

BROWN COUNTY SHERIFF'S OFFICE
1050 W Commerce Brownwood, TX 76801
(PHONE) 325-641-2202 / (FAX) 325-641-2481

REQUEST FOR PROPOSAL

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

At the appointed time proposals will be opened in the presence of the Brown County Commissioner's Court. Proposals arriving to the Sheriff's Office after the appointed date and time will be considered late and will not be opened.

ITEMS AND/OR SERVICES:	INMATE TELEPHONE SYSTEM
OPENING DATE:	08/04/2025
OPENING TIME:	9:00 am

August 4, 2025
(Exhibit #5)

VENDOR INFORMATION SHEET

Company Name _____

Mailing Address _____

Email Address _____

Phone Number _____

Fax Number _____

SIGNATURE

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

Signature _____ Date _____

STATEMENT OF QUALIFICATION

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

Name and Address of Proposing

Firm:

Telephone: _____

Fax Number: _____

1. Number of years proposer has been in this business: _____
2. Proposing firm must have satisfactorily completed or currently maintained FIVE (5) contracts of similar size in the last five (5) Years.

(a) Facility: _____

Contact Name: _____

Telephone: _____

(b) Facility: _____

Contact Name: _____

Telephone: _____

(c) Facility: _____

Contact Name: _____

Telephone: _____

TERMS & CONDITIONS OF THE REQUEST FOR PROPOSAL (RFP)

PREPARATION OF THE RFP

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

SUBMISSION OF THE RFP

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

LATE RECEIPT OF THE RFP

1. The proposal and modifications or withdrawals thereof received after the time set for opening will not be considered.
2. Proposals must be received by the Brown County Jail prior to 5:00 p.m. on the appointed date. Time will be determined by the clock in Brown County Jail and once its agent or their designee determines the time is 5:00 p.m., no other proposals will be accepted.

AWARD OF THE CONTRACT

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

USE OF TRADE NAME/ALTERNATE PRODUCT

1. The use of the name of a manufacturer, brand, model or make used in describing an item does not restrict the proposer to that manufacturer. Others will be considered if they meet or exceed the items specified.
2. All RFP's must meet or exceed the enclosed specifications. Proposer must indicate manufacturer's name, and model number offered. If proposer fails to provide this information, and an award is made, then the proposer shall supply the item(s) as specified. All items supplied by the successful proposer(s) shall be: 1) as per manufacturer's name, model number and description quoted; 2) new and unused; and 3) meet OSHA standards. Remanufactured and/or reconditioned items will be unacceptable. Items delivered not meeting these requirements shall be subject to return and replaced at no additional cost to Brown County Government. Any exceptions to the specifications must be clearly noted and documented. Product literature and manufacturer cut sheets to be included with the RFP for all products quoted other than specified. RFP will be considered incomplete for failing to include required product literature along with RFP and may be rejected.
3. When an alternate manufacturer, brand, model or make is proposed, Brown County will determine if the item proposed does meet or exceed the items as specified.
4. Proposer shall submit sample upon request to properly evaluate product. Sample shall be submitted within five (5) business days of request, and at no additional cost to Brown County.
5. Brown County reserves the right to request any additional information deemed necessary in the evaluation of this RFP. Requested information shall be submitted within five (5) business days from date of request.
6. Brown County and/or federal, state and local agencies must have access to Brown County, documents, papers, and records related to this purchase or contract from the successful vendor(s). This access along with all contract related documents for this RFP award must be available for a minimum of three years from final payment of purchase order and/or contract to comply with federal retention regulations.

GOVERNING LAWS & POLICIES

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

INSURANCE

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

EVALUATION CRITERIA

Proposal evaluations will consider the following criteria:

- Vendor qualification information
- County's past experience with the vendor
- Services offered
- Responsiveness to the Request for Proposal
- References
- Price/Commissions offered
- Compatibility with our JMS
- Compatibility with our commissary provider

INMATE TELEPHONES, VIDEO VISITATION AND TABLET SERVICES REQUEST FOR PROPOSAL

PURPOSE: To establish specifications for inmate telephone and video kiosk/tablet services for the Brown County Jail.

POLICY: It is the policy of Brown County Government to contract for inmate communication products and other related services for the Brown County Jail.

GENERAL SPECIFICATIONS: Brown County Sheriff's Office is requesting proposals for inmate telephones and any additional services to streamline the operations of the Brown County Jail.

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

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

LENGTH OF CONTRACT: Negotiable.

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

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

EQUIPMENT: This request for proposal shall cover the following equipment at the Brown County Jail:

Inmate Telephones	30
TOTAL INMATE PHONES	
Visitation Phone Pairs	12
Video Visitation Units	
Inmate Units	23
Visitor Units	0
TABLETS/VIDEO KIOSKS	To be
MONEY KIOSKS	<u>considered</u>

The contractor acknowledges that after the initial installation the number of inmate telephones/video kiosks/tablets may be increased or decreased based on need of the facility and industry standards at no cost to the County.

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

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

The system shall allow call passing for free calls to the Local Public Defender, Federal public defender, bail bondsmen, or other numbers at the discretion of the Sheriff's Office. The system shall have call timing to preset the maximum call length time. The system shall have fraud protection against switch calls, credit card calls, directory assistance calls, call forwarding, conference calls, etc. The system shall not be capable of receiving incoming calls. The system shall be of heavy-duty construction and have equipment designed for the correctional environment. Inmate telephones shall not expose screws, bolts, or other fasteners or any other material which can be removed without special security devices. Vendor shall submit detailed information as to the equipment offered.

PIN OPERATION: The proposed inmate telephone system shall have the capability to be a PIN based system using a “Prisoner Identification Number” (PIN) for telephone operation. The system shall be designed to operate with or without PINs on a per telephone basis. The PIN system shall have the ability to provide statistical reporting on calls made using the PINs. The contractor shall provide all necessary hardware and software, including any required computer workstations, to access, retrieve, and print statistical information. PINs will be automated with jail management system.

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

VIDEO VISITATION: The contractor shall provide a Video Visitation system including all components, software, and hardware necessary for the system to function. Please include in your response detailed information as to the system offered.

Video Technical Requirements and Specifications: The following identifies the minimum requirements of the desired Video Visitation system:

1. Base your proposal on 23 fixed wall mounted units.
2. The System must be “State of the Art” technology and web based. The architecture shall be expandable to allow future growth.
3. The System must have the capability to perform real time recording and monitoring of all video visitations during a single session. Proposal should include the storing of recordings up to one year.
4. The System must have the capability to perform off site visitations to laptops, smart phones, etc without the use of third party entities. Account funding options should be handled solely by the provider and it is not preferred by the County to have the inclusion of 3rd parties for such funding options.
5. Visitation Units must be constructed of high impact material including a steel lanyard and security grade handset.
6. Please describe the type of internet connection that will be supplied by the Vendor to effectively operate the Video System.
7. Please describe types of services, features and account funding options offered on the video units.
8. It is desired by the County that the bid percentage on all services offered, telephone, video kiosks and Tablets, include the units to be provided at no cost to the County, including installation, training and annual maintenance fees and software upgrades for the term of the agreement.

TABLETS: Brown County is considering the distribution of Tablets for inmate use in the facility. Please include your tablet solution if available. Define your preferred tablet distribution ratios to inmate, charging station options, tablet replacement pricing, features, applications and any associated costs. It is preferred that the funding of media Apps should be separate from the telephone or video visitation options.

ELECTRONIC MAIL: Brown County is interested in an offsite program to eliminate paper mail that may contain contraband or hazardous materials. It is desired that paper mail be delivered to the vendor, scanned, and sent to the inmate electronically via the video kiosk or tablets. The exclusion of 3rd parties is preferred. Please describe your program and provide at least 3 references currently using this type of mail delivery system.

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

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

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

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

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

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

The contractor shall calculate commissions as a fixed percentage based upon the gross revenues for each telephone. Brown County will bear no responsibility for fraudulent calls or theft of service. Fraudulent, stolen, or lost funds shall not be deducted from revenue paid to Brown County. Brown County will bear no responsibility for unbillable or uncollectible calls or such uncollectibles known as "bad debt".

EACH VENDOR SHALL SUBMIT THEIR COMMISSION OFFERING FOR ALL TRAFFIC TYPES, BASED ON GROSS GENERATED REVENUE INCLUDING PHONES, VIDEO AND TABLETS.

RATES: Each vendor shall provide a detailed rate table for local, intrastate and interstate calls. Rates for video visitation and Tablet usage shall be included also.

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

- Company name, address, telephone number, & chief executive officer;
- Parent company name, address, telephone number, & chief executive officer;

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

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

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

DEMONSTRATIONS: The Brown County Sheriff's Office shall reserve the right to require a thirty (30) day demonstration of services offered. Such demonstration shall be at no cost to Brown County and shall be for the purpose of evaluation of offered services.

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