equipment Report:</b> The system provides a real time report of all assigned equipment (in use) and inventoried equipment containing a serial number. This report includes description/type of equipment, serial number, facility location (including specific dormitory or other unique location), and assigned telephone number (for phone instruments).</li> <li>• <b>Trouble Ticket/Repair Time Report:</b> The system provides a real time report of all trouble tickets and repair times that are reported to the Contractor. This report includes the assigned number with trouble, location (including specific dormitory or other unique location), date and time trouble was reported, cumulative downtime as a result of trouble, downtime reason (e.g. processor failure, power failure, station failure, trunk failure, etc.) and date and time trouble was cleared.</li> <li>• <b>Ad Hoc Reports:</b> The Contractor provides Dallas County ad hoc reports upon request of the County. Responses should include the time frame within which these reports will be made available.</li> </ul>		
<b>Staff/Service Requirements</b>		
The Contractor has direct oversight and will be responsible for and monitor the performance of all contractor staff performing services under the Contract.		

FUNCTIONALITY	RESPONSE CODE	COMMENTS
<p>The Contractor provides an adequate level of staffing for provision of the services outlined herein and shall ensure that staff providing services is appropriately trained, qualified and licensed, if required.</p>		
<p>The Contractor, in compliance with Texas Commission Jail Standards, provides the following positions, at a minimum, in support of this contract:</p> <p><b>1. IPS System Administrator</b>  The IPS System Administrator position is a minimum full-time position, dedicated to Dallas County, directly responsible for overall operational performance of the contract, including account management, troubleshooting, training, and any other responsibilities agreed upon by the County and the Contractor. This individual shall have a minimum of three (3) years' experience within the last five (5) years at the management level, providing direct administrative oversight of telephone services.</p> <p><b>2. Field Repair/Site Technician(s) (state number provided)</b>  Field Repair/Site Technician positions shall be directly responsible for providing preventative maintenance on the system, shall assist with installation of equipment, provide technical support and repairs as necessary, assist in on-site instruction and provide training for Department personnel to ensure customer satisfaction. These individuals shall possess a High School Diploma or GED and have two years' minimum experience with a computer-based telephone system similar to the type required in this contract.</p> <p><b>3. Service Representative(s) (state number provided)</b>  Service Representative positions shall be directly responsible for making changes to the inmate phone access information including entering of approved inmate PIN and authorized calling numbers, verification of Billing Number Addresses, assistance to authorized County personnel, and shall provide customer service relative to the Inmate Phone Service. These individuals shall possess a High School Diploma or GED, be computer literate and have related experience in the provision of services of the type required in this contract.</p>		
<p>Vendor can respond to all major service outages within two hours. Major outage is defined as the loss of 25% or more of the functionality of the system.</p>		
<p>Vendor has established service policies and procedures (attach this to the response).</p>		
<p>Vendor has an established maintenance and quality assurance program for telephones to be installed.</p>		
<p>Vendor has an established method of determining service interruptions and service call priorities. List response time for each priority and the level of expertise devoted to each priority.</p>		
<p>System has remote diagnostic capability.</p>		
<p><b>Hosted Video Visitation – Hardware Requirements</b></p>		
<p>Inmate kiosks and visitor terminals include, at a minimum:</p> <ul style="list-style-type: none"> <li>• A detention grade hardened steel enclosure with rounded corners which prevents spills from entering the enclosure</li> <li>• A shatterproof 15-inch minimum LCD or larger</li> </ul>		

	FUNCTIONALITY	RESPONSE CODE	COMMENTS
	<p>touchscreen monitor</p> <ul style="list-style-type: none"> <li>• A camera</li> <li>• One detention grade audio handset per terminal, or two detention grade audio handsets per terminal</li> <li>• H.264 standards based videoconferencing Encoder/Decoder</li> <li>• Assembled from non-proprietary, off-the-shelf computer components</li> </ul>		
	Terminal can access the web-based application and be enabled for touch screen inputs.		
	Terminal does not have any openings exposed to the user. This includes all wiring and ventilation holes.		
	Terminal has built-in LED lighting that automatically activates during video visitation sessions and automatically ends when the video visitation session completes and / or disables during all other functions.		
	Terminal has the option for one or two handsets or a hands free device.		
	Terminal has sufficient ventilation fans and vents to allow for proper cooling.		
	Proposed terminal for use in inmate areas meets standards for space utilization and equipment as defined by the Texas Commission on Jail Standards.		
	Provide wireless/rechargeable Kiosk/phone capability where needed - West Tower/Single Cell designated areas		
	<b>Has the capability to provide tablet technology to compliment the kiosk/video visitation.</b>		
	<b>Hosted Video Visitation - Software Requirements</b>		
	Software updates free of charge to Dallas County.		
	Capability to scan and add paper documents into existing inmate grievance electronic files - DCSD needs the ability to add a paper documents to an existing electronic grievance submitted by an Inmate		
	The system includes visitation scheduling, user management, policy management software, is web-based and allows for administration of visitation sessions and visitation operations based on Dallas County policies.		
	<p>System includes scheduling, automation, policy management and usability functionality:</p> <ol style="list-style-type: none"> <li>i. The system assigns a unique identification number to each inmate and user.</li> <li>ii. The system has a multi-lingual interface (English and Spanish at a minimum)</li> <li>iii. The system provides ad-hoc 1-to-1 or 1-to-many chat sessions between authorized users.</li> <li>iv. The system supports multiple facilities in multiple locations with multiple housing units.</li> <li>v. The system provides web-based visitation</li> </ol>		

	FUNCTIONALITY	RESPONSE CODE	COMMENTS
	<p>scheduling for authorized users (Corrections Services staff, attorneys, the public) utilizing any standard web browser.</p> <ul style="list-style-type: none"> <li>vi. The system displays pending visits</li> <li>vii. The system allows users to easily and simply schedule visitation sessions.</li> <li>viii. The system requires visitors to provide photo ID for a visitation session.</li> <li>ix. The system only displays timeslots that meet Dallas County policies.</li> <li>x. The system conducts conflict checking and display times which are available.</li> <li>xi. The system allows users to easily change their personal information (i.e., password, address, phone number, etc.).</li> <li>xii. The system sends an email to a visitor when a visit is scheduled, modified, or cancelled.</li> <li>xiii. The system is capable of rescheduling a timeslot if a scheduled visit is cancelled.</li> <li>xiv. The system assigns unique visitation identification numbers for every visit for reporting and tracking.</li> <li>xv. The system uses set durations based upon Dallas County policies for each visit.</li> </ul>		
	<p>System provides a visual warning message to inform the visitor that the session will be ending in "XX" minutes.</p>		
	<p>System provides different levels of functionality to users based on user type. For example:</p> <ul style="list-style-type: none"> <li>i. Administrators: create/manage/edit – users, schedules, etc.</li> <li>ii. Users: create/manage/edit their own schedules</li> <li>iii. Read-only user: can only view scheduled visits</li> </ul>		
	<p>System requires a unique username and password that will dictate to the user their level of functionality.</p>		
	<p>System provides information for tracking inmate and visitor activities and patterns by, at a minimum, the following:</p> <ul style="list-style-type: none"> <li>i. Inmate booking number</li> <li>ii. Inmate name</li> <li>iii. Visitor name</li> <li>iv. Date and time of visit</li> <li>v. Inmate video visitation station and</li> </ul>		

FUNCTIONALITY	RESPONSE CODE	COMMENTS
vi. Daily, weekly and monthly visit statistics		
System provides an audit trail of all activity (i.e., user login times and locations, which users have scheduled/modified/cancelled a visit, etc.).		
System provides for an Exclusion List which allows Dallas County to set visitor exclusions (i.e., Visitor A is allowed to visit with anyone in the jail EXCLUDING one or more selected inmates) because they are known gang affiliates, contraband smugglers, etc.		
System provides Cancellation/Interruption Broadcast capabilities. The Dallas County staff will be able to interrupt ongoing visits and deliver either audible, written, or video message (warnings), as well as having the capabilities of reconnecting the session back together.		
System provides for an Inmate Visitation Request which will allow an inmate to request a visit by filling out a form on the visitation terminal and choosing whether to deliver the pre-populated messages via text/voicemail/email.		
The system provides authorized users the ability to do searches and create reports.		
System provides a way to display scheduled visits to Staff so they know where and when an inmate needs to be available for pending video visits.		
<p>System shall allow for visitation recording.</p> <ul style="list-style-type: none"> <li>i. Visits will be recorded ad-hoc, by user type, or selected when scheduling the visit</li> <li>ii. Recorded visits will be searchable and viewable</li> <li>iii. Recorded visits will be stored for 90 days</li> <li>iv. Dallas County can lock certain recordings such that they will not be purged as part of the standard retention duration</li> </ul>		
System provides for a Visitation Rules Server that allows for configurable rules to be established in order to encourage usage and minimize the number of people in the lobby. Visitation rules are configurable for both detailed and promotional rules that will automate subscriber promotions such as discounted/free visits (i.e., one free visit per new subscriber, one free visit per inmate, etc.).		
System is able to communicate with the video hardware at the time of a scheduled visit so that the visitation session will automatically begin without staff involvement.		
System allows for visitation recording.		
System allows for configurable settings for screen resolution and bandwidth requirements.		
Scheduling of video visitation sessions is performed on the Contractors website.		
System provides for commissary ordering via touch screen inputs.		
The system provides for sick call reporting via touch screen inputs.		
System provides for the ability for the electronic mail to be fully automated. NOTE: Staff should be able to review messages and, if approved, allow them to be delivered to the terminal screen.		
<b>Hosted Video Visitation – Technical Requirements</b>		
System is a complete TCP/IP-based system. All video and audio streams between the terminals, visitors, and management equipment (servers) is transmitted over TCP/IP Ethernet.		
System consists of inmate terminals connected over a 100 Mbps dedicated Ethernet network so that any terminal can be connected to any other terminal.		
Terminals are able to access the video visitation solution via local area network (LAN) or via a broadband internet connection (DSL, cable, etc.) using a computer, laptop or tablet that is web camera		

FUNCTIONALITY	RESPONSE CODE	COMMENTS
and headset enabled.		
<p>System utilizes:</p> <ul style="list-style-type: none"> <li>i. High quality video using low bandwidth.</li> <li>ii. Recorded visits are searchable and viewable and can be downloaded to external media.</li> <li>iii. Video Transmission Speeds: 64 Kbps – 2 Mbps</li> <li>iv. Wide range of video resolutions and bit rates: CIF (352 x 288 pixels), SIF (352 x 240 pixels), QCIF (176 x 144 pixels)</li> </ul>		
<p>System is designed for:</p> <ul style="list-style-type: none"> <li>i. Up to 30 frames per second of high quality video at 384+ Kbps</li> <li>ii. Up to 15 frames per second of high quality video at 64 – 320 Kbps</li> <li>iii. Constant or variable bit rate and frame rate</li> <li>iv. System provides encryption for all visits</li> </ul>		
Hosted Video Visitation – Service, Support, Installation, Testing and Training Requirements.		
A. Contractor will work with Dallas County to determine the exact times when Hosted Video Visitation equipment can be replaced to reduce “down time”. Video Service, Support, Installation, and Training.		
Contractor provides support for video visitation system that includes a 24/7/365 US based call center fully owned and operated by the proposer.		
B. Bidder will provide system testing which simulates normal operating conditions of the installed Hosted Video Visitation Solution to ensure proper performance after hardware and software configuration is complete. This simulation must include full traffic load representing high traffic situations for visitation traffic.		
C. Bidder agrees to Dallas County’s right to require the replacement of any network service or system component whose failure to meet required performance levels during testing has risen to a chronic problem level.		
Contractor provides all end-user training to Dallas County at no cost.		
Contractor provides all end-user training on site at the various Dallas County facilities.		
Contractor provides full training for all system users including full-time system administrators, part-time system administrators, special investigators, and data entry specialists, etc.		
Contractor provides ongoing system training for existing Dallas County personnel when required by Dallas County at no cost.		
Contractor provides additional training for new Dallas County personnel when required by the Dallas County at no cost.		
System includes an integrated help function for system operation, administration, reporting and management functions.		

FUNCTIONALITY	RESPONSE CODE	COMMENTS
Contractor will provide a "live" Help Desk support function to Dallas County at no cost to the Dallas County during the term of this contract. This Help Desk function will be capable of providing support via telephone to the Dallas County Hosted Video Visitation Solution personnel for the functions of the Hosted Video Visitation Solution and is available 24 hours a day, 7 days a week, 365 days per year.		
The "live" Help Desk support function provided by the Contractor is located within the continental United States.		
Contractor warrants that the system installed for Dallas County facilities shall be free of defects, irregularities, unprofessional installation, code violations and shall operate as designed and proposed. Should the system not operate as designed and proposed or violate any local, state or federal code, the Bidder will immediately correct the defect or irregularity or bring the system within code and performance specifications at no cost to Dallas County.		
Contractor will provide all post installation system programming and maintenance services at no cost to the Dallas County.		
D. Maintenance service is available on its Hosted Video Visitation Solution seven days per week, twenty-four (24) hours a day, 365 days per year.		
System provides remote diagnostics and maintenance capabilities.		
E. Contractor will replace the system in its entirety or its individual components regardless of cause including, but not limited to, normal wear/use, inmate abuse, natural disaster, or inmate unrest. This system or component replacement will be performed at no cost to Dallas County and will occur immediately upon notification to the Bidder of the system problem by the Dallas County facility.		
All maintenance calls from the Dallas County will be answered by a "live" operator/service representative located within the United States at all times. Preferably a dedicated "live" operator/service representative		
The system allows for integration with or data retrieval from Dallas County Jail/Offender/Inmate Management System and uses the same inmate identification number as created by the Jail Management System to identify the inmate on the video visitation system.		
<b>Investigative Software</b>		
The system offers investigative software for law enforcement.		
Investigation software is wholly owned by the proposer and does not use another contractor or vendor.		
Investigation software is completely integrated with the calling platform and does not require the export and import of inmate call records, inmate account information, or called party billing name and address information related with Dallas County. Please describe your solution and related features.		
The investigation software provides a way to import data from public phone records and cell phones, including contacts, emails, text messages, call records, and pictures. Please describe your solution and related features.		
Investigation software analyzes data between multiple correctional facilities, so as not to limit the investigation to only Dallas County. Please describe your solution and related features.		

FUNCTIONALITY	RESPONSE CODE	COMMENTS
Investigation software is able to notify investigators when information is found related to any report or analysis previously configured. Please describe your solution and related features.		
Investigation software provides investigators with the ability to share information with other investigators. Please describe your solution and related features.		
Investigation software allows investigators to schedule reports and analysis. Please describe your solution and related features.		
Investigation software must be able to identify an inmate's closest associates (Inner Circle) and show changes that may occur.		
System identifies called party billing name and address and includes these called parties as entities in the investigation software. Please describe your solution, related features, and how many billing name and addresses are in your system today.		
Investigation software provides calling frequency and statistics.		
Investigation software provides a contact listing for called party information.		
Investigation software provides capability to import cell tower information obtained from public phone companies such as AT&T and Verizon.		
Investigation software provides analysis based on pattern dialing.		
Investigation software identifies gaps in inmate calling behaviors.		
Investigation software identifies linkages between multiple parties, whether those parties are inmates or constituents to include two entity linkage analyses.		
The investigation software shows information on a map that allows investigators to add or remove information from the map as it may suit their investigation. Please describe your solution and related features.		
Investigation software identifies changes in inmate contact phone numbers (contact swap).		
<b>Investigation software with link analyst capability (phone and video visitation).</b>		
<b>Call Monitoring &amp; Recording</b>		
The system maintains all call recordings centrally on SAN storage technology and does not use tape drives for primary storage of call recordings.		
The stored call recordings are maintained at the vendor's central depository and remain for a period of time as requested by Dallas County.		



FUNCTIONALITY	RESPONSE CODE	COMMENTS
All call recordings are stored online and available through the online user interface for a minimum period of six months.		
Facility personnel are able to search call recordings by dialed number, date, time, inmate account, or site name.		
Facility personnel are able to simultaneously live monitor conversations while the system is recording the conversations.		
Facility personnel can monitor, disconnect, and / or barge into a live call.		
The system has the ability to have a selectable scan of all live calls in progress		
The system provides a call history through live monitoring to allow personnel to see recent activity for phone numbers and phones without navigating away from live monitoring.		
<b>Inmate Multi-Function Kiosk Software and Applications</b>		
Automated Information System. The ability for an inmate to look up court dates, sentences, attorneys and any related court information		
Automated Information System. The ability for outside party (inmate representative/family) to look up court dates, sentences, attorneys and any related court information		
Kiosk applications shall include time stamping for tracking inmate grievances/kites/other applications. (grievance aging report required to meet TX Commission on Jail Standards Mandate)		
Kiosk application for medical request shall work directly with current medical applications/staff, with the ability to track request (time stamping) throughout the workflow. (grievance aging report required to meet TX Commission on Jail Standards Mandate)		
Kiosk shall have the ability to have a scrolling banner across the screen (information approved by the Sheriff's Department).		
Kiosk (and other optional technology) shall have the ability of additional applications as approved and agreed upon by the Sheriff dept. representative.		
System/Kiosk shall have the ability to accommodate inmates needing to communicate using American Sign Language (ASL). A basic Video Relay Services (VRS) feature are required.		