

## **INVITATION TO BID**

**BID NUMBER: 2021.05**

**INMATE TELEPHONE SERVICES AND  
INMATE BANKING SOFTWARE, COMMISSARY SERVICE  
AND FIDUCIARY MANAGEMENT SERVICES**

**Term: Two (2) Years**

**Beginning February 15, 2022 and Ending February 14, 2024**

**With the option to renew yearly (one year terms) upon Commissioners Court Approval**

**SEALED BIDS ARE DUE:       TUESDAY, OCTOBER 5, 2021  
BEFORE 2:00:00 PM**

**SUBMIT SEALED BIDS TO:   HONORABLE RICHARD H. MEYER, COUNTY JUDGE  
CALHOUN COUNTY COURTHOUSE  
211 SOUTH ANN STREET, 3<sup>RD</sup> FLOOR, SUITE 301  
PORT LAVACA, TX 77979**

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For Background Check
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  4. Certificate of Interested Parties Form 1295  
Must return when submitting your bid
  5. Proof of Liability Insurance  
Return a copy of your current coverage – This will provide proof that you carry at least the minimum required coverage – Once an award is made, the awarded bidder shall provide a Certificate of Liability Insurance that reflects that Calhoun County is an additional insured as stated in the Specifications and General Conditions.
  6. Conflict of Interest Questionnaire Form CIQ  
Every bidder doing business with Calhoun County or seeking to do business with Calhoun County shall complete Box 1 and sign and date in Box 7. Whether or not a conflict exists determines the other information to include on the form.
  7. Certification Regarding Debarment & Suspension and Other Responsibility Matters
  8. Certification Regarding Lobbying
  9. Disclosure of Lobbying Activities  
If Not Applicable, bidder must mark NA and sign and date
  10. House Bill 89 Verification
  11. Residence Certification
  12. W-9
  13. Copy of BIDDER's Proposed Contract
  14. If applicable: Certification to conduct business as an Out-of-State Corporation in Texas  
that includes the State License Number
- Current Agreement
- Current Phone Commissions (January thru May 2021)
- Current Commissary Sales/Commissions (January thru June 2021)

## **INVITATION TO BID**

Notice is hereby given that the Commissioners Court of Calhoun County, Texas will receive SEALED BIDS for the following services at the Calhoun County Adult Detention Center:

### **BID NUMBER: 2021.05, INMATE TELEPHONE SERVICES AND INMATE BANKING SOFTWARE, COMMISSARY SERVICE AND FIDUCIARY MANAGEMENT SERVICES**

BIDS are for a two year period beginning February 15, 2022 and ending February 14, 2024, with the option to renew yearly (one year terms) upon Commissioners Court approval.

BIDS shall be for services of a qualified company with extensive experience in providing the combined Inmate Telephone Services and Inmate Banking Software, Commissary Service and Fiduciary Management Services.

The complete Invitation to BID Packet can be downloaded from the County's website, [www.calhouncotx.org](http://www.calhouncotx.org) (under Bid Notices and Results), or by contacting Peggy Hall, Assistant Auditor, at 361-553-4610 or [peggy.hall@calhouncotx.org](mailto:peggy.hall@calhouncotx.org).

### **A MANDATORY PRE-BID MEETING shall be held:**

Date: Thursday, August 12, 2021  
Time: 10:00 AM  
Location: Calhoun County Adult Detention Center  
302 West Live Oak Street  
Port Lavaca, Texas 77979

**ATTENDANCE AT THIS MANDATORY PRE-BID MEETING BY ALL PROSPECTIVE BIDDERS IS REQUIRED AND IS A PREREQUISITE TO PROVIDING A BONAFIDE BID.**

**ALL BIDDERS attending the Mandatory pre-Bid Meeting shall fill out the Calhoun County Adult Detention Center Service Personnel Application Form and return the form to each (all) of the following by Wednesday, August 11, 2021 so that background checks may be completed before the meeting:**

1. Rachel Martinez, Jail Administrator, [rachel.martinez@calhouncotx.org](mailto:rachel.martinez@calhouncotx.org)
2. Philip Dennis, Assistant Jail Administrator, [philip.dennis@calhouncotx.org](mailto:philip.dennis@calhouncotx.org)
3. Katie Dennis, [katie.dennis@calhouncotx.org](mailto:katie.dennis@calhouncotx.org)
4. Bobbie Vickery, Sheriff, [bobbie.vickery@calhouncotx.org](mailto:bobbie.vickery@calhouncotx.org)

It is recommended that all BIDDERS attending the Mandatory Pre-Bid Meeting bring their business card or a paper with their typed name, company's name, address, phone number and email address to be presented when signing in to the Mandatory Pre-Bid Meeting.

**SEALED BIDS ARE DUE:**

Date: Tuesday, October 5, 2021  
Time: BEFORE 2:00:00 PM  
Location: County Judge's Office  
Calhoun County Courthouse  
211 South Ann Street, 3<sup>rd</sup> Floor, Suite 301  
Port Lavaca, Texas 77979

At this time, all BIDS will be publicly opened.

**ALL BIDS (one original and three copies, all in three ring binders)** shall be delivered to the office of the Calhoun County Judge in a **SEALED** 9 x 12 or larger envelope or box and CLEARLY MARKED on the outside of the envelope or box: BID NUMBER 2021.05, INMATE TELEPHONE SERVICES AND INMATE BANKING SOFTWARE, COMMISSARY SERVICE AND FIDUCIARY MANAGEMENT SERVICES. Calhoun County does not accept faxed or emailed BIDS. Any BIDS received after the due date and time will not be opened.

**SEALED BIDS may be hand delivered or mailed to:**

Honorable Richard H. Meyer, County Judge  
Calhoun County Courthouse  
211 South Ann Street, 3<sup>rd</sup> Floor, Suite 301  
Port Lavaca, TX 77979

Commissioners Court reserves the right to waive technicalities, reject any or all BIDS, to accept the BID deemed most advantageous to and in the best interest of Calhoun County. The award of the BID and Contract shall be made to the responsible BIDDER, whose BID is determined to be the most beneficial offer to Calhoun County and Calhoun County Inmates, taking into consideration the relative importance of price and other factors set forth in the Invitation to BID.

Calhoun County, Texas is an Affirmative Action/Equal Opportunity Employer. The County does not discriminate on the basis of race, color, national origin, sex, sexual orientation, gender identity, religion, age or handicapped status in employment or the provision of services. Section 3 Residents, Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and Labor Surplus Area Firms are encouraged to submit BIDS.

Cindy Mueller  
County Auditor  
Calhoun County, Texas



## **BID SPECIFICATIONS**

Bid Number: 2021.05

Inmate Telephone Services and Inmate Banking Software,  
Commissary Service and Fiduciary Management Services

Term: Two (2) Years

Beginning February 15, 2022 and Ending February 14, 2024

With the option to renew yearly (one year terms) upon Commissioners Court approval

Commissioners Court of Calhoun County, Port Lavaca, Texas, is requesting SEALED BIDS for Inmate Telephone Services and Inmate Banking Software, Commissary Service and Fiduciary Management Services at the Calhoun County Adult Detention Center.

The Calhoun County Adult Detention Center is hereinafter called "DETENTION FACILITY" or "JAIL"

### **I. INVITATION TO BID PACKET**

1. The complete Invitation to Bid Packet can be downloaded from the County's website, [www.calhouncotx.org](http://www.calhouncotx.org) (under Bid Notices and Results)
2. Or by contacting Peggy Hall, Assistant Auditor, at [peggy.hall@calhouncotx.org](mailto:peggy.hall@calhouncotx.org) or 361-553-4610
3. The complete Invitation to Bid Packet shall be used in preparing BIDS. Calhoun County does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of the Invitation to Bid Packet.

### **II. MANDATORY PRE-BID MEETING**

1. **A MANDATORY PRE-BID MEETING shall be held at 10:00 AM, Thursday, August 12, 2021** at the Calhoun County Adult Detention Center, 302 West Live Oak Street, Port Lavaca, Texas.
  - a) **ATTENDANCE AT THIS MANDATORY PRE-BID MEETING BY ALL PROSPECTIVE BIDDERS IS REQUIRED AND IS A PREREQUISITE TO PROVIDING A BONAFIDE BID**
  - b) **ALL BIDDERS attending the Mandatory Pre-Bid Meeting shall fill out the Calhoun County Adult Detention Center Service Personnel Application Form and return the form to each (all) of the following by Wednesday, August 11, 2021 so that background checks may be completed before the meeting:** 1) Rachel Martinez, Jail Administrator, [rachel.martinez@calhouncotx.org](mailto:rachel.martinez@calhouncotx.org); 2) Philip Dennis, Assistant Jail Administrator,

philip.dennis@calhouncotx.org; 3) Katie Dennis, katie.dennis@calhouncotx.org; and 4) Bobbie Vickery, Sheriff, bobbie.vickery@calhouncotx.org

- c) It is recommended that all BIDDERS attending the mandatory pre-bid meeting bring their business card or a paper with their typed name, company's name, address, phone number and email address to be presented when signing in to the mandatory pre-bid meeting.

2. **All additional questions and/or questions not fully answered at the Mandatory Pre-Bid Meeting about the meaning or intent of the Invitation to Bid are to be submitted to each (all) of the following no later than 5:00 pm on Thursday, August 19, 2021:**

- a) Rachel Martinez, Jail Administrator, rachel.martinez@calhouncotx.org
- b) Philip Dennis, Assistant Jail Administrator, philip.dennis@calhouncotx.org
- c) Katie Dennis, katie.dennis@calhouncotx.org
- d) Bobbie Vickery, Sheriff, bobbie.vickery@calhouncotx.org

It is the BIDDER'S responsibility to verify receipt of such questions.

- 3. No questions shall be answered orally after the Mandatory Pre-Bid Meeting. All questions shall be submitted as stated above.
- 4. Answers, interpretations or clarifications of all submitted questions that are submitted by the 5:00 pm, Thursday, August 19, 2021 deadline will be answered in the form of an Addendum and emailed to all BIDDERS that attended the Mandatory Pre-Bid Meeting by the County Auditor's office once this Addendum has been approved by Calhoun County Commissioners Court. No Addendum can be released until approved by Calhoun County Commissioners Court. The BIDDER shall acknowledge the receipt of the addendum, if any.

### **III. SUBMISSION OF BIDS**

ATTENDANCE AT THE MANDATORY PRE-BID MEETING BY ALL PROSPECTIVE BIDDERS IS REQUIRED AND IS A PREREQUISITE TO PROVIDING A BONAFIDE BID.

SEALED BIDS ARE DUE BEFORE 2:00:00 PM, TUESDAY, OCTOBER 5, 2021 in the County Judge's Office, Calhoun County Courthouse, 211 South Ann Street, 3<sup>rd</sup> Floor, Suite 301, Port Lavaca, Texas.

ALL BIDS (one original and three copies, all in three ring binders) shall be delivered to the office of the Calhoun County Judge in a SEALED 9 x 12 or larger envelope or box and CLEARLY MARKED on the outside of the envelope or box: BID NUMBER 2021.05, INMATE TELEPHONE SERVICES

AND INMATE BANKING SOFTWARE, COMMISSARY SERVICE AND FIDUCIARY MANAGEMENT SERVICES.

SEALED BIDS may be hand delivered or mailed to the Honorable Richard H. Meyer, County Judge, Calhoun County Courthouse, 211 South Ann Street, 3<sup>rd</sup> Floor, Suite 301, Port Lavaca, Texas 77979.

If the BID is sent through the mail or other delivery system, the SEALED envelope or box shall be CLEARLY MARKED "BID NUMBER 2021.05, INMATE TELEPHONE SERVICES AND INMATE BANKING SOFTWARE, COMMISSARY SERVICE AND FIDUCIARY MANAGEMENT SERVICES" on the face of it. A late delivery with an early postmark will not suffice.

Calhoun County is not responsible for the delivery of your BID to the office of the County Judge or delivery to the wrong office. If you choose to send your BID by postal delivery, it is recommended that you call the County Judge's office at 361-553-4600 to verify receipt of your BID prior to the BID date and time.

The cell phone in the County Judge's office or the cell phone of the County Auditor's Representative is the official clock that shall be used in determining the time the BID is received and the time the BID will be opened. No BIDS will be accepted after the due time and date has been reached.

Calhoun County accepts no financial responsibility for any cost incurred by and BIDDER in the course of responding to these specifications

Faxed or emailed BIDS shall NOT be accepted

#### **IV. REQUIRED BID SUBMITTAL INSTRUCTIONS**

**Return the following by Wednesday, August 11, 2021:**

\_\_\_\_\_ Calhoun County Adult Detention Center Service Personnel Application Form

**Attend the Mandatory Pre-Bid Meeting at 10:00 AM, Thursday, August 12, 2021**

Attendance at the Mandatory Pre-Bid Meeting by all Prospective Bidders is required and is a prerequisite to providing a bonafide BID

\_\_\_\_\_ Attended Mandatory Pre-Bid Meeting at the Calhoun County Adult Detention Center

\_\_\_\_\_ Submitted Business Card or Written Contact Information at Mandatory Pre-Bid Meeting

**Submit additional questions and/or questions not fully answered at the Mandatory Pre-Bid Meeting no later than 5:00 pm on Thursday, August 19, 2021**

\_\_\_\_\_ Submitted Additional Questions and/or Questions not fully answered at Mandatory Pre-Bid Meeting

**Return the following BEFORE 2:00:00 PM, Tuesday, October 5, 2021:**

1. One (1) Original and Three (3) Copies (all in three ring binders) of all submittal information and financial offerings and rates (BID Form) as stated in the Specifications:

\_\_\_\_\_ Submittal in format as stated in Specifications

\_\_\_\_\_ One (1) Original – in three ring binder

\_\_\_\_\_ Three (3) Copies – in three ring binders

2. Required Forms:

\_\_\_\_\_ Calhoun County Adult Detention Center Service Application Form (for Background Check)

This Form required to be returned by Wednesday, August 11, 2021

\_\_\_\_\_ Bid Form

\_\_\_\_\_ Affidavit

\_\_\_\_\_ Certificate of Interest Parties, Form 1295

\_\_\_\_\_ Proof of Liability Insurance

\_\_\_\_\_ Conflict of Interest Questionnaire, Form CIQ

\_\_\_\_\_ Certification Regarding Debarment & Suspension and Other Responsibility Matters

\_\_\_\_\_ Certification Regarding Lobbying

\_\_\_\_\_ Disclosure of Lobbying Activities

\_\_\_\_\_ House Bill 89 Verification

\_\_\_\_\_ Residence Certification

\_\_\_\_\_ W-9

\_\_\_\_\_ Copy of BIDDER'S Proposed Contract

\_\_\_\_\_ If applicable: Certification to conduct business as an Out-of-State Corporation in Texas that includes the State License Number

**Do not fold any information**

**BID shall be submitted in a SEALED 9 x 12 or larger envelope or box clearly marked on the outside of the SEALED envelope or box:** SEALED BID: BID NUMBER 2021.05, INMATE TELEPHONE SERVICES AND INMATE BANKING SOFTWARE, COMMISSARY SERVICE AND FIDUCIARY MANAGEMENT SERVICES

**If you send your BID by UPS, FedEx, or other delivery services, the outside of this SEALED envelope or box shall be clearly marked:** SEALED BID: BID NUMBER 2021.05, INMATE TELEPHONE SERVICES AND INMATE BANKING SOFTWARE, COMMISSARY SERVICE AND FIDUCIARY MANAGEMENT SERVICES

**SUBMIT SEALED BID BEFORE 2:00:00 PM, Tuesday, October 5, 2021 to:**

Honorable Richard H. Meyer, County Judge  
Calhoun County Courthouse  
211 South Ann Street, Suite 301  
Port Lavaca, TX 77979

IT IS UNDERSTOOD THAT the Commissioners Court of Calhoun County, Texas reserves the right to waive any formality or irregularity, accept or reject any and/or all BIDS as it shall deem to be in the best interest of Calhoun County. The award of the BID shall be made to the responsible BIDDER, whose BID is determined to be the most beneficial offer to Calhoun County and Calhoun County Inmates, taking into consideration the relative importance of price and other factors set forth in the Invitation to Bid.

BIDS SHALL include this request (the complete BID Packet) and all additional submittal and required documents as stated in the specifications. Any interlineations, alterations, or erasures made before receiving time shall be initialed by the signer of the BID, guaranteeing authenticity. Each BID shall be manually signed in ink by a person having the authority to bind the BIDDER in a Contract and placed in a sealed envelope or box. The outside of the sealed envelope or box shall clearly be marked with the BID number and name. Facsimile transmittals shall not be accepted.

LATE BIDS will be considered void and unacceptable. Calhoun County is not responsible for delivery of your BID to the office of the County Judge or delivery to the wrong office. If you choose to send your BID by postal delivery or other delivery service, it is recommended that you call the County Judge's office at 361-553-4600 to verify receipt of your BID prior to the BID due date and time. The cell phone in the County Judge's office or cell phone of the County Auditor's Representative is the official clock that will be used in determining the time the BID is received and the time the BID will be opened.

BIDS WILL BE received and publicly acknowledged at the location, date and time stated in the specifications. BIDDERS, their representatives and interested persons may be present at the BID opening. BIDS will be reviewed by the DETENTION FACILITY and once completed, their recommendation will be presented to Commissioners Court for the award. After the award, the BID tabulation will be available on the County's website ([www.calhouncotx.org](http://www.calhouncotx.org), under Bid

Notices and Results) or by contacting Peggy Hall in the Auditor's office at 361-553-4610 or [peggy.hall@calhouncotx.org](mailto:peggy.hall@calhouncotx.org).

Calhoun County, Texas is an Affirmative Action/Equal Opportunity Employer. The County does not discriminate on the basis of race, color, national origin, sex, sexual orientation, gender identity, religion, age or handicapped status in employment or the provision of services. Section 3 Residents, Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and Labor Surplus Area Firms are encouraged to submit BIDS.

## **V. SCOPE OF WORK**

BIDS shall be for the services of a qualified company with extensive experience in providing the combined Inmate Telephone Services and Inmate Banking Software, Commissary Service and Fiduciary Management Services.

The BIDDER shall be engaged in the business of providing telephone services for correctional facilities, and supplying food and other related products and services to Inmate commissary departments of correctional facilities throughout the United States, including the DETENTION FACILITY.

### **A. PURPOSE**

Calhoun County's intent of this request for BID and Contract is to obtain BIDS from and the services of a qualified company with extensive experience in providing the combined Inmate Telephone Services and Inmate Banking Software, Commissary Service and Fiduciary Management Services.

The Calhoun County Sheriff's Office operates a DETENTION FACILITY known as the Calhoun County Adult Detention Center and wishes to enter into a Commissary Network Contract to facilitate the ordering of commissary supplies by Inmates and the payment thereof (includes Inmate Banking Software and Fiduciary Management Services); and to contract for Inmate telephone services at the DETENTION FACILITY.

### **B. INFORMATION**

DETENTION FACILITY'S population varies: Average daily population is 95.

DETENTION FACILITY'S Capacity is 144

**All requests for information regarding the DETENTION FACILITY or technical questions related to this BID shall be answered at the Mandatory Pre-Bid Meeting and in the form of an addendum approved by Calhoun County Commissioners Court, if any addendum is necessary.**

Physical Address of the DETENTION FACILITY:  
Calhoun County Adult Detention Center  
302 West Live Oak Street, Port Lavaca, Texas 77979

JAIL Administrator:  
Rachel Martinez, 361-553-4481, rachel.martinez@calhouncotx.org

Assistant JAIL Administrator:  
Philip Dennis, 361-553-4482, philip.dennis@calhouncotx.org

Katie Dennis, 361-553-4483, katie.dennis@calhouncotx.org

Calhoun County Sheriff:  
Bobbie Vickery, 361-553-4646, bobbie.vickery@calhouncotx.org

### **C. EVALUATION CRITERIA AND FACTORS**

The award of the BID shall be made to the responsible BIDDER, whose BID is determined to be the most beneficial offer to Calhoun County and Calhoun County Inmates, taking into consideration the relative importance of price and other factors set forth in the Invitation to Bid in accordance with the Texas Local Government Code, Chapter 262. The evaluation criteria will be based on the following factors:

#### **BIDDER'S TOTAL PROPOSED PRICE / FINANCIAL OFFERING**

1. BIDDER'S proposed commission paid to Calhoun County (Based on gross revenue to be defined as revenue on all calls including but not limited to international, local and long distance calls, completed or not completed, originating from Inmate non-coin phones including calls for which payment cannot be collected from customers)
2. Cost Proposal's compliance with minimum specifications and financial offering

#### **BIDDER'S SUPPORT / SERVICE / WARRANTY / QUALIFICATIONS**

1. Financial Stability
2. Qualifications, experience and references with other institutions similar in size to the DETENTION FACILITY
3. Capability to provide prompt responsive service and off site technical support
4. Proposed Warranty and Maintenance Programs
5. BIDDER'S ability to perform (including documented history of making timely commission payments as required by these specifications)

## **THE PROPOSED PRODUCT AND SERVICES MEETING CALHOUN COUNTY'S NEEDS AND REQUIREMENTS**

1. Adhere to requirements of the specifications
2. BIDDER'S responsibility clearly defined
3. Calhoun County's participation and responsibility clearly defined
4. Demonstrated ability to fully meet the needs of Calhoun County including future needs through enhancements and upgrades
5. System Features: Written in Visual Basic, Utilizes a MS SQL Database, Allows for System Wide Settings, Allows for Individual Facility Site Settings, Database will include web based and backed up

### **D. SUBMITTAL**

For proper comparison and evaluation, Calhoun County requests that BIDS address, at a minimum, the following format:

1. Cover Letter – A brief introductory letter of representation
2. Executive Summary – A brief summary highlighting the most important points in the BID including but not limited to the following:
  - a) Statement indicating the company which will be providing the services and indicating any subcontractors which will be utilized
  - b) Statement indicating the point of contact for BID information
  - c) Statement indicating the person authorized to legally obligate the company
  - d) Provide complete contact information to include name, address, phone, fax and email address for the contact person
3. Degree of Compliance – A statement that all products and services quoted in the BID are in full accordance with the specifications or a brief listing of all those specification sections to which the BIDDER takes exception. Include latest year certification (documentation that certifies the right to do business in the State of Texas)
4. Proposal Pricing / Delivery – Pricing shall be itemized for all items requested and included in this BID. Brief notes referencing specific line items may be included, if necessary, for



explanation. A schedule of delivery, transition and installation shall also be included. Sales tax is to be absorbed by the BIDDER.

5. Explanations and Exceptions – Explanations, exceptions, comments, etc., pertaining to the specific sections of the specifications. All comments shall be listed and numbered in order of the respective article of the specification.
6. Descriptive Literature – Illustrative or descriptive literature, brochures, specifications, drawings, diagrams, etc., that provide additional product/service information with regard to issues addressed in other areas of the BIDDER'S BID.
7. Contractor Background Information – This section shall include a description of the BIDDER'S experience with other services similar to the one described herein. This information shall include scope of several similar jobs including magnitude and cost, customer contacts and other information that Calhoun County can use as a basis for performance evaluation. This section shall also include information on your organization and staff assigned to the project.
8. References – BIDDER shall submit with this BID, a list of at least three (3) references where like services or similar projects have been performed by their company. Include name of company, address, telephone number and name of representative.
9. Financial and Other Qualifications – The BIDDER shall provide the following information:
  - a) Corporate credit and financial references to include at least two bank references
  - b) BIDDER'S drug screen policy and background check procedures

#### **E. ADDITIONAL SUBMISSIONS**

1. Copy of all rates, surcharges and financial offerings and the following forms:
  - a) Calhoun County Adult Detention Center Service Application Form (For Background Check)  
This Form required to be returned by Wednesday, August 11, 2021
  - b) Bid Form
  - c) Affidavit
  - d) Certificate of Interested Parties, Form 1295
  - e) Proof of Liability Insurance
  - f) Conflict of Interest Questionnaire, Form CIQ

- g) Certification Regarding Debarment & Suspension and Other Responsibility Matters
  - h) Certification Regarding Lobbying
  - i) Disclosure of Lobbying Activities
  - j) House Bill 89 Verification
  - k) Residence Certification
  - l) W-9
  - m) Copy of BIDDER'S Proposed Contract
  - n) If applicable: Certification to conduct business as an Out-of-State Corporation in Texas that includes the State License Number
2. Theory of operation for proposed system
  3. System features list with feature capabilities included in BID
  4. Sample copies of all management, transaction, and financial reports available to Calhoun county and description of format and cycle
  5. Contract with rates and financial offerings
  6. A transaction schedule to demonstrate BIDDER'S plans to migrate all current services to new services without interruption and how accounting of revenue will be controlled to insure maximum commission during transaction

#### **F. COST SUBMITTAL / RATES AND FINANCIAL OFFERING**

The cost proposal shall contain the commission percentage on gross revenue Calhoun County will receive based on gross revenue to be defined as revenue on all calls and payment methods originating from Inmate non-coin phones including calls for which payment cannot be collected from customers. Payments will be paid on a monthly basis 25 days after the end of the month in which calls were incurred.

The BIDDER will include any and all financial offerings in response to the BID. The BIDDER will provide the following information at a minimum:

1. Details of billing and payment arrangements
2. Commission rates to be remitted and net sales calculations

3. Sample of monthly commission statements
4. Projected revenue for DETENTION FACILITY

#### **G. OTHER PROJECTS INVOLVED WITH**

BIDDER shall provide a list of other projects they are currently involved with or will be involved with.

#### **H. TELEPHONE SERVICES SYSTEM REQUIREMENTS**

Inmate Telephone Services is provided by using funds from the Inmate's commissary account to purchase phone time.

1. The System shall be set up and ready for operation by February 15, 2022
2. The System to be supplied by the BIDDER shall provide for recorded and literature step by step instructions to the Inmate for the procedure to complete free, prepaid and collect telephone calls
3. The System shall have an internal debit system and not an outside calling card system. The debit taxing amount shall be absorbed by the BIDDER
4. PINS become active at booking and inactive at release
5. The system shall have the ability to block three way calling
6. Ownership of all equipment shall remain with the BIDDER
7. All current cabling shall remain the property of the DETENTION FACILITY
8. Installation shall be at the expense of the BIDDER
9. The system shall include:
  - a) One (1) telephone at booking to provide two (2) free local and/or long distance five (5) minute complete calls per Inmate booked at the DETENTION FACILITY with the ability to call cell phones, local and long distance
  - b) Ten (10) visitation telephones
  - c) Three (3) portable telephones in the DETENTION FACILITY'S hallway
  - d) Fourteen (14) telephones in the DETENTION FACILITY'S housing locations

## **INSTALLATION REQUIREMENTS**

1. Turnkey Installation – BIDDER shall be responsible for all costs associated with the Inmate telephone system, including purchase of equipment, installation, service, maintenance, voice network and transmission, data network, and day-to-day operation. Calhoun County shall have no responsibility for any costs associated with the system.
2. BIDDER is responsible for determining all wiring and software requirements; costs associated with the conversion of service from current Inmate telephone system providers to the successful new service provider. Successful BIDDER shall coordinate all details of switching out services with the current vendor and guarantee they can have their equipment installed in working order by February 15, 2022.

## **SERVICE AND SUPPORT REQUIREMENTS**

1. Successful BIDDER shall be responsible for maintenance support on a twenty-four (24) hour, seven (7) day per week basis with personal contact and response time of four (4) hours for software services and within four (4) hours for repair service.
2. Describe, in detail, your company's service and maintenance program. Include remote programming, diagnostics, downloading and trouble-shooting. Describe how the phones are polled, how often, and what information is gathered during remote diagnostics.
3. Wherever "Maintenance" is specified in this section, it shall mean "Software and/or Hardware and/or other telephone equipment Maintenance, Support and repair and/or replacement requirements".
4. All costs for maintenance, support, repair of all software and equipment will be borne by the successful BIDDER, and will not be deducted from any commissions.
5. During the term of any contract awarded as a result of the BID, successful BIDDER agrees to provide maintenance to diagnose problems, determine proper solutions and provide:
  - a) The implementation of any required solutions, changes, modifications, updates or other services which are necessary to allow the Software, Hardware and any other telephone equipment to perform in accordance with the specifications as set forth in the BID
  - b) Upgrade the Software and/or hardware to its required performance standards as required in the BID
  - c) Telephone support shall be available to accept calls regarding maintenance twenty-four (24) hours a day, seven (7) days a week. Describe the location of your technical services call center(s), and indicate whether, and under what circumstances, a maintenance call from the facility will ever be answered by a service representative located outside of the United States.

- d) Successful BIDDER shall respond to a telephone request for maintenance within four (4) hours after the initial notification.
  - e) Successful BIDDER shall provide person to be available to Calhoun County for the ability to burn calls off at any time.
6. Telephone support shall be available to accept calls from Inmate call recipients (friends/family) regarding customer service, billing, and prepaid account setup and funding twenty-four (24) hours a day, seven (7) days a week. Describe the location of your customer service call center(s), and indicate whether, and under what circumstances, a customer service call from an Inmate call recipient will ever be answered by a service representative located outside of the United States.

### **TECHNICAL REQUIREMENTS AND SPECIFICATIONS**

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

- 1. "State of the Art" technology and web based equipment with multilevel password security access. The architecture shall be expandable to allow future growth.
- 2. The Inmate Phone System shall process all Inmate Calls on an outgoing, station-to-station basis.
- 3. All phones shall limit one call per connection.
- 4. No incoming calls shall be permitted.
- 5. All Inmate calls shall be processed by an automated operator and shall not allow access to a live operator at any time.
- 6. After the dialing sequence, the Inmate shall be put "ON HOLD". The Inmate shall NOT be permitted to monitor call progress and shall NOT be allowed to communicate with the called party, until the call is positively accepted.
- 7. The System shall be capable of informing the called party the amount that will be billed for the call prior to acceptance of the call.
- 8. The system shall brand all Inmate calls with a pre-recorded message announcing the collect call, name of the facility, and pre-recorded name of the Inmate initiating the call. The system shall have, at a minimum, multi-lingual capabilities for English and Spanish.
- 9. The system shall provide as a minimum the following security, control and investigative features:
  - a) Deny access to 800, 888, 877, 411, 555-1212, 900, 911, 950+1, 976 or 10-10xxx numbers. Allow the blocking of specific telephone number such as victims, witnesses, judges, and county staff.

- b) The system shall be capable of allowing free local calls to certain numbers such as Public Defender, Crime Stoppers, etc.
- c) Ability to control call duration on the basis of time limits and time of day restrictions.
- d) The ability to set time limits and calling hours for destination numbers.
- e) Provide the capability to assign and use "PIN" management with the Inmate telephone system. Integration with the facility's Jail Management System (JMS) is required to automate the PIN assignment process. The Calhoun County Sheriff's Office and the DETENTION FACILITY utilizes the Southern Software JMS. The selected BIDDER is expected to cover any expenses Southern Software JMS may require.
- f) The system shall offer the option to record and monitor the visitation booths. At present visitation booths are in use. The Inmate shall be required to enter a valid PIN in order to initiate each visitation session. The Inmate booths currently are wired to the Inmate phone system.
- g) The system shall provide an integrated capability to monitor, record, store, and retrieve Inmate phone conversations on a real time basis and retrieve conversations. Recordings shall be stored online for a minimum of 36 months, with the option to archive to DVD.
- h) Recording playback function shall be able to split Inmate side of conversation from called party side of conversation to play on separate speakers for more detailed analysis.
- i) Provide correct and accurate call detail and management reports for all calls placed from the Inmate phones. Reports shall include as a minimum, origination number, destination number, type of call (local, intralata, interlata/intrastate, or interstate), number of minutes of call, reason for disconnect and total call charges. Reports shall be available onsite to authorized County personnel, with no intervention from the BIDDER necessary.
- j) Provide accurate summary revenue reports on site from any system workstation. Reports shall include all call types (collect, prepaid collect and debit/debit card) and shall reflect the total revenue for each call type, subtotaled by tariff type, calls within the Local Access Transport Area {intraLATA}, calls outside the Local Access Transport Area {interLATA}, Interstate calls, and International calls.
- k) The System shall be capable of producing detailed and summary reports which reveal Inmate telephone activity, such as telephone numbers called by more than one Inmate.
- l) BIDDER shall supply one (1) user workstation.

- m) Call Detail Records – Call records and recordings shall be stored online for a minimum of 36 months. Alternate proposals of archive storage are not acceptable. BIDDER shall specify in their proposal where the call records and recordings will be stored, and where backups of either will reside.
- n) Inmate Messaging System - the facility may be interested in a system which allows caller to send short duration messages (voice mail) to Inmates. All messages are to be recorded and stored for investigative purposes within the call processing system. The receiving called party may be charged a reasonable fee for each message.
- o) The System shall offer unlimited secure, remote access capability from any PC or laptop with high speed internet connectivity. This remote access shall (at a minimum) enable authorized users to view call records, generate reports, monitor live conversations, and search/retrieve/play recorded calls. Remote access activity shall not impair system functionality or performance in any way.
- p) Integration with the facility's Commissary System is required to automate the debit calling option.

## **EQUIPMENT**

1. All telephone equipment provided shall be new and completely operational at cutover.
2. All equipment shall comply with Part 68 FCC Rules and meet or exceed all applicable codes and standards for installation and service.
3. All systems proposed shall meet ADA standards. The BIDDER shall provide one telephone with TDD capability at no charge. Each TDD call shall be recorded by the Inmate phone system, converted to text, and attached to the call recording.
4. All Inmate telephones shall be indestructible type telephones suitable for use in a DETENTION FACILITY, tamperproof, with steel encased housings and shockproof keypads. All handsets shall be of heavy-duty construction with no removable parts and shall be hearing aid compatible. The hand set cord shall be armored with a stainless steel lanyard. All phone instruments shall be waterproof, fireproof and feature DTMF dialing.
5. The Inmate telephone system shall include an armored handset cord that is resistant to stretching and breaking. The handset cord length should be no longer than 14 inches long as to comply with the recommendation of the Texas Commission on Jail Standards.
6. The Inmate telephone system shall include telephone equipment that is capable of being operated with ease and includes concise instructions on the faceplate.
7. All telephone instruments shall be line powered and have UPS back-up power. No separate power supply shall be required. The UPS back-up as other equipment, whether or not specifically mentioned, to complete a total Inmate telephone system will be the responsibility of the successful BIDDER and any and all costs will be borne by the successful BIDDER and will not be deducted from Commissions.

## **OTHER OPTIONS**

We are interested in the optional features and technology that each BIDDER has to offer. These value added options can be additional features of the system, integrated solutions or external technologies that complement the Inmate calling system and enhance our ability to perform investigations. Technologies proposed may be included in the BID at no cost or offered at an additional price, which may be funded from commission revenue.

## **TELEPHONE SERVICES PAYMENT**

In addition to the Federal Communications Commission, the Texas Public Utility Commission, the Texas Commission on Jail Standards or any other governmental agency with authority or jurisdiction over Inmate telecommunications enters, rules, orders, or judgements that would substantially impair or reduce gross revenue generation or allow the BIDDER to process Inmate calls as envisioned by this Contract, the BIDDER has the immediate option to renegotiate the commission. The renegotiation shall be presented to and approved by the Calhoun County Commissioners Court in the form of an amendment to the Contract.

If the DETENTION FACILITY and the BIDDER cannot agree on an adjusted percentage commission then either party may terminate this BID and Contract upon sixty (60) days written notice. The notice shall be delivered in person or sent by registered or certified mail, return receipt requested, proper postage paid and properly addressed to: 1) Calhoun County Adult Detention Center, Attn: Rachel Martinez, Jail Administrator, 302 West Live Oak Street, Port Lavaca, Texas 77979; 2) Calhoun County Sheriff, Attn: Bobbie Vickery, 211 South Ann Street, Suite 105, Port Lavaca, Texas 77979; 3) Calhoun County Judge, Attn: Richard H. Meyer, Calhoun County Courthouse, 211 South Ann Street, Suite 301, Port Lavaca, Texas 77979; and 4) Calhoun County Auditor, 202 South Ann Street, Suite B, Port Lavaca, Texas 77979.

## **TELEPHONE SERVICE FURTHER ASSURANCES**

During the term of this BID and Contract, including any renewal periods, the DETENTION FACILITY agrees to:

1. Reasonably protect the equipment against willful abuse and promptly report any damage, service failure or hazardous conditions to the BIDDER
2. Provide, at its' own expense, necessary power and power source and suitable space for the equipment accessible to the user and the BIDDER
3. Permit reasonable access to the DETENTION FACILITY in accordance with the DETENTION FACILITY'S policies, without charge or prejudice to BIDDER'S employees or representatives
4. Inmate shall only have access to telephone services from 6:00 AM to 10:00 PM each day with the exception of the booking phone which shall be available 24 hours
5. Inmates telephone call duration shall be limited to 15 minutes in housing locations



6. Visitation telephone call duration shall be limited to 20 minutes
7. Booking telephone duration shall be at least a 5 minute free phone call to local, long distance and cell phones.
8. Monthly statements (recap) and backup reports, also accessible online, shall be forwarded with each commission payment to: Calhoun County Adult Detention Center, Attn: Rachel Martinez, Jail Administrator, 302 West Live Oak Street, Port Lavaca, Texas 77979.
9. Inmate phone cost per minute includes any applicable taxes and fees accrued that Calhoun County is not exempt from.
10. The BIDDER shall pay any applicable taxes or fees accrued from Inmate calls to the appropriate entity, including the State of Texas.
11. Commissions shall be paid to Calhoun County, Texas. Payment shall be made by check, payable to Calhoun County, Attn: Rachel Martinez, Jail Administrator, 302 West Live Oak Street, Port Lavaca, Texas 77979.

**I. INMATE BANKING SOFTWARE, COMMISSARY SERVICES AND FIDUCIARY MANAGEMENT SERVICES – MINIMUM REQUIREMENTS**

1. Convert previous system information to current program with Inmate status and balances by February 15, 2022
2. BIDDER shall supply the DETENTION FACILITY with such computer equipment and software to enable the facility to access the system to account for Inmate welfare funds maintained by the facility and affect purchases by Inmates from commissary supplied by the BIDDER
3. Hardware shall be installed and maintained by the BIDDER and shall remain the sole property of the DETENTION FACILITY throughout the BID and Contract
4. BIDDER'S computer hardware and software shall be returned by the DETENTION FACILITY to the BIDDER in the same condition, reasonable wear and tear accepted, as existed at the time the computer hardware and software was installed
5. Program works with current Jail Management System to add new Inmates with Calhoun Sheriff's Office Number and enters as "Active" upon booking in and "Inactive" upon release
6. Provide Commissary List specifically for Inmates with health restrictions such as diabetic, high blood pressure, etc. Inmates on health restrictions may only order from this list.
7. Provide list of all food, hygiene, and related items available to Inmate
8. Modify list to fit the needs of the DETENTION FACILITY

9. Provide a variety of items not currently offered – Example: Diabetic/High Blood Pressure food options, E-Cigarettes
10. Commitment to provide profitable, secure, efficient, and reliable programs
11. Deliver on scheduled date, if holiday, prior arrangements made
12. Items are packaged with DETENTION FACILITY safety issues in mind (clear packaging)
13. Each individual Inmate order packaged separately
14. Brand name merchandise at lower prices
15. Advanced technology, scanning and vending point of sale
16. Latest technology offered / update of software, including printing of Inmate photo and/or other
17. Identifiers on check stubs
18. Equipment replacement if current Contract is renewed or if failure occurs
19. Tech support 24/7
20. Early termination requires sixty (60) days written notice by either party. Early termination written notice shall be delivered in person or sent by registered or certified mail, return receipt requested, proper postage paid and properly addressed to: 1) Calhoun County Adult Detention Center, Attn: Rachel Martinez, Jail Administrator, 302 West Live Oak Street, Port Lavaca, Texas 77979; 2) Calhoun County Sheriff, Attn: Bobbie Vickery, 211 South Ann Street, Suite 105, Port Lavaca, Texas 77979; 3) Calhoun County Judge, Attn: Richard H. Meyer, Calhoun County Courthouse, 211 South Ann Street, Suite 301, Port Lavaca, Texas 77979; and (4) Calhoun County Auditor, 202 South Ann Street, Suite B, Port Lavaca, Texas 77979
21. Sales representative shall make contact, at minimum, quarterly to discuss concerns
22. Successful BIDDER shall pay all taxes (awarded BIDDER remits all taxes on behalf of the DETENTION FACILITY)
23. Notify DETENTION FACILITY of any substitutes or back orders prior to delivery by email, fax or phone
24. Local and off-site backup of data
25. Commission will be reflected correctly on invoicing and paid monthly

26. If available, phone services are compatible: Inmates are able to place order on housed phone with available funds given however order will be confirmed by a DETENTION FACILITY Officer prior to order being placed.
27. Option to purchase hygiene items shall be prior to other items if balance is \$5 or more

### **INMATE BANKING SOFTWARE REQUIREMENTS**

The following are the mandatory specifications that will be required of the Inmate Banking Software. The system shall contain all of the requirements and system features that are outlined below. These shall currently exist in the Inmate Banking Software at the time of BID submission for the BID to be considered.

### **SYSTEM REQUIREMENTS**

The proposed software shall meet the following criteria to be considered compliant with the software specifications.

#### **System Features**

1. Written in Visual Basic
2. Utilizes a MS SQL Database
3. Allows for System Wide Settings
4. Allows for Individual Facility Site Settings
5. Database will be web based and back up

The proposed Inmate Banking Software shall provide for an accurate, cashless accounting of all Inmate monies, expenses, purchases and pay-for-stay. At a minimum, it shall contain all of the features and reporting, including the following:

### **SOFTWARE FEATURES**

1. Software Licensing for up to four computers to access the system
2. General Ledger with Automatic Dual Accounting Posting
3. General Ledger Reporting for all Ledger Accounts
4. Data Specific Reports for all Ledger Accounts

5. Provide for a Trail Balance to be run at any time
6. Fiscal Year Maintenance with End of Month Reporting
7. Allow for Year End Fiscal Adjustments to be entered prior to Closing the Fiscal Year
8. Checkbook Reconciliation
9. Inmate Bail Module Complete with Reports Section
10. Inmate Receivable Module Complete with Reports Section
11. Inmate Module Complete with Reports Section
12. Automatic Check Writer with Laser or Form Fed Check Capability
13. Transaction Audit Trail by User
14. Provide for an Automatic Checkbook Reconciliation Module
15. Successful BIDDER will transfer existing account information from current system to their system upon installation
16. Allow for the input of Inmate address and phone contact information for the purpose of generating invoices
17. Allow to receive complete invoicing through software compatible to our current software programming
18. Allow for an invoice to be generated through software compatible to our current software programming
19. Provide for a Multiple Release Module to release a group of Inmates on the same check with appropriate report
20. Onsite Commissary Inventory Module with Reports Section
21. Inmate Property Module with Reports Section
22. Indigent Module which includes the ability to rotate up to four (4) indigent packs individually for each Inmate based upon monetary and time criteria to be determined by the facility

23. Allows for debt to be collected based upon a percentage of incoming funds to be determined by the facility
24. Allows for collected funds to be applied to debts either by priority, percentage, or defaults, commissary inventories, order spending limits and indigent parameters
25. The system shall always be in a balance with a General Ledger
26. Provide reports on cash box/drawer balance and balance history
27. Provide reports on commissary orders, order rejections and commissary sales and products offered
28. Provide reports of frozen Inmate accounts or accounts with administrative holds or other facility designated restrictions
29. Provide account summaries (both individual and facility) including transaction history
30. Provide for escheating of checks
31. Provide for reports on all checkbook activity by operator defined criteria
32. Provide reports of daily and monthly balances, along with daily transactions
33. Allow for accounts to be closed with a facility defined minimum balance not to be paid to the Inmate
34. Provide for inactivity maintenance to include reporting and reclamation of moneys
35. Provide for Inmate intake (active) and release (inactive) reporting
36. Allow for multiple checkbooks to be set up in the software
37. Allow for multiple profit accounts to be maintained within the software
38. Provide for multiple facility & operator log reports
39. Provide for the ability to perform automated group charges by facility designated criteria
40. Allow for classification of Inmates for the purpose of precluding charges being made on those accounts

41. Allow for the assignment of a facility designated permanent number (the Calhoun Sheriff's Office Inmate number) for each Inmate
42. Allow for reports to be run on both the permanent number and booking number for each Inmate
43. Allow for information from Jail Management System to be automatically entered into commissary information
44. Allow for tax reports on non-vendor products sold by facility to Inmates
45. Allow transfer of Inmate information from current vendor data to winning BID vendor data

## **INVENTORY**

The BIDDER will describe the inventory management module in detail and insure that the system provides an inventory module that will contain, at a minimum, the following functions:

### **Inventory Management Features**

1. Ability to track inventory levels
2. Maintain a physical inventory count sheet
3. Generate reorder and restock reports
4. Maintain a listing of all inventory items available
5. Have the ability to maintain multiple site inventories

## **COST RECOVERY COMPONENTS**

The BIDDER shall describe, in detail, the capabilities of proposed system to implement an effective cost recovery program. The BIDDER will provide information regarding how other facilities have implemented a cost recovery program and the projected financial impact this will have to Calhoun County. The BIDDER will provide examples of other facilities within the State of Texas who have implemented similar cost recovery programs.

## **HARDWARE**

The BIDDER shall provide the following computer hardware:

1. One server and one work station with associated printers with a battery backup sufficient to carry the system

The BIDDER shall provide details regarding the computer hardware:

1. List of hardware to be provided. All hardware provided shall be new
2. Hardware support staff for Calhoun County and Training
3. Maintenance schedule for proposed equipment
4. 24/7 Support

#### **START-UP / TRANSITION PLAN**

1. BIDDER shall provide a start-up/transition plan which details and provides time frames for all BID services, systems, software, labor, and equipment necessary for successful commissary process.
2. BIDDER shall provide references and past experience that demonstrate the BIDDER'S ability to successfully perform the proposed start-up/transition plan.

#### **OPERATIONAL PLAN OPTIONS**

1. BIDDER shall provide separate operation plans:
  - a) One including Inmate self-service kiosks in all living units and
  - b) One including phone integration with current phone vendor to allow for phone order entry
2. Orders shall be bagged at an off-site location; no on-site space will be provided for bagging of Inmate orders. BIDS which include on-site bagging will be disqualified
3. Inmates shall receive their orders within 24 hours after they have been processed (money taken off books)
4. BIDDER shall provide a detailed operational plan and schedule for processing and delivering the weekly commissary orders, in a complete and timely manner
5. Accompanying this BID shall be information from a facility (similar in size) with a similar plan that the BIDDER has operated each operation plan requested in Texas. A contact name and number from the facility shall be included

## **PROPOSED OPERATING PLAN**

The BIDDER shall provide the following information with regards to the proposed commissary services.

1. Location of service center which will provide service to the DETENTION FACILITY
2. Overview of proposed operating plan to include service levels, delivery of products and backup operating plan
3. Order packaging procedures to include order filling procedures and individual order packaging
4. Order delivery procedures
5. Complaint resolution process
6. Projected sales with reference documentation

## **INMATE KIOSKS**

1. BIDDER will be required to provide, install and support **10** Inmate ordering kiosks throughout the facility
2. BIDDER will be required to provide, install and support **3** mobile kiosks
3. Wiring - Awarded BIDDER is responsible for all wiring
4. Kiosks shall be made to withstand the correctional environment
5. Kiosks shall use a shatterproof touch screen, keyboard operated kiosks will not be accepted
6. Kiosks shall display pictures of commissary products
7. Kiosks shall be bilingual (English and Spanish, at a minimum)
8. Kiosks shall allow for Inmates to build commissary orders regardless of their balance. Balances will be checked and deducted upon processing of orders
9. Kiosks shall be able to display the Inmate's account balance in real time as well as display their account history (debits/credits)
10. Kiosks shall have an offender communication module (grievances, requests, etc.)
11. Kiosks shall have a facility page for posting static information



**Commissary restrictions to include at a minimum**

<b>Type of Restriction</b>	<b>Description</b>	<b>Scope</b>
Quantity per order	Any item may be restricted to any quantity	Per Inmate, per order
Quantity per time span	In addition to the quantity per order restriction, any item may be restricted to any quantity over any time span in days.	Per Inmate, per item, per time span
Orders per time span	Any Inmate may be restricted from placing any number of commissary orders over any time span in days.	Per Inmate, per time span
Disallowed item	Any item may be restricted entirely from a given Inmate	Per Inmate, per item
Category quantity restriction	Any Inmate may be restricted to a given quantity of a collection of related items	1 per Inmate, per category
Category age restriction	Any Inmate may be completely restricted from ordering a class of items on account of age	Per Inmate, per category
Spending limit restriction	Any Inmate may be restricted to a maximum dollar amount	Per Inmate, per order
Spending limit override	Any Inmate may be granted a spending limit override to order a given item	Per Inmate, per item
Restriction grid by housing location, gender, and/or age	Entire restriction grids including combinations of any of the above restrictions can be applied automatically during the order process based upon an Inmate's location in the facility, gender, or age	Per Inmate, per grid

## **OPERATION OF COMMISSARY NETWORK**

The DETENTION FACILITY agrees to employ the necessary staff persons necessary to operate the commissary, software and distribution of all commissary orders.

The BIDDER shall agree to a regular weekly schedule of when the commissary order(s) shall be placed and delivered with the Jail Administrator.

## **Check Register and Bank Reconciliation**

1. Ability to use pre-numbered or blank check stock
2. Ability to record bank account, routing, and check ID with magnetic ink printing technologies to ensure that all checks recorded to the system are printed from the system
3. Simple and Advanced on-line query capabilities including dollar ranges, date ranges, check number ranges, payee wild card search, Inmate issuing check, and transaction type
4. Ability to update status to cleared, voided, expired
5. Automated Bank to Book Reconciliation with the ability to record and retain bank opening and closing balances and dates, documents cleared, bank charges and credits
6. Positive pay check issue transfer to allow bank to flag possibly fraudulent checks
7. Automated bank reconciliation capabilities to receive check and deposit status in electronic format from bank

## **INTEGRITY AND AUDIT TRAIL**

Each financial transaction relating to an Inmate account shall include, at minimum, the Inmate's account code, the date, amount, timestamp (to the millisecond), workstation ID, officer ID, description, receipt number, cross-reference to related transactions (example: recoverable, bank reconciliation, general journal, etc.), and the transaction code (example: DEPCASH, DEPMO money order, EPR electronic commissary purchase, ERF refund, CHECK, etc. [these transaction codes shall be both unlimited and 100 percent user definable]).

## **Debit Release Specifications**

1. Debit release cards shall carry the MasterCard® or Visa® logo
2. Debit release card shall be FDIC insured
3. Service shall provide immediate access to funds

4. Release cards shall provide the ability to make both pin based and signature based transactions
5. Both pin based and signature based transactions shall be free of charge to the cardholder
6. Release cards shall allow for the first ATM withdrawal to be free of charge to the cardholder (from provider)
7. Release card shall have the option to be converted to a permanent re-loadable card by the cardholder
8. Release cards shall have a toll-free customer service number located on the card. Customer service shall be bi-lingual and accessible 24x7x365
9. Release cards shall have 24x7x365 account access
10. Facility staff shall be able to access a secure website for the purpose of loading the Inmate funds onto a debit release card
11. BIDDER shall provide a card swipe that will allow the facility staff to populate the debit card number on the website to reduce human error
12. Facility shall have access to reporting needs 24x7x365 via the secure website
13. The debit release card program shall be offered at no cost to the Agency
14. Release cards shall be able to load a maximum of \$2,500.00
15. Inmates shall be able to activate the cards by a toll-free phone number and a secure website. Both to be free of charge to the Inmate
16. Inmates shall have the option to register their card with the provider upon activation. If reported lost, the provider can de-activate card and send them the remaining balance at time of deactivation to the Inmate

#### **INMATE BANKING AND COMMISSARY SERVICE PAYMENT**

The BIDDER shall invoice the DETENTION FACILITY for all commissary items purchased pursuant to the commissary network.

The DETENTION FACILITY shall pay such invoices from Inmate welfare funds and the DETENTION FACILITY shall be responsible for seeking reimbursement for Inmate welfare funds.

## **J. COMMISSARY AND TELEPHONE SERVICES**

Both services shall allow Inmates to retrieve their balance from the Inmate housing phone and place their commissary order to be finalized by the phone system provided or by a DETENTION FACILITY staff officer at no fee.

The phone systems shall retrieve Inmate information from the Jail Management System.

Phone recordings and usage of access to the internet or web-based phone system shall be provided at no additional fee.

The DETENTION FACILITY shall not be charged for BIDDER providing signage, training, repairs, updates, billing or collection.

## **K. ADDITIONAL SERVICES**

The BIDDER shall provide the highlights of additional services or offerings available from the BIDDER which will benefit the DETENTION FACILITY. The BIDDER shall only submit services and software products that are currently available and in use at another correctional facility. The BIDDER shall include any costs associated with the additional services.

## **VI. GENERAL**

### **ADDENDA**

Any interpretations, corrections or changes to this BID will be made by addenda. When specifications are revised, the Calhoun County Auditor's Office will send the addendum to each BIDDER that attended the mandatory pre-bid meeting once it has been approved by Commissioners Court. No addendum can be sent out until Commissioners Court has approved the addendum.

### **ASSIGNMENT**

The successful BIDDER shall not sell, assign, transfer or convey any Contract resulting from this BID, in whole or in part, without the prior written consent of the Calhoun County Commissioners Court.

### **AUDIT**

BIDDER shall permit the DETENTION FACILITY and/or the County Auditor's office to audit, read, review and copy all records pertaining to this BID at no additional charge.

## **AWARD OF BID**

Calhoun County reserves the right to reject any or all BIDS, including without limitation the rights to reject any or all nonconforming, nonresponsive, unbalance or conditional BIDS and to reject the BID of any BIDDER if the County believes that it would not be in the best interest of the DETENTION FACILITY to make an award to that BIDDER, whether because the BID is not responsive or the BIDDER is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Calhoun County. Calhoun County reserves the right to waive all informalities not involving price, time or changes in the BID, waive technicalities, and to negotiate Contract terms with the successful BIDDER.

Calhoun County Commissioners Court shall be the sole judge in determining which BID shall be the most advantageous to Calhoun County.

Calhoun County may conduct such investigations as Calhoun County deems necessary to assist in the evaluation of any BID and to establish the responsibility, qualifications and financial ability of BIDDER.

## **BID FORM**

1. The BID Form is included in the Invitation to BID Packet
2. All blanks on the BID Form shall be completed by printing in ink or by typewriter
3. BIDS by corporations shall be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign). The corporate address and state of incorporation shall be shown below the signature
4. BIDS by partnerships shall be executed in the partnership name and signed by a partner, whose title shall appear under the signature and the official address of the partnership shall be shown below the signature
5. All names shall be typed or printed in ink below the signature
6. The Addendum, if any, shall be acknowledged on the BID Form
7. Evidence of authority to conduct business as an out-of-state corporation in Texas shall be provided. State license number, if any, shall also be shown

## **BIDS / BIDDERS SHALL COMPLY WITH**

All BIDS and BIDDERS shall comply with all Federal, State, County and local laws governing or covering this type of service.

### **CERTIFICATE OF INTERESTED PARTIES (FORM 1295)**

Calhoun County Commissioners Court WILL NOT consider for action any BID with a business entity unless it is accompanied by a completed, signed Form 1295 or a signed statement declaring the provision of the law under which the business entity is exempt.

### **CERTIFICATE OF LIABILITY INSURANCE**

A copy of proof that the BIDDER has Liability Insurance shall be submitted with the BIDDER'S BID.

Once the BID is awarded and before commencing work, the successful BIDDER shall be required, at their own expense, to furnish the Calhoun County Auditor within ten (10) days of notification of award with a certificate(s) of liability insurance (Form ACORD 25 or equivalent) showing, at least, the minimum required insurance coverage as stated in the Calhoun County General Conditions.

If successful BIDDER at any time neglects, refuses to provide, or cancels the insurance required, Calhoun County shall have the right to terminate the BID and Contract or pursue any remedy available by law.

Insurance coverage requirements in the BID and Contract will in no way be construed as limiting the scope of indemnification.

### **CHANGE ORDER**

No oral statement from any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the BID and Contract. All change orders to the BID and Contract will be made in writing by the DETENTION FACILITY and taken to Commissions Court to be approved. After Commissioners Court has approved the change order, the change order will be sent out by the Calhoun County Auditor's Office.

### **COMMISSION PAYMENT**

Commission payments shall be made payable to: Calhoun County

Commission payments shall be mailed directly to:

Calhoun County Adult Detention Center  
Attn: Rachel Martinez, Jail Administrator  
302 West Live Oak Street  
Port Lavaca, TX 77979

## **CONFLICT OF INTEREST**

No official, employee, or agent of Calhoun County shall have financial interest, direct or indirect, in this BID except on behalf of Calhoun County as an official, employee, or agent. Any willful violation of this section shall constitute malfeasance in office, and any official, employee, or agent guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the company, corporation, firm, partnership, or individual contracting with Calhoun County shall render the BID voidable by the Calhoun County Commissioners Court.

## **CONFIDENTIALITY**

All information disclosed by the DETENTION FACILITY to successful BIDDER for the purpose of the work to be done or information that comes to the attention of the successful BIDDER during the course of performing such work is to be kept strictly confidential.

## **CONTRACT**

This request for BID and submitted documents, when properly accepted by Calhoun County, shall constitute a Contract equally binding between the successful BIDDER and Calhoun County. No different or additional terms will become a part of this BID and Contract with the exception of an Addendum, Amendment or Change Order approved by Calhoun County Commissioners Court.

## **DESIGN, STANDARDS AND PRACTICES**

Design, strength, quality of materials and workmanship shall conform to the highest standards of engineering practicing and/or professional services.

## **DISCLOSURE OF FEES AND/OR CHARGES**

No other fees, taxes or charges shall be billed to the DETENTION FACILITY unless noted as an exception to this BID. If exceptions are made to this BID, they shall be listed at the end as an exhibit. Exceptions may void the BID.

## **EQUAL EMPLOYMENT OPPORTUNITY**

BIDDER shall ensure that no discrimination will occur against employees and applicants for employment because of their ethnic background, gender, age, religious practice, familial status, disability, or limited English language proficiency.

## **GENERAL CONDITIONS**

The County's General Conditions (Calhoun County, Texas – General Conditions) are a part of the BID Specifications.

## **GOVERNING LAW**

The BID shall be governed and construed according to the laws of the State of Texas.

For any disputes, Calhoun County, Texas shall be the County of venue for any suit involving any dispute that may arise under this BID and Contract. The BID and Contract is performable in Calhoun County, Texas.

## **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS**

A prospective BIDDER shall affirmatively demonstrate their responsibility. A prospective BIDDER shall meet the following requirements:

1. Have adequate financial resources, or the ability to obtain such resources as required
2. Be able to comply with the required or proposed delivery schedule
3. Have a satisfactory record of performance
4. Have a satisfactory record of integrity and ethics
5. Be otherwise qualified and eligible to receive the award

Calhoun County may request representation and other information sufficient to determine BIDDER'S ability to meet these requirements listed above.

## **NOTICES**

Any notice required to be given under the provisions of this BID shall be in writing and shall be delivered in person or sent by registered or certified mail, return receipt requested to the parties at the following addresses:

### **DETENTION FACILITY:**

Calhoun County  
Attn: Calhoun County Judge  
Richard H. Meyer  
211 South Ann Street, Suite 301  
Port Lavaca, Texas 77979  
Telephone: 361-553-4600  
Fax: 361-553-4444

### **BIDDER:**

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**With a copy of any notices to the below addresses:**

Calhoun County Adult Detention Center  
Attn: Rachel Martinez, Jail Administrator  
302 West Live Oak Street  
Port Lavaca, Texas 77979

Calhoun County Sheriff  
Attn: Bobbie Vickery  
211 South Ann Street, Suite 105  
Port Lavaca, Texas 77979

Calhoun County Auditor  
202 South Ann Street, Suite B  
Port Lavaca, Texas 77979

Either party may designate a different address by giving the other party written notice.

**OWNERSHIP**

All plans, cabling, prints, designs, concepts, etc. shall become the property of Calhoun County.

**PATENTS / COPYRIGHTS**

The successful BIDDER agrees to protect Calhoun County from claims involving infringements of patents and/or copyrights.

**PERFORMANCE OF BID / CONTRACT**

Calhoun County reserves the right to enforce the performance of this BID and Contract in any manner prescribed by law or deemed to be in the best interest of the County and the Inmates in the DETENTION FACILITY in the event of breach or default of award.

**PUBLIC INFORMATION ACT**

All governmental information is presumed to be available to the public. Certain exceptions may apply to the disclosure of the information. Governmental bodies shall promptly release requested information that is not confidential by law, either constitutional, statutory, or by judicial decision, or information for which an exception to disclosure has not been sought. BIDDER waives any obligations to the release to the public of any documents submitted in accordance with the BID.

## **SALES TAX**

Calhoun County is by statute exempt from State, City and County Sales Tax and Federal Excise Taxes on telephone services and other services and supplies provided for use by Calhoun County; therefore the BID shall not include these taxes.

Sales tax on taxable items (commissary items, phone cards, etc.) sold to Inmates shall be collected by the successful BIDDER and remitted on behalf of Calhoun County and the DETENTION FACILITY.

## **SIGNING OF CONTRACT**

Once the award of the BID is approved by Commissioners Court, the Calhoun County Auditor's Office shall issue a Notice of Award and the required number of unsigned counterparts of the Contract to the successful BIDDER, for proper signatures. Within ten days thereafter the successful BIDDER shall sign and deliver the required number of counterparts of the Contract to Calhoun County.

## **SUBMITTAL OF CONFIDENTIAL MATERIAL**

Any material that is to be considered as confidential in nature shall be clearly marked as such by the BIDDER and will be treated as confidential by Calhoun County as allowed by the Local Government Code.

## **SUCCESSFUL BIDDER**

Successful BIDDER shall defend, indemnify and hold Calhoun County and all its officers, agents and employees harmless from all suits, actions or other claims of any character, name and description brought forth for or on account of injuries or damages received or sustained by any person, persons, or property on account of any direct or indirectly negligent act or fault of the successful BIDDER or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any Contract which may result from the award of the BID.

Successful BIDDER shall pay any judgement with cost which may be obtained against Calhoun County growing out of such injury or damages.

Successful BIDDER shall procure and maintain, with respect to the subject matter of this BID and Contract, appropriate insurance coverage including, as a minimum, general liability and property damage, workers' compensation and employer's liability insurance with adequate limits to cover BIDDER'S liability as may arise directly or indirectly from work performed under terms of this BID and Contract. Certification of such coverage shall name Calhoun County as an additional insured and be provided to the County upon request.

## **TERM AND TERMINATION**

The term of the BID shall be for a two (2) year period beginning on February 15, 2022 and ending on February 14, 2024 and continue in full force and effect for the two (2) year period unless terminated in accordance with the terms of this BID.

Before the end of the initial BID and Contract term, the BID and Contract has the option to renew yearly (one year terms) upon Commissioners Court approval. Each one year renewal shall be approved by Commissioners Court prior to the end date of the Contract.

The BID and Contract may be terminated by either party at any time for any reason upon giving sixty (60) days written notice to the other party of such termination. The successful BIDDER shall state therein the reasons for such cancellation. Prior written notice shall be delivered in person or sent by registered or certified mail, return receipt requested, proper postage paid and properly addressed to: 1) Calhoun County Adult Detention Center, Attn: Rachel Martinez, Jail Administrator, 302 West Live Oak Street, Port Lavaca, Texas 77979; 2) Calhoun County Sheriff, Attn: Bobbie Vickery, 211 South Ann Street, Suite 105, Port Lavaca, Texas 77979; 3) Calhoun County Judge, Attn: Richard H. Meyer, Calhoun County Courthouse, 211 South Ann Street, Suite 301, Port Lavaca, Texas 77979; and 4) Calhoun County Auditor, 202 South Ann Street, Suite B, Port Lavaca, Texas 77979.

Either party has immediate termination rights for cause.

## **VENUE**

The BID will be governed and construed according to the laws of the State of Texas. All disputes shall be held in Calhoun County, Texas. This BID is performable in Calhoun County, Texas.

## **CALHOUN COUNTY, TEXAS GENERAL CONDITIONS**

**General Conditions apply to all advertised Invitations to Bid (hereinafter called Bid), Request for Proposals (hereinafter called RFP), Request for Qualifications (hereinafter called RFQ), Contracts/Agreements/Leases (hereinafter called Contract); however these may be superseded in whole or in part by the scope, special requirements, specifications or special sections of Texas Government Code and/or Texas Local Government Code.**

### **Governing Law:**

Bidder/Vendor is advised that the Bid, RFP, RFQ, and/or Contract shall be fully governed by the laws of the State of Texas and that Calhoun County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of the Bid, RFP, RFQ, and/or Contract.

All parties agree that the venue for any litigation arising from this Bid, RFP, RFQ, and/or Contract shall be held in Port Lavaca, Calhoun County, Texas.

### **Completion of Bid, RFP, RFQ, and/or Contract Forms:**

Once the Bid, RFP, RFQ, and/or Contract is released for bidding, Calhoun County will not answer any questions except through an addendum that has been approved by Calhoun County Commissioners Court or at a mandatory pre-bid meeting.

Complete, sign, and return to the Calhoun County Judge's Office the required number of Bid forms, RFP forms, RFQ forms, and/or Contracts, and any other required information by the day and time the Bid, RFP, RFQ, and/or Contract is due.

The Bid, RFP, RFQ, and/or Contract must be signed and dated by an officer, employee or agent who is duly authorized to execute this Bid, RFP, RFQ, and/or Contract, and affirms that this company, corporation, firm, partnership or individual has not prepared this Bid, RFP, RFQ, and/or Contract in collusion with any other bidder/vendor or any official or employee of Calhoun County, and that the contents of this Bid, RFP, RFQ, and/or Contract as to prices, terms or conditions of said Bid, RFP, RFQ, and/or Contract have not been communicated by the individual signing nor by any employee or agent to any other person engaged in this type of business or to any official or employee of Calhoun County prior to the official opening of this Bid, RFP, RFQ, and/or Contract.

The use of liquid paper or white out is not acceptable and may result in the disqualification of the bidder's/vendor's Bid, RFP, RFQ, and/or Contract. If an error is made, the bidder/vendor must draw a line through the error and initial each change. All responses typed or handwritten in ink must be clear and legible.

**Submission of Sealed Bid, RFP, RFQ, and/or Contract:**

All Bids, RFPs, RFQs, and/or Contracts must be delivered to the County Judge's Office in a SEALED envelope or box. When submitting a SEALED Bid, RFP, RFQ, and/or Contract the envelope or box must be taped and/or glued closed in order for it to be accepted as a SEALED Bid, RFP, RFQ, and/or Contract.

The bidder/vendor must submit the original and required number of copies of their completed Bid, RFP, RFQ, and/or Contract and any additional required information/forms in a SEALED envelope or box to the Calhoun County Judge's Office, Calhoun County Courthouse, 211 South Ann Street, 3<sup>rd</sup> Floor, Suite 301, Port Lavaca, Texas. The Bid, RFP, RFQ, and/or Contract will specify the date and time due.

The cell phone in the County Judge's office or the cell phone of the County Auditor's Representative is the official clock that will be used in determining the time the Bid, RFP, RFQ, and/or Contract is received and the time the Bid, RFP, RFQ, and/or Contract will be opened. A late delivery with an early postmark or delivery of the Bid, RFP, RFQ, and/or Contract to the wrong office will not suffice. The door to the County Judge's office will be closed once the due date and time has been reached and no other bids will be accepted.

Calhoun County will not be responsible for the delivery of your Bid, RFP, RFQ, and/or Contract to the office of the Calhoun County Judge. Calhoun County is not responsible for late deliveries due to postal mail or other mail delivery services delays. Calhoun County is not responsible for the delivery of the Bid, RFP, RFQ, and/or Contract to the wrong office. Calhoun County does not accept faxed or emailed Bids, RFPs, RFQs, and/or Contracts. If the bidder/vendor would like to confirm the delivery of their Bid, RFP, RFQ, and/or Contract, the bidder/vendor may call the Calhoun County Judge's office at 361-553-4600. Late Bids, RFPs, RFQs, and/or Contracts will not be accepted. Bids, RFPs, RFQs, and/or Contracts received after the deadline will not be opened and shall be considered void and unacceptable.

Bids, RFPs, RFQs, and/or Contracts must be submitted in a SEALED 9 x 12 or larger envelope or box, addressed as follows: Richard H. Meyer, County Judge, Calhoun County Courthouse, 211 S. Ann St., Suite 301, Port Lavaca, TX 77979.

The outside of the SEALED envelope or box must be clearly marked: SEALED BID (RFP, RFQ, or Contract) and the name of the Bid, RFP, RFQ, or Contract.

If the Bid, RFP, RFQ, and/or Contract is sent by UPS, FedEx or other delivery service, the outside of this envelope or box must be clearly marked: SEALED Bid (RFP, RFQ, or Contract) and the name of the Bid, RFP, RFQ, or Contract.

**Withdrawal of Bid, RFP, RFQ, and/or Contract:**

A bidder/vendor may withdraw their Bid, RFP, RFQ, and/or Contract before Calhoun County's acceptance of the Bid, RFP, RFQ, and/or Contract without prejudice to the bidder/vendor, by submitting a written request for its withdrawal to the Calhoun County Judge and mail or hand deliver to the address the Bid, RFP, RFQ, and/or Contract was submitted to.

A Bid, RFP, RFQ, and/or Contract that was opened are not subject to amendment, alteration, or change for the purpose of correcting an error in the Bid, RFP, RFQ, and/or Contract price. Bids, RFPs, RFQs, and/or Contracts containing an error may be offered "as is" or withdrawn by the bidder/vendor in accordance with applicable State Laws.

**Opening and Award of Bid, RFP, RFQ, and/or Contract:**

Bidders/vendors are invited to be present at the opening and awarding of the Bid, RFP, RFQ, and/or Contract.

**Governing Forms:**

In the event of any conflict between the terms and provisions of these conditions, the Bid, RFP or RFQ specifications or contract, if applicable, shall govern. In the event of any conflict of interpretation of any part of this overall document, Calhoun County's interpretation shall govern.

**Addendums:**

When specifications are revised, the Calhoun County Auditor's Office will send each bidder/vendor that received a Bid, RFP, RFQ, and/or Contract packet the addendum once it has been approved by Calhoun County Commissioners Court. No addendum can be sent out until Calhoun County Commissioners Court has approved the addendum.

**Indemnification/Hold Harmless:**

The successful bidder/vendor shall defend, indemnify and hold Calhoun County and its officials, agents, and employees harmless from all suits, actions, or for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from bidder's/vendor's performance. Bidder/vendor shall procure and maintain, with respect to the subject matter of this Bid, RFP, RFQ, and/or Contract, appropriate insurance coverage including, as a minimum, general liability and property damage, workers' compensation, employer's liability and auto insurance with adequate limits to cover bidder's/vendor's liability as may arise directly or indirectly from work performed under terms of this Bid, RFP, RFQ, and/or Contract. Certification of such coverage shall name, by policy endorsement, Calhoun County as an additional insured and be provided to Calhoun County upon request.

**Waiver of Subrogation:**

Bidder/vendor and bidder's/vendor's insurance carrier shall waive any and all rights whatsoever with regard to subrogation against Calhoun County and its respective officials, employees, and insurers as an indirect party to any suit arising out of personal or property damages resulting from bidder's/vendor's performance under this Bid, RFP, RFQ, and/or Contract. Insurers and all policies of insurance provided shall contain a provision and/or endorsement stating that the insurance carriers and underwriters waive all rights of subrogation in favor of Calhoun County and its respective officials, employees, and insurers.

**Bonds:**

If the Bid, or RFP, requires submission of bid or proposal guarantee and performance bond, there will be a separate page explaining those requirements. Bids or RFPs submitted without the required bid bond or cashier's checks are not acceptable.

**Taxes:**

Calhoun County is exempt from all sales tax (state, city and county sales tax) and federal excise taxes. Tax exempt forms will be furnished upon request to the Calhoun County Auditor's Office.

**Pricing:**

Prices for all products/goods, services, and/or contracts shall be firm for the duration of the Bid, RFP, and/or Contract and shall be stated on the Bid, RFP, and/or Contract form. Prices shall be all inclusive. All prices must be written in ink or typewritten and must be legible.

Pricing on all transportation, freight, and other charges are to be prepaid by the bidder/vendor and included in the Bid, RFP, and/or Contract prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder/vendor must indicate the items required and their costs or forfeit the right to payment for such items. Additional charges added to the Bid, RFP, and/or Contract prices may void the Bid, RFP, and/or Contract.

Where unit pricing and extended pricing differ, unit pricing prevails.

**Inspections:**

Calhoun County reserves the right to inspect any products/goods or service location for compliance with specifications and requirements and needs of the using department before accepting them.

When applicable, Calhoun County reserves the right to enter upon any County leased premises at any time to inspect said premises.

**Testing:**

Calhoun County reserves the right to test equipment, supplies, materials, and products/goods bid, proposed, and/or agreed upon for quality, compliance with specifications and ability to meet the needs of the user. Should the equipment, supplies, materials, products/goods and/or services fail to meet requirements and/or be unavailable for evaluation, the Bid, RFP, and/or Contract is subject to rejection.

**Material Safety Data Sheets:**

Under the "Hazardous Communications Act", commonly known as the "Texas Right To Know Act", a bidder/vendor must provide to Calhoun County with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the bidder/vendor to furnish this documentation will be cause to reject any Bid, RFP, and/or Contract applying thereto.

**Awards:**

Calhoun County reserves the right to award this Bid, RFP, RFQ, and/or Contract on the basis of lowest and/or best Bid, RFP, RFQ, and/or Contract that met specifications in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder/vendor, to reject any or all Bids, RFPs, RFQs, and/or Contracts and to be the sole judge in determining which Bid, RFP, RFQ, and/or Contract will be most advantageous to Calhoun County.

Calhoun County will evaluate and may award a Bid, RFP, RFQ, and/or Contract based on lowest and/or best Bid, RFP, RFQ, and/or Contract meeting specifications. "Lowest and/or best Bid, RFP, RFQ, and/or Contract" means a bid or offer providing the best value considering associated direct and indirect costs, including transport, maintenance, reliability, life cycle, warranties, the county's past experience with the bidder/vendor and customer service after a sale.

Calhoun County reserves the right to accept and/or reject any/all of the options Bid, any/all of the RFPs, any/all of the RFQs, and/or any/all of the Contracts as it deems to be in the best interest of the County. An award is final only upon formal execution by Calhoun County Commissioners Court.

Per Local Government Code, Sec. 262.027, Calhoun County reserves the right to reject all Bids, RFPs, RFQs, and/or Contracts and to go out for new Bids, RFPs, RFQs, and/or Contracts.

In the event of tie Bids, RFPs, RFQs, and/or Contracts, the winning Bid, RFP, RFQ, and/or Contract is determined per the Texas Local Governmental Code 262.027(b).

Calhoun County, Texas is an Affirmative Action/Equal Opportunity Employer. The County does not discriminate on the basis of race, color, national origin, sex, sexual orientation, gender identity, religion, age or handicapped status in employment or the provision of services. Section 3 Residents, Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and labor surplus area firms are encouraged to submit Bids, RFPs, RFQs, and/or Contracts.

**Assignment:**

The successful bidder/vendor may not assign, sell, sublease or otherwise transfer the Bid, RFP, RFQ, and/or Contract without first obtaining the written approval of Calhoun County Commissioners Court.

A change in ownership or management shall cancel the Bid, RFP, RFQ, and/or Contract unless a mutual agreement is reached with the new owner or manager to continue the Bid, RFP, RFQ, and/or Contract under the awarded provisions and approved by Calhoun County Commissioners Court.

**Term of the Bid, RFP, RFQ, and/or Contract:**

If the Bid, RFP, RFQ, and/or Contract is intended to cover a specific time period, said time will be given in the specifications, instructions, and/or contracts.

**Obligation of the Bid, RFP, RFQ, and/or Contract:**

Bids, RFPs, RFQs, and/or Contracts are awarded only upon formal execution by Calhoun County Commissioners Court. If a contract is required, the Calhoun County Judge or other person authorized by Calhoun County Commissioners Court must sign the contract before it becomes binding on Calhoun County. No person is authorized to sign contracts until authorized by Calhoun County Commissioners Court. Calhoun County is not responsible for any contract signed without Commissioners Court approval.



**Delivery:**

All items shall be shipped F.O.B. inside (or site location) delivery unless otherwise stated in the specifications. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes Calhoun County to purchase supplies from the next lowest bidder/vendor that met specifications.

**Rejections:**

Articles not in accordance with samples and specifications must be removed by the bidder/vendor at the bidder's/vendor's expense.

All disputes concerning quality of equipment, supplies, materials, products/goods, and/or services delivered under this Bid, RFP, RFQ, and/or contract will be determined by Calhoun County Commissioners Court or their designated representative.

**Termination:**

Calhoun County reserves the right to terminate the Bid, RFP, RFQ, and/or Contract for default if the bidder/vendor breaches any of the terms therein, including warranties of bidder/vendor or if the bidder/vendor becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Calhoun County may have in law or equity.

Default may be construed as, but not limited to, failure to deliver the proper products/goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Calhoun County's satisfaction and/or to meet all other obligations and requirements.

Bids, RFPs, RFQs, and/or Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified. The bidder/vendor or Calhoun County must state therein the reasons for such cancellation. Calhoun County reserves the right to award cancelled Bid, RFP, RFQ, and/or Contract to the next lowest and best bidder/vendor that met specifications and is deemed to be in the best interest of Calhoun County.

**Delinquent Property Taxes:**

Calhoun County reserves the right to reject any Bid, RFP, RFQ, and/or Contract submitted by a bidder/vendor owing delinquent property taxes to Calhoun County, Texas.

If the bidder/vendor subsequently becomes delinquent in the payment of Calhoun County taxes this may be grounds for cancellation of the Bid, RFP, RFQ, and/or Contract. Despite anything to the contrary, if the bidder/vendor is delinquent in payment of Calhoun County taxes at the time of invoicing, bidder/vendor assigns any payments to be made under this Bid, RFP, RFQ, and/or Contract to the Calhoun County Tax Assessor Collector for the payment of delinquent taxes.

**Certificate of Interested Parties – Form 1295**

Section 2252.908 was added to the Government Code by the 84<sup>th</sup> Texas Legislature through adoption of House Bill 1295.

Senate Bill 255 adopted by the 85<sup>th</sup> Legislature Regular Session amended the law effective for contracts entered into or amended on or after January 1, 2018.

Additional exemptions from Form 1295 requirement were added for 1) a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity, 2) a contract with an electric utility as defined by Section 31.002 of the Utilities Code, or 3) a contract with a gas utility as defined by Section 121.001 of the Utilities Code.

Notarization of Form 1295 has been replaced by an unsworn statement under penalty of perjury by an authorized representative of the business entity.

The Texas Ethics Commission promulgated rules to implement the law and established an online portal: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm).

The law states that a County may not enter into a contract with a business entity unless a Certificate of Interested Parties (Form 1295) has been completed and provided to the County at the time the contract is considered for action by Commissioners Court.

The term “business entity” includes a sole proprietorship, partnership or corporation (whether for-profit or non-profit). The term “contract” includes amendment, extension or renewal of an existing contract (Bids, RFPs, and/or RFQs also require Form 1295).

The law does not apply to a Bid, RFP, RFQ, and/or Contract between the County and another governmental entity or state agency.

The county is required to file Form 1295 with the state within thirty (30) days of approving a contract, and/or awarding a Bid, RFP, RFQ, and/or Contract with a business entity. Governmental transparency is the objective of the law.

A business entity must generate Form 1295 online. A business entity must use the application at the Texas Ethics Commission website to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number and date filed in the box marked “Office Use Only” located at the top right hand corner of the form.

An authorized agent of the business entity must sign and complete the bottom portion of the printed copy of the form affirming under the penalty of perjury that the completed form is true and correct.

*Calhoun County Commissioners Court will not consider for action any Bid, RFP, RFQ, and/or Contract with a business entity unless it is accompanied by a completed and signed Form 1295 or a signed statement declaring the provision of the law under which the business entity is exempt.*

No later than thirty (30) days after Calhoun County Commissioners Court approves a contract, or awards a Bid, RFP, and/or RFQ with a business entity, the Calhoun County Clerk will file acknowledgement of receipt of the Form 1295 with the Texas Ethics Commission. The Texas Ethics Commission will post the completed Form 1295 to its website within seven (7) business days after Calhoun County acknowledges receipt of the form.

**Debarment:**

Bidder/vendor certifies that at the time of submission of its (their) Bid, RFP, RFQ, and/or Contract, the bidder/vendor, as well as the bidder's/vendor's principals, are not on the federal government's list of suspended, ineligible or debarred bidders/vendors and that the bidder/vendor and its (their) principals have not been placed on this list between the time of the Bid, RFP, RFQ, and/or Contract submission and the time of execution of the Bid, RFP, RFQ, and/or Contract.

A print out of the search results, including principals, if any, from the System for Award Management ([www.SAM.gov](http://www.SAM.gov)) that includes the record date must be included with the bidder's/vendor's Bid, RFP, RFQ, and/or Contract.

If bidder/vendor or its (their) principals are placed on this list during the term of the Bid, RFP, RFQ, and/or Contract, the bidder/vendor shall notify the Calhoun County Auditor. False certification or failure to notify may result in termination of the Bid, RFP, RFQ, and/or Contract for default.

**Invoices and Payments:**

All invoices are subject to approval by the Calhoun County Auditor's Office.

Invoices shall be billed to Calhoun County to the attention of the County Department that the invoice pertains to and, if applicable, have all necessary backup information needed.

Invoices shall be itemized (detailed) and free of sales tax (state, city and county sales tax) and federal excise taxes, if applicable.

Invoices that are not billed to Calhoun County to the attention of the County Department that the invoice pertains to, not itemized (detailed) and/or free of sales tax (state, city and county sales tax) and federal excise taxes, if applicable, may be returned to the bidder/vendor for corrections. Calhoun County will not incur any fees and/or charges for this request and/or delay in payment of the invoice(s) that was originally submitted incorrectly.

Approval of payment of all invoices will be made once the purchase order and invoice(s) are properly and timely submitted to the Calhoun County Treasurer's Office by the appropriate County department. Each County department is responsible for submitting their purchase orders for payment to the Calhoun County Treasurer's Office by the deadline time and date set forth by the Treasurer's office. No payment can be made or mailed out until approved by Calhoun County Commissioners Court. Purchase order due dates/times and Commissioners Court dates/times are subject to change.

Calhoun County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to the seller by the county.

**Gratuities:**

Calhoun County may, by written notice to the bidder/vendor, cancel any order and/or service without liability, if it is determined by Calhoun County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the bidder/vendor, or any agent or representative of the bidder/vendor to any official, employee, or agent of Calhoun County with a view toward securing a Bid, RFP, RFQ, Contract, order, and/or service.

In the event a Bid, RFP, RFQ, Contract, order, and/or service is canceled by Calhoun County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by bidder/vendor in providing such gratuities.

**Warranty Product:**

Bidder/vendor warrants that products/goods sold to and/or services provided to Calhoun County shall conform to the highest commercial and/or professional standards in the industry and laws established by the U.S. Department of Labor, U.S. Department of Homeland Security, Occupational Safety and Health Administration and OSHA Act of 1970.

In the event products/goods sold and/or services provided do not conform to OSHA Standards, where applicable, Calhoun County shall return the product/item for correction or replacement at the bidder's/vendor's expense. In the event that services do not conform to OSHA Standards, Calhoun County may immediately stop the services and seek reimbursement for said services at the bidder's/vendor's expense.

In the event the bidder/vendor fails to make the appropriate correction within a reasonable time, correction made by Calhoun County shall be at the bidder's/vendor's expense.

Bidder/vendor shall not limit or exclude any implied warranties and any attempt to do so shall render this Bid, RFP, RFQ, and/or Contract voidable at the option of Calhoun County.

Bidder/vendor warrants that the products/goods and/or services furnished and/or performed will conform to the specifications, scope of work, general conditions, drawings, and/or descriptions listed in the Bid, RFP, RFQ, and/or Contract and to the sample(s) furnished by bidder/vendor, if any.

In the event of a conflict between the specifications, scope of work, general conditions, drawings, and/or descriptions, the specifications shall govern.

All products/goods must be new, in first class condition, unless otherwise specified. The design, strength and quality of materials must conform to the highest standards of manufacturing practice.

Products/goods, and/or services supplied and/or performed under this Bid, RFP, RFQ, and/or Contract shall be subject to Calhoun County's approval.

Successful bidder/vendor shall warrant that all products/goods and/or services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and

be free from all defects in material, workmanship and title. Any products/goods and are services found defective or not meeting specifications shall be picked up and promptly replaced or corrected to Calhoun County's satisfaction by the successful bidder/vendor at no expense to Calhoun County.

**Cancellation:**

Calhoun County shall have the right to cancel for default all or any part of the undelivered portion of an order and/or services if bidder/vendor breaches any of the terms hereof including warranties of bidder/vendor, or if the bidder/vendor becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Calhoun County may have in law or equity. Calhoun County shall not incur any fees and/or charges related to the cancellation. The bidder/vendor shall be responsible for any fees and/or charges that are related to the cancellation.

**Force Majeure:**

Force Majeure means a delay encountered by a party in the performance of its obligations under this Bid, RFP, RFQ, and/or Contract, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors.

In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Bid, RFP, RFQ, and/or Contract, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Bid, RFP, RFQ, and/or Contract from terminating in accordance with the termination provisions.

If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.

**Waiver:**

No claim or right arising out of a breach of any Bid, RFP, RFQ, and/or Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

**Applicable Law:**

To the extent it is applicable, this Bid, RFP, RFQ, and/or Contract shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the "Uniform Commercial Code" as adopted in the State of Texas as effective and in force on the date of this Bid, RFP, RFQ, and/or Contract. Otherwise, Texas state and federal law shall apply.

**Prohibition against Personal Interest in Bids, RFPs, RFQs, and/or Contracts:**

No official, employee, or agent of Calhoun County shall have financial interest, direct or indirect, in any Bid, RFP, RFQ, and/or Contract with Calhoun County, or shall be financially interested, directly or indirectly, in the sale/lease to Calhoun County of any land, materials, supplies, or service, except on behalf of Calhoun County as an official, employee, or agent. Any willful violation of this section shall constitute malfeasance in office, and any official, employee, or agent guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the company, corporation, firm, partnership, or individual contracting with Calhoun County shall render the Bid, RFP, RFQ, and/or Contract involved voidable by the Calhoun County Commissioners Court.

**Insurance:**

Proof (copy of bidder's/vendor's current insurance) of the below listed insurance may be required to be returned with the Bid, RFP, RFQ, and/or Contract.

As additional security for Calhoun County and as separate obligations of bidder/vendor not in conjunction with any other provisions of the Bid, RFP, RFQ, and/or Contract, bidder/vendor agrees to carry and maintain during the term of the Bid, RFP, RFQ, and/or Contract the minimum insurance coverages stated below.

Before commencing work, the successful bidder/vendor shall be required, at his own expense, to furnish the Calhoun County Auditor within ten (10) days of notification of award with a certificate(s) of liability insurance (Form ACORD 25 or equivalent) showing, at least, the following minimum insurance coverage to be in force throughout the term of the Bid, RFP, RFQ, and/or Contract. Higher rates and/or additional coverage may apply depending upon type of Bid, RFP, RFQ, and/or Contract.

General Liability (\$100,000/\$300,000 or greater)  
Workers' Compensation (at Statutory Limits)  
Employer's Liability (\$1,000,000 or greater)  
Auto Insurance (\$100,000 BIPP/\$300,000 BIPO/\$100,000 PD or greater)  
Professional Liability Insurance (if applicable)  
Farm Liability Insurance (if applicable)

Coverages shall apply on an occurrence basis.

The certificate(s) must reflect, by policy endorsement, that Calhoun County, Texas is an additional insured on all required policies.

Each certificate of liability insurance (Form ACORD 25 or equivalent) to be furnished by successful bidder's/vendor's insurance agent shall include, by endorsement to the policy, a statement that a notice shall be given to the Calhoun County Auditor by certified mail thirty (30) days prior to cancellation, material change, or non-renewal in coverage.

Calhoun County's receipt of or failure to object to any insurance certificates or policies submitted by the bidder/vendor does not release or diminish in any manner the liability or obligations of

the bidder/vendor or constitute a waiver of any of the insurance requirements for the Bid, RFP, RFQ, and/or Contract.

Replacement certificate(s) of liability insurance (Form ACORD 25 or equivalent) evidencing continuation of such coverage and naming, by policy endorsement, Calhoun County as an additional insured, shall be furnished to the Calhoun County Auditor's office prior to the expiration of the current policies.

Should bidder/vendor at any time neglect, refuse to provide, or cancel the insurance required, Calhoun County shall have the right to terminate the Bid, RFP, RFQ, and/or Contract or pursue any remedy available by law.

The insurance coverage requirements in the Bid, RFP, RFQ, and/or contract will in no way be construed as limiting the scope of indemnification.

**OSHA Requirements:**

Bidder/vendor must meet all Federal and State OSHA requirements.

The bidder/vendor hereby guarantees to Calhoun County that all materials, supplies, equipment and/or services listed on the Bid, RFP, RFQ, Contract, Purchase Order or Invoice shall conform to the requirements, specifications and standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970, as amended and in force at the date hereof.

**Protest Procedures:**

All protests and disputes will be held in Port Lavaca, Calhoun County, Texas.

Any actual or prospective bidder/vendor who believes they are aggrieved in connection with or pertaining to a Bid, RFP, RFQ, and/or Contract may file a protest. The protest must be delivered in writing to the Calhoun County Auditor's Office, in person or by certified mail return receipt requested prior to award. The written protest must include:

- Name, mailing address and business phone number of the protesting party;
- Appropriate identification of the Bid, RFP, RFQ, and/or Contract being protested;
- A precise statement of the reasons for the protest; and
- Any documentation or other evidence supporting the protest and any alleged claims.

The Calhoun County Auditor's Office will attempt to resolve the protest, including at the County Auditor's option, meeting with the protesting party. If the protest is successfully resolved by mutual agreement, written verification of the resolution, with specifics on each point addressed in the protest, will be forwarded to Calhoun County Commissioners Court.

If the Calhoun County Auditor's Office is not successful in resolving the protest, the protesting party may request in writing that the protest be considered by Calhoun County Commissioners Court. Applicable documentation and other information applying to the protest will be forwarded to Calhoun County Commissioners Court, who will promptly review such documentation and information.

If additional information is required, Calhoun County Commissioners Court will notify the protesting party to provide such information. The decision of Calhoun County Commissioners Court will be final.

**Public Information Act:**

All governmental information is presumed to be available to the public. Certain exceptions may apply to the disclosure of the information. Bidder/Vendor waives any obligation to the release to the public of any documents submitted in accordance with the Bid, RFP, RFQ, and/or Contract. Governmental bodies shall promptly release requested information that is not confidential by law, either constitutional, statutory, or by judicial decision, or information for which an exception to disclosure has not been sought.

**CALHOUN COUNTY AUDITOR**

To request information from Calhoun County, please contact:

Cindy Mueller  
Calhoun County Auditor  
Calhoun County Courthouse Annex II  
202 S Ann St, Suite B  
Port Lavaca, TX 77979  
Phone: 361-553-4610  
Fax: 361-553-4614  
Email: [cindy.mueller@calhouncotx.org](mailto:cindy.mueller@calhouncotx.org)

To request a Bid, RFP, and/or RFQ packet from Calhoun County, or information on how to obtain a packet, please contact:

Peggy Hall  
Assistant Auditor  
Calhoun County Courthouse Annex II  
202 S Ann St, Suite B  
Port Lavaca, TX 77979  
Phone: 361-553-4610  
Fax: 361-553-4614  
Email: [peggy.hall@calhouncotx.org](mailto:peggy.hall@calhouncotx.org)

Bids, RFPs, and/or RFQs may also be viewed on Calhoun County's website, [www.calhouncotx.org](http://www.calhouncotx.org), under Bid Notices and Results.



## **REQUIRED FORMS**

### **Bidder must return the following forms:**

1. Calhoun County Adult Detention Center Service Application Form  
For Background Check – This Form required to be returned by Wednesday, August 11, 2021
2. Bid Form
3. Affidavit
4. Certificate of Interested Parties Form 1295  
Must return when submitting your bid
5. Proof of Liability Insurance  
Return a copy of your current coverage – This will provide proof that you carry at least the minimum required coverage – Once an award is made, the awarded bidder shall provide a Certificate of Liability Insurance that reflects that Calhoun County is an additional insured as stated in the Specifications and General Conditions.
6. Conflict of Interest Questionnaire Form CIQ  
Every bidder doing business with Calhoun County or seeking to do business with Calhoun County shall complete Box 1 and sign and date in Box 7. Whether or not a conflict exists determines the other information to include on the form.
7. Certification Regarding Debarment & Suspension and Other Responsibility Matters
8. Certification Regarding Lobbying
9. Disclosure of Lobbying Activities  
If Not Applicable, bidder must mark NA and sign and date
10. House Bill 89 Verification
11. Residence Certification
12. W-9
13. Copy of BIDDER'S Proposed Contract
14. If applicable: Certification to conduct business as an Out-of-State Corporation in Texas that includes the State License Number

# **CALHOUN COUNTY ADULT DETENTION CENTER SERVICE PERSONNEL APPLICATION FORM**

(For Background Check)

- **Complete the form and return**

- **Return by Wednesday, August 11, 2021 to the each of the following:**

1. Rachel Martinez, Jail Administrator, [rachel.martinez@calhouncotx.org](mailto:rachel.martinez@calhouncotx.org)
2. Philip Dennis, Assistant Jail Administrator, [philip.dennis@calhouncotx.org](mailto:philip.dennis@calhouncotx.org)
3. Katie Dennis, [katie.dennis@calhouncotx.org](mailto:katie.dennis@calhouncotx.org)
4. Bobbie Vickery, Sheriff, [bobbie.vickery@calhouncotx.org](mailto:bobbie.vickery@calhouncotx.org)

# Calhoun County Adult Detention Center

## Service Personnel Application

Name: \_\_\_\_\_ Working On: \_\_\_\_\_

Primary Phone: \_\_\_\_\_ Secondary Phone : \_\_\_\_\_

Emergency Contact (Name/Number): \_\_\_\_\_

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

Street City State Zip

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

SSN: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Driver License: State \_\_\_\_\_ # \_\_\_\_\_

DOB: \_\_\_\_\_ Place of Birth: City \_\_\_\_\_ State \_\_\_\_\_

Sex: F or M Other names used (aka's, maiden, etc.) \_\_\_\_\_

Race: \_\_\_\_\_ Foreign Languages: \_\_\_\_\_

Current Employment: \_\_\_\_\_ Title: \_\_\_\_\_

Have you ever been employed by a correction facility? \_\_\_\_\_

If yes, give division, department, location, title & dates of employment: \_\_\_\_\_

Are you a victim of, related to, or a friend of any offender or releasee now supervised by

CCADC? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, Name of Offender \_\_\_\_\_ Facility: \_\_\_\_\_ Relation: \_\_\_\_\_

Are you related to a victim or a friend of a victim of any offender or releasee now

Supervised by CCADC? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes Name of Offender \_\_\_\_\_ Facility: \_\_\_\_\_ Relation : \_\_\_\_\_

List inmate(s) that you are visiting in unit visitation/ knew prior to incarceration: \_\_\_\_\_

Name of Offender: \_\_\_\_\_ Facility: \_\_\_\_\_ Relation: \_\_\_\_\_

1. Applicant Initials \_\_\_\_\_

**Please indicate program area(s) of interest for your volunteer services**

Church : \_\_\_\_\_ Alcoholics Anonymous: \_\_\_\_\_ GED Classes: \_\_\_\_\_ Other: \_\_\_\_\_

If other, Please specify: \_\_\_\_\_

**Criminal History**

Have you ever served time in any adult correctional facility? Yes \_\_\_\_\_ No \_\_\_\_\_

If Yes, Years served: \_\_\_\_\_ State: \_\_\_\_\_ ID# \_\_\_\_\_

Have you ever been a member of a gang? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, name and description of gang: \_\_\_\_\_

Do you have any criminal charges currently pending? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please explain: \_\_\_\_\_

Are you now or have you ever been on parole or probation? Yes \_\_\_\_\_ No \_\_\_\_\_

if yes, please explain: \_\_\_\_\_

Ever forfeited property/bond resulting from being charged with a criminal act? Yes \_\_\_\_\_ No \_\_\_\_\_

if yes, please explain: \_\_\_\_\_

Have you ever been convicted of a crime? Felony: \_\_\_\_\_ Misdemeanor \_\_\_\_\_

When: \_\_\_\_\_ Where: \_\_\_\_\_

Charges: \_\_\_\_\_ Disposition: \_\_\_\_\_

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

CCADC Admin. Approved Declined

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

I understand and agree to speak with inmates, only if required, on the area that I am working on. I will not solicit mine or anyone else's personal or professional business services to any inmate while they are in custody. All persons entering are expected to be ethical, respectful and trustworthy. Inappropriate contact, gestures, behavior, verbal comments or lack of professionalism will not be tolerated with inmates or staff and may cause denial of work in this facility.

## **BID FORM**

- **Complete the Bid Form and Return**

## BID FORM

### FINANCIAL OFFERINGS AND RATES

Bid Number: 2021.05

Inmate Telephone Services and

Inmate Banking Software, Commissary Service and Fiduciary Management Services

▪ *Please Type. If handwritten, shall be in ink and legible. White out is not acceptable.*

#### BIDDER'S NAME & ADDRESS

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#### TELEPHONE SERVICES

##### SIGN ON BONUS:

BIDDER may pay the DETENTION FACILITY (Payable to CALHOUN COUNTY) a CASH SIGN ON BONUS upon the execution of the awarded Contract.

Cash Sign on Bonus to CALHOUN COUNTY: \$\_\_\_\_\_

#### MONTHLY GUARANTEED REVENUE & COMMISSION PERCENTAGE TO CALHOUN COUNTY

##### COMMISSIONS

From phone calling card or phone time used charges AND the Gross Billed Revenue on ALL CALLS:

1. Minimum Monthly Guaranteed Revenue: \$\_\_\_\_\_ per month
2. Minimum Monthly Guaranteed Percentage: \_\_\_\_\_ %

The payment to CALHOUN COUNTY shall never be less than the Minimum Monthly Guaranteed.

**FOR EACH CALL MADE BY AN INMATE, THE CHARGE SHALL BE:**

**Collect Calling Rates**

<b>CALL TYPE</b>	<b>PER CALL CHARGE (CONNECT FEE)</b>	<b>1<sup>ST</sup> MINUTE</b>	<b>EACH ADDITIONAL MINUTE</b>
Local			
Intrastate/IntraLATA			
Intrastate/InterLATA			
Interstate			

**Prepaid & Debit Calling Rates**

<b>CALL TYPE</b>	<b>PER CALL CHARGE (CONNECT FEE)</b>	<b>1<sup>ST</sup> MINUTE</b>	<b>EACH ADDITIONAL MINUTE</b>
Local			
Intrastate/IntraLATA			
Intrastate/InterLATE			
Interstate			
International Debit			

Domestic interstate rates apply for calls to U.S. territories including American Samoa, Guam, Northern Mariana Islands, Puerto Rico and U.S. Virgin Islands. All non-U.S. destinations are rated as international.

Call rates shown do not include local, city, county, state and federal taxes, regulatory fees and billing fees.

**Non-Commissionable Billing Fees:**

1. Payment Processing Fee (Live Agent) \$\_\_\_\_\_
2. Payment Processing Fee (IVR or Internet) \$\_\_\_\_\_
3. Bill Statement Fee (Collect & Direct Billing only) \$\_\_\_\_\_
4. All Other Fees free or waived

The BIDDER shall pay any applicable taxes or fees accrued from inmate calls to the appropriate entity, including the State of Texas.

## **COMMISSARY SERVICES**

### **MONTHLY GUARANTEED REVENUE & COMMISSION PERCENTAGE TO CALHOUN COUNTY**

**IMPORTANT:** All revenue and commission payable to CALHOUN COUNTY must be clearly defined for both operation options: **Inmate Self-Service Kiosks and Phone Order Entry.**

**Revenue/Commission shall reflect interfacing with the current Jail Management System**

#### **INMATE SELF-SERVICE KIOSKS**

1. Minimum Monthly Guaranteed Revenue: \$ \_\_\_\_\_ per month
2. Minimum Monthly Guaranteed Commission Percentage: \_\_\_\_\_ %
3. Number of days to deliver items ordered: \_\_\_\_\_ days

#### **PHONE ORDER ENTRY**

1. Minimum Monthly Guaranteed Revenue: \$ \_\_\_\_\_ per month
2. Minimum Monthly Guaranteed Commission Percentage: \_\_\_\_\_ %
3. Number of days to deliver items ordered: \_\_\_\_\_ days

#### **ADJUSTED GROSS SALES**

Adjusted gross sales are gross sales less the sales of non-commissioned items as determined by the BIDDER. The commission will be based on the \_\_\_\_\_ adjusted gross commissary sales.

GROSS MONTHLY SALES

LESS \_\_\_\_\_

LESS \_\_\_\_\_

LESS \_\_\_\_\_

= ADJUSTED COMMISSIONABLE SALES

\_\_\_\_\_ % COMMISSION RATE

= CALHOUN COUNTY'S COMMISSARY PROFIT

The payment to CALHOUN COUNTY shall never be less than the Minimum Monthly Guaranteed.

Inmates shall be charged a cost that includes applicable tax on product prices and taxes shall be paid by the BIDDER to the appropriate entity, including the State of Texas.

The BIDDER shall pay any applicable taxes or fees accrued from Commissary items to the appropriate entity, including the State of Texas.



**ACKNOWLEDGEMENT OF ADDENDUM, IF ANY:**

Addendum No. 1 Received \_\_\_\_\_  
Yes or No

**OUT OF STATE CORPORATIONS:**

Certification of authority to conduct business as an Out-of-State Corporation in Texas shall be provided. State license number, if any, shall also be shown.

Provided \_\_\_\_\_ Not Applicable \_\_\_\_\_  
Yes or No

-----  
*The undersigned affirms that they are duly authorized to execute this BID and that this company, corporation, firm, partnership or individual has not prepared this BID in collusion with any other BIDDER, that the contents of this BID as to prices, terms or conditions of said BID have not been communicated by the undersigned nor by their employees or agents to any official, employee, or agent of Calhoun County or any other person engaged in this type of business prior to the official opening of this BID.*

*The undersigned affirms that they have not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any official, employee, or agent of Calhoun County in connection with this BID.*

*The undersigned affirms that they have read the entire Invitation to Bid Packet and fully understands and has followed all requirements.*

**FAILURE TO SIGN BELOW SHALL DISQUALIFY THE BID**

\_\_\_\_\_  
DATE

\_\_\_\_\_  
AUTHORIZED SIGNATURE & TITLE

\_\_\_\_\_  
NAME & TITLE OF AUTHORIZED SIGNATURE (PRINT OR TYPE)

\_\_\_\_\_  
EMAIL (PRINT OR TYPE)

\_\_\_\_\_  
PHONE NUMBER

## **AFFIDAVIT**

- **Complete the Affidavit and return with your Bid**

STATE OF TEXAS                {}

**AFFIDAVIT**

COUNTY OF CALHOUN        {}

The undersigned certifies that the bid price contained in this bid has been carefully checked and is submitted as correct and final and if bid is accepted, agrees to pay for said lease upon the conditions contained in the Agricultural Lease, Specifications and General Conditions.

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_  
known to me to be the person whose name is subscribed to the following, who, upon oath says:

I am the Manager, Secretary, or other Agent or Officer or the Principal of the Bidder in the matter of the bid to which this affidavit is attached, and I have full knowledge of the relations of the bidder with the other firms in this same line of business, and the bidder is not a member of any trust, pool or combination to control the price of leases bid on, or to influence any person to bid or not to bid thereon.

I affirm that I am duly authorized to execute this bid, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder.

I further affirm that the bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any official, employee or agent of Calhoun County in connection with the submitted bid. The contents of this bid as to price, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business or to any official, employee or agent of Calhoun County prior to the official opening of this Bid.

\_\_\_\_\_  
Affiant

\_\_\_\_\_  
Printed Name and Title of Affiant

Name of Bidder (Company) \_\_\_\_\_

Address \_\_\_\_\_

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

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

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

SWORN TO AND SUBSCRIBED BEFORE ME by the above Affiant, who, on oath, states that the facts contained in the above are true and correct, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_ County, Texas

## CERTIFICATE OF INTERESTED PARTIES, FORM 1295

- Form 1295 must be filled out online, printed, #6 completed including signature and returned with bidder's bid. *The copy included is a Sample Copy Only.*
- Return completed Form 1295 with your bid

**#1** Vendor's Name, City, State and Country

**#2** Calhoun County, Texas

**#3** Bid Number 2021.05  
Inmate Telephone Services and Inmate Banking Software, Commissary Service  
and Fiduciary Management Services  
February 15, 2022 thru February 14, 2024

**On #4 and #5, complete only the one that applies to you**

**#4** Fill in the correct information if this applies

**OR**

**#5** Mark an X in the Box if this applies

**#6** Fill in the correct information and print

When you print you should see a Certificate Number and Date in the upper right hand box that is marked "Office Use Only".

**Be sure that all of #6 is completed and signed.**

Do not leave out any information.

The form does not need to be notarized. It is an Unsworn Declaration.

**CERTIFICATE OF INTERESTED PARTIES****FORM 1295****OFFICE USE ONLY**

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**1** Name of business entity filing form, and the city, state and country of the business entity's place of business.

**2** Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

**3** Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

**5** Check only if there is **NO** Interested Party. ☐

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)

**ADD ADDITIONAL PAGES AS NECESSARY**

**Calhoun County, Texas**  
**POLICY OF COMPLIANCE**  
**SECTION 2252.908 TEXAS GOVERNMENT CODE**  
**Approved by Commissioners Court January 28, 2016**  
**Amended by Commissioners Court January 31, 2018**

**BACKGROUND**

Section 2252.908 was added to the Government Code by the 84<sup>th</sup> Texas Legislature through the adoption of House Bill 1295. The law states that the County may not enter into a contract with a business entity unless a Certificate of Interested Parties (Form 1295) is provided to the county at the time the contract is considered for action by Commissioner's Court. The term "business entity" includes a sole proprietorship, partnership or corporation (whether for-profit or non-profit). The term "contract" includes amendment, extension or renewal of an existing contract. The law does not apply to a contract between the County and another governmental entity or state agency. The county is required to file Form 1295 with the state within 30 days of approving a contract with a business entity. Governmental transparency is the objective of the law.

Senate Bill 255 adopted by the 85<sup>th</sup> Legislature Regular Session amended the law effective for contracts entered into or amended on or after January 1, 2018. Additional exemptions from Form 1295 requirement were added for 1) a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity, 2) a contract with an electric utility as defined by Section 31.002 of the Utilities Code, or 3) a contract with a gas utility as defined by Section 121.001 of the Utilities Code. Notarization of Form 1295 has been replaced by an unsworn statement under penalty of perjury by an authorized representative of the business entity.

The Texas Ethics Commission promulgated rules to implement the law and established an online portal [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm). A business entity will generate Form 1295 online. Calhoun County will acknowledge online the receipt of Form 1295 after a contract is executed. Within seven business days, Form 1295 will be available for public viewing on the Commission's website.

**COMPLAINCE**

**Calhoun County Commissioners Court** will not consider for action any contract or bid with a business entity unless it is accompanied by a completed, signed Form 1295 or a signed statement declaring the provision of the law under which the business entity is exempt.

No later than 30 days after Commissioner's Court approves a contract or awards a bid with a non-exempt business entity, the **County Clerk** will file acknowledgement of receipt of the Form 1295 with the Ethics Commission.

**PROOF OF LIABILITY INSURANCE**  
**Current Certificate of Liability Insurance**

- Return a copy of your current Certificate of Liability Insurance with your bid. This copy of your current insurance will provide proof that you carry at least the minimum required coverage. At this time, this copy does not require listing Calhoun County as an additional insured.
- Once an award is made, the awarded bidder must provide Calhoun County a Certificate of Liability Insurance that reflects that Calhoun County is an additional insured.

See General Conditions and Specifications

## **Conflict of Interest Questionnaire Form CIQ**

- Complete and return this form with your bid
- Every vendor doing business with Calhoun County or seeking to do business with Calhoun County must complete Box 1 and sign and date in Box 7.

Whether or not a conflict exists determines the other information to include on the form.



# CONFLICT OF INTEREST QUESTIONNAIRE

## FORM CIQ

For vendor doing business with local governmental entity

**This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

### OFFICE USE ONLY

Date Received

**1 Name of vendor who has a business relationship with local governmental entity.**

**2** ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3 Name of local government officer about whom the information is being disclosed.**

\_\_\_\_\_  
Name of Officer

**4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

**5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

**6** ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;  
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

## **Certification Regarding Debarment & Suspension And Other Responsibility Matters**

- Complete and return this form with your bid

## **CERTIFICATION REGARDING DEBARMENT & SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

In accordance with the Executive Order 12549, the prospective primary participant certifies to the best of his / her knowledge and belief, that its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification.
- d. Have not within a three-year period preceding this application / proposal had one or more public transactions (federal, state, or local) terminated for cause of default.
- e. Acknowledge that all sub-contractors selected for this project must be in compliance with paragraphs (1) (a – d) of this certification.

---

Name and Title of Authorized Agent

---

Date

---

Signature of Authorized Agent

\_\_\_\_\_ I am unable to certify to the above statements. My explanation is attached.

# DEBARMENT & SUSPENSION

## Executive Order 12549--Debarment and Suspension

**Source:** The provisions of Executive Order 12549 of Feb. 18, 1986, appear at 51 FR 6370, 3 CFR, 1986 Comp., p. 189, unless otherwise noted.

By the authority vested in me as President by the Constitution and laws of the United States of America, and in order to curb fraud, waste, and abuse in Federal programs, increase agency accountability, and ensure consistency among agency regulations concerning debarment and suspension of participants in Federal programs, it is hereby ordered that:

**Section 1.** (a) To the extent permitted by law and subject to the limitations in Section 1(c), Executive departments and agencies shall participate in a system for debarment and suspension from programs and activities involving Federal financial and nonfinancial assistance and benefits. Debarment or suspension of a participant in a program by one agency shall have government-wide effect.

(b) Activities covered by this Order include but are not limited to: grants, cooperative agreements, contracts of assistance, loans, and loan guarantees.

(c) This Order does not cover procurement programs and activities, direct Federal statutory entitlements or mandatory awards, direct awards to foreign governments or public international organizations, benefits to an individual as a personal entitlement, or Federal employment.

**Sec. 2.** To the extent permitted by law, Executive departments and agencies shall:

(a) Follow government-wide criteria and government-wide minimum due process procedures when they act to debar or suspend participants in affected programs.

(b) Send to the agency designated pursuant to Section 5 identifying information concerning debarred and suspended participants in affected programs, participants who have agreed to exclusion from participation, and participants declared ineligible under applicable law, including Executive Orders. This information shall be included in the list to be maintained pursuant to Section 5.

(c) Not allow a party to participate in any affected program if any Executive department or agency has debarred, suspended, or otherwise excluded (to the extent specified in the exclusion agreement) that party from participation in an affected program. An agency may grant an exception permitting a debarred, suspended, or excluded party to participate in a particular transaction upon a written determination by the agency head or authorized designee stating the reason(s) for deviating from this Presidential policy. However, I intend that exceptions to this policy should be granted only infrequently.

**Sec. 3.** Executive departments and agencies shall issue regulations governing their implementation of this Order that shall be consistent with the guidelines issued under Section 6. Proposed regulations shall be submitted to the Office of Management and Budget for review within four months of the date of the guidelines issued under Section 6. The Director of the Office of Management and Budget may return for reconsideration proposed regulations that the Director believes are inconsistent with the guidelines. Final regulations shall be published within twelve months of the date of the guidelines.

**Sec. 4.** There is hereby constituted the Interagency Committee on Debarment and Suspension, which shall monitor implementation of this Order. The Committee shall consist of representatives of agencies designated by the Director of the Office of Management and Budget.

**Sec. 5.** The Director of the Office of Management and Budget shall designate a Federal agency to perform the following functions: maintain a current list of all individuals and organizations excluded from program participation under this Order, periodically distribute the list to Federal agencies, and study the feasibility of automating the list; coordinate with the lead agency responsible for government-wide debarment and suspension of contractors; chair the Interagency Committee established by Section 4; and report periodically to the Director on implementation of this Order, with the first report due within two years of the date of the Order.

**Sec. 6.** The Director of the Office of Management and Budget is authorized to issue guidelines to Executive departments and agencies that govern which programs and activities are covered by this Order, prescribe government-wide criteria and government-wide minimum due process procedures, and set forth other related details for the effective administration of the guidelines.

**Sec. 7.** The Director of the Office of Management and Budget shall report to the President within three years of the date of this Order on Federal agency compliance with the Order, including the number of exceptions made under Section 2(c), and shall make recommendations as are appropriate further to curb fraud, waste, and abuse.

## **Implementation in the SRF Programs**

A company or individual who is debarred or suspended cannot participate in primary and lower-tiered covered transactions. These transactions include SRF loans and contracts and subcontracts awarded with SRF loan funds.

Under 40 C.F.R. 32.510, the SRF agency must submit a certification stating that it shall not knowingly enter into any transaction with a person who is proposed for debarment, suspended, declared ineligible, or voluntarily excluded from participation in the SRF program. This certification is reviewed by the EPA regional office before the capitalization grant is awarded.

A recipient of SRF assistance directly made available by capitalization grants must provide a certification that it will not knowingly enter into a contract with anyone who is ineligible under the regulations to participate in the project. Contractors on the project have to provide a similar certification prior to the award of a contract and subcontractors on the project have to provide the general contractor with the certification prior to the award of any subcontract.

In addition to actions taken under 40 C.F.R. Part 32, there are a wide range of other sanctions that can render a party ineligible to participate in the SRF program. Lists of debarred, suspended and otherwise ineligible parties are maintained by the General Services Administration and should be checked by the SRF agency and all recipients of funds directly made available by capitalization grants to ensure the accuracy of certifications.

## **Additional References**

C 40 C.F.R. Part 32: EPA Regulations on Debarment and Suspension.

## **Certification Regarding Lobbying**

- Complete and return this form with your bid

### Certification Regarding Lobbying

(To be submitted with each bid or offer exceeding \$100,000)

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

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Printed Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date



## **Disclosure of Lobbying Activities**

- Complete and return this form with your bid
- If Not Applicable, vendor must mark NA and sign and date

**Disclosure of Lobbying Activities**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure)

<b>1. Type of Federal Action:</b> a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Action:</b> a. bid/offer/application _____ b. initial award c. post-award	<b>3. Report Type:</b> a. initial filing _____ b. material change  <b>For material change only:</b> Year _____ quarter _____ Date of last report _____
<b>4. Name and Address of Reporting Entity:</b> _____ Prime _____ Subawardee Tier _____, if Known:  <b>Congressional District, if known:</b>	<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>  <b>Congressional District, if known:</b>	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b>  \$	
<b>10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):</b>	<b>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</b>	
<b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>	<b>Signature:</b> _____ <b>Print Name:</b> _____ <b>Title:</b> _____ <b>Telephone No.:</b> _____ <b>Date:</b> _____	
<b>Federal Use Only</b>	<b>Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</b>	

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub awardee, e.g., the first sub awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

---

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503 Approved by OMB 0348-0046

## **House Bill 89 Verification**

- Complete and return this form with your bid

**HOUSE BILL 89 VERIFICATION**  
**CERTIFICATION REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2270.001**

I, \_\_\_\_\_, the undersigned representative of  
Representative

\_\_\_\_\_, (hereafter referred to as Company) being an  
Company or Business Name

adult over the age of eighteen (18) years of age, verify that the Company named above, under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2270:

1. Does not currently boycott the country of Israel; and
2. Will not boycott the country of Israel during the term of the contract with Calhoun County, Texas.

*Pursuant to 2270.001, Texas Government Code:*

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, Joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

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

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Date

State law requires certification from a Company for contracts (which includes contracts formed through purchase orders) involving goods or services regardless of the amount.

## **Residence Certification**

- Complete and return this form with your bid

## RESIDENCE CERTIFICATION

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

Sec. 2252.001 (3) “Nonresident bidder” refers to a person who is not a resident.

(4) “Resident bidder” refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☐ I certify that \_\_\_\_\_ is a “Nonresident Bidder” of Texas  
(Company Name)  
as defined in Government Code §2252.001 and our principal place of business is  
\_\_\_\_\_.  
(City and State)

☐ I certify that \_\_\_\_\_ is a “Resident Bidder” of Texas as  
(Company Name)  
defined in Government Code §2252.001.

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Agent

\_\_\_\_\_  
Date

**W-9**  
**Request for Taxpayer**  
**Identification Number and Certification**

- Complete and return this form with your bid



## Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional) <b>CALHOUN COUNTY</b> <b>202 S ANN ST, PORT LAVACA TX 77979</b> <b>361-553-4610 FAX: 361-553-4614</b>
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>											
				-				-			
<b>or</b>											
<b>Employer identification number</b>											
				-							

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ►	Date ►

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

## **COPY OF BIDDER'S PROPOSED CONTRACT**

- Submit a copy of your proposed contract

## **OUT-OF-STATE CORPORATIONS**

- If Applicable: Submit Certification to conduct business as an Out-of-State Corporation in Texas that includes the State License Number
- If Not Applicable, please disregard  
Be sure to mark the space on page 4 of the Bid Form “NA”

**RENEWAL**  
**AND**  
**ORIGINAL AGREEMENT**

- Renewal – February 15, 2021 thru February 14, 2022
- Original Agreement – February 15, 2019 thru February 14, 2021

**RENEWAL OPTION  
FOR THE AGREEMENT FOR  
INMATE TELEPHONE SERVICES, RESIDENT BANKING SOFTWARE,  
COMMISSARY SERVICES & FIDUCIARY MANAGEMENT SERVICES**

THE STATE OF TEXAS  
COUNTY OF CALHOUN

WHEREAS, Calhoun County, Texas acting through their Adult Detention Center hereinafter called the "JAIL" and Inmate Calling Solutions, LLC hereinafter called "Company" did enter into an AGREEMENT dated December 19, 2018 for the AGREEMENT beginning February 15, 2019 and ending February 14, 2021.

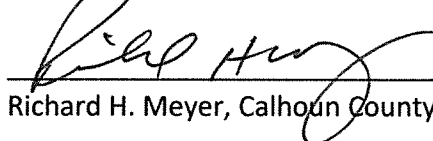
In the AGREEMENT, the JAIL did grant unto COMPANY the option to renew yearly (one year terms) upon Commissioners Court approval prior to the end date of the preceding contract and both the JAIL and COMPANY agree to said renewal. THEREFORE, the AGREEMENT term shall be extended for an additional year, the additional year running from February 15, 2021 and continuing through February 14, 2022.

JAIL and COMPANY agree that during the additional year, the AGREEMENT will continue as written.

EXECUTED this the 10<sup>th</sup> day of February, 2021.

**JAIL:**


CALHOUN COUNTY, TEXAS  
CALHOUN COUNTY ADULT DETENTION CENTER  
211 S Ann St, Ste 301  
Port Lavaca TX 77979

  
\_\_\_\_\_  
Richard H. Meyer, Calhoun County Judge

2-10-2021  
\_\_\_\_\_  
Date Signed


**ATTEST:**

ANNA GOODMAN, CALHOUN COUNTY CLERK

  
\_\_\_\_\_  
By: Deputy Clerk

**COMPANY:**

Inmate Calling Solutions, LLC  
2200 Danbury St  
San Antonio TX 78217

  
\_\_\_\_\_  
Signature of Authorized Representative  
Mike Kennedy, Vice President Sales & Marketing  
\_\_\_\_\_  
Printed Name & Title

2/2/2021  
\_\_\_\_\_  
Date Signed

**AGREEMENT  
FOR  
INMATE TELEPHONE SERVICES, RESIDENT  
BANKING SOFTWARE, COMMISSARY  
SERVICES & FIDUCIARY MANAGEMENT  
SERVICES**

THIS AGREEMENT, entered into and begun as of the 15<sup>th</sup> day of February, 2019, by and between Inmate Calling Solutions, LLC, with principle offices at NAME OF VENDOR  
2200 Danbury Street, San Antonio, Texas 78217 (hereinafter referred to as "Company" and Calhoun County Adult Detention Center, a correctional institution in the State of Texas, located at 302 West Live Oak St., Port Lavaca, Texas 77979 (hereinafter called "Jail").

WHEREAS, the Company is engaged in the business of providing telephone services for correctional facilities, and supplying food and other related products and services to inmate commissary departments of correctional facilities throughout the United States, including the Jail.

WHEREAS, the Jail operates a jail known as the Calhoun County Adult Detention Center and wishes to enter into a Commissary Network Agreement to facilitate the ordering of commissary supplies by inmates and the payment of thereof; and to contract for inmate telephone services at the Jail.

NOW thereof, in consideration of the mutual promises and conditions herein contained, it is agreed between the parties:

**1. RESIDENT BANKING/COMMISSARY SERVICES HARDWARE AND SOFTWARE**

During the term of this Agreement the Company shall supply the Jail with such computer equipment and software to enable the Jail to access the system to account for inmate welfare funds maintained by the Jail and effect purchases by inmates from commissary supplied by the Company.

During the term of this Agreement, such hardware will be installed and maintained by the Company and shall remain the sole property of the Jail.

At termination of this Agreement, all such computer hardware and software shall be returned

by the Jail to the Company in the same condition, reasonable wear and tear accepted, as existed at the time such equipment was installed.

## **2. OPERATION OF COMMISSARY NETWORK**

The Jail agrees to employ the necessary staff person(s) necessary to operate the commissary, software, and distribute all commissary orders.

The Company will agree to a regular weekly schedule of when the commissary order will be placed and delivered with the Jail Administrator.

## **3. RESIDENT BANKING/COMMISSARY SERVICES PAYMENT**

The Company will invoice the Jail for all commissary items purchased pursuant to the commissary network.

The Jail will pay such invoices from inmate welfare funds and the Jail will be responsible for seeking reimbursement for inmate welfare funds.

## **4. RESIDENT BANKING/COMMISSARY SERVICES SERVICE FEE**

The Jail will be paid a service fee for the services to be provided by it hereunder equal to 36 % of adjusted gross sales. Adjusted gross sales are gross sales less the sales of non-commissioned items as determined by the Company and listed on Exhibit A to this Agreement.

In the event that the inmate's funds available to purchase commissary products are inhibited in any way by change in policy from the Jail, the service fee paid to the facility shall be reduced accordingly by the Company.

Inmates will be charged a cost that includes applicable tax in product prices and taxes will be paid by the Company to the State when applicable.

The Company will pay any applicable taxes or fees accrued from Commissary items to the appropriate entity, including the State of Texas.

Commissary commissions will be paid to the Calhoun County Proceeds Account.

## **5. TELEPHONE SERVICES SCOPE OF AGREEMENT**

The Jail hereby agrees to contract the Company for the services described herein, and the Company agrees to provide such services at the time and in the manner and subject to the

following terms and conditions:

*Inmate Telephone Services is provided by the selling of prepaid calling cards to inmates or by using funds from the inmate's commissary account to purchase phone time.*

Company will pay the Jail (payable to Calhoun County) a cash sign on bonus in the amount of \$ 0.00 upon the execution of this agreement.

Upon the beginning of this agreement Company will provide the Jail a total of \$ 0.00 worth (face value) of phone calling cards for free or in place of phone calling cards a check in the amount of \$ 0.00 payable to Calhoun County.

Thereafter each card will be sold to the Jail at a N/A % discount off the face value of each card.

Jail shall retain the right to resell each card for their full value to the inmates.

For each call made by an inmate the charge will be (see schedule) per minute to the phone calling card (see schedule). The per minute cost or call cost will include any applicable taxes.

From the phone calling card or phone time used charges AND the Gross Billed Revenue on ALL CALLS (see schedule), 65 % will go to the Jail and 35 % to the Company and the payment to the Jail will never be less than \$ 3,625.00 per month.

Inmate phone cost per minute includes any applicable taxes and fees accrued.

The Company will pay any applicable taxes or fees accrued from inmate calls to the appropriate entity, including the State of Texas.

Commissions will be paid to Calhoun County, Texas. Payment will be made by check, payable to Calhoun County, Attn: Michelle Velasquez, Jail Administrator, 302 West Live Oak St., Port Lavaca, TX 77979.

Company will provide Jail with a phone at booking that allows two free 5 minute, local and/or long distance, completed calls per inmate booked into the Jail with the ability to call cell phones.

## **6. COMMISSARY AND TELEPHONE SERVICES**

Both Companies allow inmates to retrieve their balance from the inmate housing phone and place their Commissary order to be finalized by the phone system provided or a Jail staff officer at no fee.



The phone systems will retrieve inmate information from the jail management system.

Phone recordings and usage of access to the internet or web-based phone system will be provided at no additional fee.

Jail will not be charged for Company providing signage, training, repairs, updates, billing or collection.

#### **Collect Call Fees**

<b>Call Type</b>	<b>Connect Fee Surcharge</b>	<b>1st Minute</b>	<b>Each Additional Minute</b>
Local	\$0.00	\$0.21	\$0.21
Intralata	\$0.00	\$0.21	\$0.21
Interlata	\$0.00	\$0.21	\$0.21
Interstate	\$0.00	\$0.21	\$0.21

#### **Prepaid Phone Card Fees**

<b>Call Type</b>	<b>Connect Fee Surcharge</b>	<b>1st Minute</b>	<b>Each Additional Minute</b>
Local	\$0.00	\$0.21	\$0.21
Intralata	\$0.00	\$0.21	\$0.21
Interlata	\$0.00	\$0.21	\$0.21
Interstate	\$0.00	\$0.21	\$0.21
International	\$0.00	\$0.95	\$0.95

### **7. TELEPHONE SERVICES SYSTEM REQUIREMENTS**

The system to be supplied by the Company must provide for recorded and literature step by step instructions to the inmate for the procedure to complete free, pre-paid and collect telephone calls.

The system must have an internal debit system and not an outside calling card system.

The Jail must have the ability to monitor, record, and make reports of all telephone calls made or received on the system at no additional charge.

The system must provide the Jail with the ability to digitally record all telephone calls and system shall have in custody PIN capabilities which will be blocked once inmate is released.

PINS become active at booking and inactive at release.

Visitation phones shall have the ability to have live and recorded monitoring and to digitally record by the Jail.

The system will provide called party automated blocking of collect inmate calls.

The system shall have the ability to block three (3) way calling.

The system must provide live monitoring and digital recording of all calls placed and received by all telephones placed in the jail.

Company will provide equipment for the system without cost to the Jail and inmate telephone services consisting of coinless telephone for use by inmate for making all calls including free, collect and pre-paid calls.

The Jail shall receive from the Company an Inmate Telephone System that satisfies the above requirements.

The system shall include call-processing software capable of providing automated collect calling.

Ownership of all equipment shall remain with the Company.

All current cabling shall remain the property of the Jail.

The Company will block or unblock calls as required by the Jail and the system will provide the Jail with the ability to block calls and access all calls with called party information.

Installation will be at the expense of the Company.

The Company will provide management, operation and installation of the Inmate Telephone System, including but not limited to all labor, materials, equipment, permits, licenses and telephone lines, that are required to supply, install, repair, maintain or operate the system at no additional cost to the Jail.

The system will include 1 telephone at booking to provide 2 free local calls (providing at least a 5 minute complete call) per inmate booked at the Jail with the ability to call locally, long distance and cell phones, 8 visitation telephones, 2 portable telephones in the Jail hallway, and 12 telephones in the Jail housing locations.

The Company will provide management, operation and maintenance of all system equipment and software services and will dispatch technicians to provide on-site service within eight (8) hours of notification of a service disruption by the Jail at no charge to the Jail.

The Company will conduct remote polling. The Company will poll the inmate telephone system daily for the purpose of collecting all billable call records and for remote diagnostic maintenance. When polling reports indicate possible trouble the Company will make the necessary efforts to repair the problem as quickly as possible.

Billing and collection will be done by the Company. The Company will establish, maintain and provide detailed billing and collection services for the Jail for call records originated from the Jail facility.

Company at its own expense shall maintain sufficient records to permit determination of funds due to the Jail. Such records shall be made available to the Jail at no charge upon request. Reports shall include total calls, total minutes of use and type of call. The date, time and duration of all billable calls must be submitted to the Jail on a monthly basis. (Website, email or disk format is acceptable)

Bad debt control will be provided by the Company. The Company will work closely with the Jail to develop controls and procedures to help control the bad debt amounts generated from the Jail facility.

#### **8. TELEPHONE SERVICES PAYMENT**

The Company will forward monthly payments to the Jail on or about the 25<sup>th</sup> day of each month or approximately 25 days after the end of each month in question. All statements and backup reports shall be attached to this payment.

In addition to the Federal Communications Commission, the Texas Public Utility Commission, Texas Jail Commission or any other governmental agency with authority or jurisdiction over inmate telecommunications enters rules, orders, or judgments that would substantially impair or reduce gross revenue generation or allow the Company to process inmate calls as envisioned by this agreement, the Company has the immediate option to renegotiate the commission.

If the Jail and the Company cannot agree on an adjusted percentage commission then either party may terminate this agreement upon thirty (30) days written notice.

#### **9. TELEPHONE SERVICES FURTHER ASSURANCES**

During the term of this agreement, including any renewal periods, the Jail agrees to:

1. Reasonably protect the equipment against willful abuse and promptly report any damage, service failure or hazardous conditions to the Company.
2. Provide, at it's own expense, necessary power and power source, and suitable space for

the equipment accessible to the user and the Company.

3. Permit reasonable access to the Jail Facility in accordance with the Jail's policies, without charge or prejudice to Company employees or representatives.
4. Inmate will only have access to telephone services from 6:00 a.m. to 10:00 p.m. each day with the exception of the booking phone which will be available 24 hours.
5. Inmate telephone call duration will be limited to 15 minutes in housing locations.
6. Visitation telephone call duration will be limited to 20 minutes.
7. Booking telephone call duration will be at least a 5 minute free phone call to local, long distance and cell phones.
8. Monthly statements (recap) and backup reports, also accessible online, shall be forwarded with each commission payment to: Calhoun County Adult Detention Center, Attention: Michelle Velasquez, Jail Administrator, 302 West Live Oak St., Port Lavaca, Texas 77979.

#### **10. FORCE MAJEURE**

The Company shall not be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, governments regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic eruptions or other environmental disturbances, unusual severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.

#### **11. LIMITATION OF LIABILITY**

The Company will use due care in processing all work and agrees that it will at its own expense, correct any errors which are due solely to the delivery of commissary, malfunction of the Company's computers, operating systems or programs or errors or acts of negligence by the Company employees.

The Jail agrees that the Company has made no additional warranties or representations relied upon by the Jail to accept and execute this agreement.

The Jail agrees the Company will not be liable for any lost revenue or service disruptions

of other service providers involved in the public communications network.

## **12. TERM & TERMINATION**

The term of this agreement shall begin on February 15, 2019 and continue in full force and effect for a period of two (2) years from such date unless terminated in accordance with the terms of this agreement.

At the end of the initial agreement, the agreement has the option to renew yearly (one year terms) upon Commissioners' Court approval. Each one year renewal must be approved by Commissioners' Court prior to the end date of the agreement.

This agreement may be terminated by either party at any time for any reason upon giving 60 days written notice to the other party of such termination. Written notice must be delivered in person or sent by registered or certified mail, return receipt requested. Either party has immediate termination rights for cause.

## **13. GOVERNING LAW**

This agreement shall be governed by the laws of the State of Texas.

For any disputes, Calhoun County, Texas will be the County of venue for any suit involving any dispute that may arise under this agreement.

Company agrees to charge inmates appropriate sales tax and or fees and remit all such sales tax and or fees for this Commissary and Telephone operation on behalf of the Jail.

## **14. AUDIT**

The Jail will be permitted by the Company to audit, read, review and copy all records pertaining to this agreement at no additional charge.

## **15. NOTICES**

Notices are to be made in writing and directed to the following:

Jail:

Calhoun County  
Attn: Calhoun County Judge  
211 S. Ann, Room 301  
Port Lavaca, Texas 77979  
Tel: 361-553-4600  
Fax: 361-553-4444

Company:

Inmate Calling Solutions, LLC  
\_\_\_\_\_  
2200 Danbury Street  
\_\_\_\_\_  
San Antonio, TX 78217  
\_\_\_\_\_

**16. DISCLOSURE OF FEES AND OR CHARGES:**

No other fees or charges may be billed to the Jail unless noted as an exception to this agreement. If exceptions are made to this agreement, they must be listed at the end as an exhibit. Exceptions may void the agreement.

**17. ENTIRE AGREEMENT WAIVER**

This agreement constitutes the entire agreement between the parties with respect to the provisions of delivery services, and there are no other further written or oral understandings or agreements with respect thereto.

No variation or modification of the agreement and no waiver of its provisions shall be valid unless in writing and signed by the duly authorized offices of the Company and the Jail.

This Agreement supersedes all other agreements between the parties for the provision of Inmate Telephone Services and / or Resident Banking Software, Commissary Service and Fiduciary Management Services.

IN WITNESS HEREOF, the parties have executed this Inmate Telephone Services and Resident Banking Software, Commissary Service and Fiduciary Management Services as of the year and date written.

This Agreement begins February 15, 2019 and ends on February 14, 2021 with the option to renew yearly (one year terms) upon Commissioners' Court approval. Each one year renewal must be approved by Commissioners' Court prior to the end date of the agreement.

**JAIL**

Calhoun County Adult Detention Center  
Jail

Michael J. Pfeifer  
Name & Title (Signature)

Michael J. Pfeifer  
Printed Name & Title

12/19/18  
Date Signed

**COMPANY**

Inmate Calling Solutions, LLC  
Name of Company (Print)

Michael Kennedy  
Name & Title (Signature)

Michael Kennedy, VP Sales & Marketing  
Printed Name & Title

12/5/18  
Date Signed

## **EXHIBIT**

Use this page(s) to attach exhibits

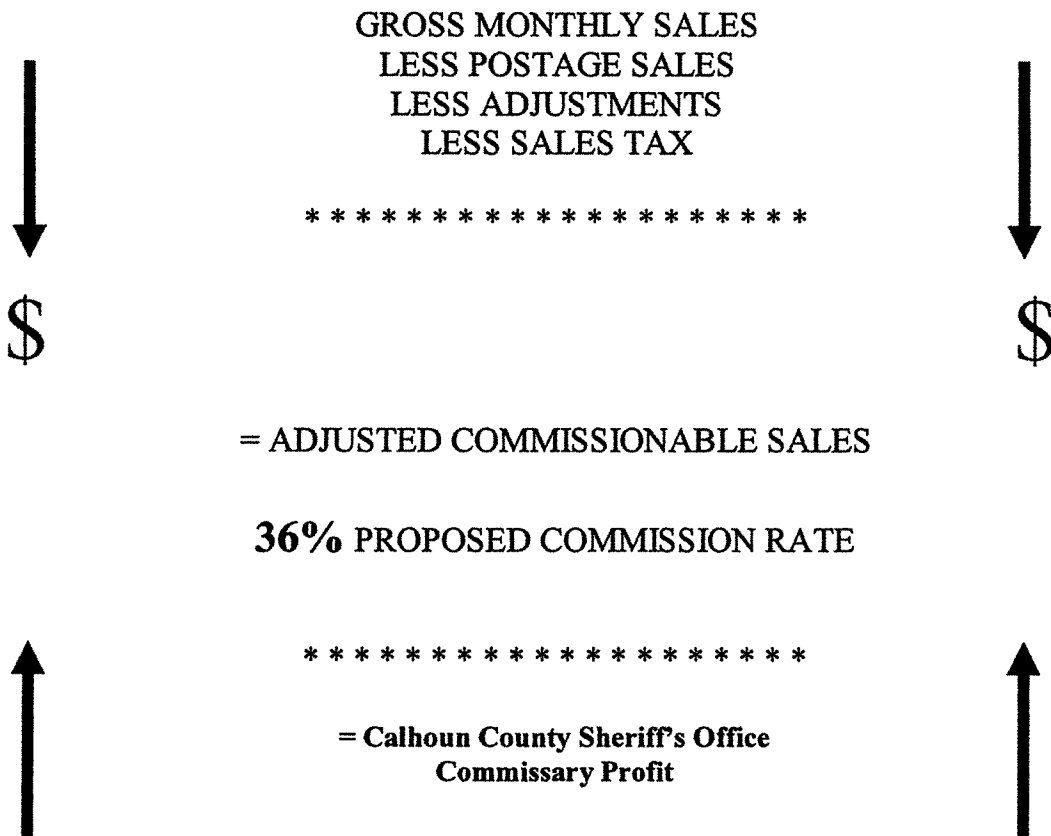
Example: Exhibit on how commissions are determined and list of non-commissioned items

# EXHIBIT A

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## HOW COMMISSIONS ARE CALCULATED

The commission will be based on the weekly,  
adjusted gross commissary sales.  
Adjusted gross sales are gross sales less postage sales  
or other noncommissioned sales.





**CURRENT**  
**PHONE COMMISSIONS**

- January thru May 2021

**Monthly Commission Report**  
**January 2021**  
**Settlement Date: 02/25/2021**

**Client ID: 4030 - Calhoun County, TX**  
**Calhoun County Adult Detention Center**  
**302 West Live Oak**  
**Port Lavaca, Texas 77979**  
**Attention: Michelle Velasquez, Jail Administrator**

Tariff Type	Call Type	Call Count	Minutes	Gross Revenue	%	Commission Earned
Local	Collect	-	-	\$ -	65.0%	\$ -
	PrePaid	2,332	18,753	\$ 3,938.13	65.0%	\$ 2,559.78
	Debit Card	-	-	\$ -	65.0%	\$ -
	Debit	1,477	10,680	\$ 2,242.80	65.0%	\$ 1,457.82
Total Local		3,809	29,433	\$ 6,180.93		\$ 4,017.60
IntraCell	Collect	-	-	\$ -	65.0%	\$ -
	PrePaid	89	447	\$ 93.87	65.0%	\$ 61.02
	Debit Card	-	-	\$ -	65.0%	\$ -
	Debit	80	610	\$ 128.10	65.0%	\$ 83.27
Total IntraCell		169	1,057	\$ 221.97		\$ 144.28
IntraLATA	Collect	-	-	\$ -	65.0%	\$ -
	PrePaid	191	1,228	\$ 257.88	65.0%	\$ 167.62
	Debit Card	-	-	\$ -	65.0%	\$ -
	Debit	430	2,117	\$ 444.57	65.0%	\$ 288.97
Total IntraLATA		621	3,345	\$ 702.45		\$ 456.59
Intrastate	Collect	-	-	\$ -	65.0%	\$ -
	PrePaid	349	3,406	\$ 715.26	65.0%	\$ 464.92
	Debit Card	-	-	\$ -	65.0%	\$ -
	Debit	882	7,359	\$ 1,545.39	65.0%	\$ 1,004.50
Total Intrastate		1,231	10,765	\$ 2,260.65		\$ 1,469.42
Interstate	Collect	-	-	\$ -	65.0%	\$ -
	PrePaid	94	697	\$ 146.37	65.0%	\$ 95.14
	Debit Card	-	-	\$ -	65.0%	\$ -
	Debit	224	2,183	\$ 458.43	65.0%	\$ 297.98
Total Interstate		318	2,880	\$ 604.80		\$ 393.12
International	Collect	-	-	\$ -	65.0%	\$ -
	PrePaid	-	-	\$ -	65.0%	\$ -
	Debit Card	-	-	\$ -	65.0%	\$ -
	Debit	-	-	\$ -	65.0%	\$ -
Total International		-	-	\$ -		\$ -
Caribbean	Collect	-	-	\$ -	65.0%	\$ -
	PrePaid	-	-	\$ -	65.0%	\$ -
	Debit Card	-	-	\$ -	65.0%	\$ -
	Debit	-	-	\$ -	65.0%	\$ -
Total Caribbean		-	-	\$ -		\$ -
Canadian	Collect	-	-	\$ -	65.0%	\$ -
	PrePaid	-	-	\$ -	65.0%	\$ -
	Debit Card	-	-	\$ -	65.0%	\$ -
	Debit	-	-	\$ -	65.0%	\$ -
Total Canadian		-	-	\$ -		\$ -
Total Collect		-	-	\$ -	65.0%	\$ -
Total PrePaid		3,055	24,531	\$ 5,151.51	65.0%	\$ 3,348.48
Total Debit Card		-	-	\$ -	65.0%	\$ -
Total Debit		3,093	22,949	\$ 4,819.29	65.0%	\$ 3,132.54
<b>Commission Earned</b>		<b>6,148</b>	<b>47,480</b>	<b>\$ 9,970.80</b>		<b>\$ 6,481.02</b>
Shortfall						\$ -
<b>Guaranteed Monthly</b>						<b>\$ 3,625.00</b>
Voicemail		42		\$ 42.00	50.00%	\$ 21.00
<b>Grand Total</b>						<b>\$ 6,502.02</b>

**Monthly Commission Report**  
**February 2021**  
**Settlement Date: 03/25/2021**

**Client ID: 4030 - Calhoun County, TX**  
**Calhoun County Adult Detention Center**  
**302 West Live Oak**  
**Port Lavaca, Texas 77979**  
**Attention: Michelle Velasquez, Jail Administrator**

Tariff Type	Call Type	Call Count	Minutes	Gross Revenue	%	Commission Earned
Local	Collect	-	-	\$ -	65.0%	\$ -
	PrePaid	1,491	11,138	\$ 2,338.98	65.0%	\$ 1,520.34
	Debit Card	-	-	\$ -	65.0%	\$ -
	Debit	1,619	13,481	\$ 2,831.01	65.0%	\$ 1,840.16
Total Local		3,110	24,619	\$ 5,169.99		\$ 3,360.49
IntraCell	Collect	-	-	\$ -	65.0%	\$ -
	PrePaid	204	1,237	\$ 259.77	65.0%	\$ 168.85
	Debit Card	-	-	\$ -	65.0%	\$ -
	Debit	76	383	\$ 80.43	65.0%	\$ 52.28
Total IntraCell		280	1,620	\$ 340.20		\$ 221.13
IntraLATA	Collect	-	-	\$ -	65.0%	\$ -
	PrePaid	205	1,283	\$ 269.43	65.0%	\$ 175.13
	Debit Card	-	-	\$ -	65.0%	\$ -
	Debit	465	2,473	\$ 519.33	65.0%	\$ 337.56
Total IntraLATA		670	3,756	\$ 788.76		\$ 512.69
Intrastate	Collect	-	-	\$ -	65.0%	\$ -
	PrePaid	243	2,006	\$ 421.26	65.0%	\$ 273.82
	Debit Card	-	-	\$ -	65.0%	\$ -
	Debit	955	8,139	\$ 1,709.19	65.0%	\$ 1,110.97
Total Intrastate		1,198	10,145	\$ 2,130.45		\$ 1,384.79
Interstate	Collect	-	-	\$ -	65.0%	\$ -
	PrePaid	103	1,291	\$ 271.11	65.0%	\$ 176.22
	Debit Card	-	-	\$ -	65.0%	\$ -
	Debit	146	1,456	\$ 305.76	65.0%	\$ 198.74
Total Interstate		249	2,747	\$ 576.87		\$ 374.97
International	Collect	-	-	\$ -	65.0%	\$ -
	PrePaid	-	-	\$ -	65.0%	\$ -
	Debit Card	-	-	\$ -	65.0%	\$ -
	Debit	-	-	\$ -	65.0%	\$ -
Total International		-	-	\$ -		\$ -
Caribbean	Collect	-	-	\$ -	65.0%	\$ -
	PrePaid	-	-	\$ -	65.0%	\$ -
	Debit Card	-	-	\$ -	65.0%	\$ -
	Debit	-	-	\$ -	65.0%	\$ -
Total Caribbean		-	-	\$ -		\$ -
Canadian	Collect	-	-	\$ -	65.0%	\$ -
	PrePaid	-	-	\$ -	65.0%	\$ -
	Debit Card	-	-	\$ -	65.0%	\$ -
	Debit	-	-	\$ -	65.0%	\$ -
Total Canadian		-	-	\$ -		\$ -
Total Collect		-	-	\$ -	65.0%	\$ -
Total PrePaid		2,246	16,955	\$ 3,560.55	65.0%	\$ 2,314.36
Total Debit Card		-	-	\$ -	65.0%	\$ -
Total Debit		3,261	25,932	\$ 5,445.72	65.0%	\$ 3,539.72
<b>Commission Earned</b>		<b>5,507</b>	<b>42,887</b>	<b>\$ 9,006.27</b>		<b>\$ 5,854.08</b>
Shortfall						\$ -
<b>Guaranteed Monthly</b>						<b>\$ 3,625.00</b>
Voicemail		37		\$ 37.00	50.00%	\$ 18.50
<b>Grand Total</b>						<b>\$ 5,872.58</b>

**Monthly Commission Report**  
**March 2021**  
**Settlement Date: 04/25/2021**

**Client ID: 4030 - Calhoun County, TX**  
**Calhoun County Adult Detention Center**  
**302 West Live Oak**  
**Port Lavaca, Texas 77979**  
**Attention: Michelle Velasquez, Jail Administrator**

Tariff Type	Call Type	Call Count	Minutes	Gross Revenue	%	Commission Earned
Local	Collect	-	-	\$ -	65.0%	\$ -
	PrePaid	1,959	14,784	\$ 3,104.64	65.0%	\$ 2,018.02
	Debit Card	-	-	\$ -	65.0%	\$ -
	Debit	2,624	22,785	\$ 4,784.85	65.0%	\$ 3,110.15
Total Local		4,583	37,569	\$ 7,889.49		\$ 5,128.17
IntraCell	Collect	-	-	\$ -	65.0%	\$ -
	PrePaid	259	1,855	\$ 389.55	65.0%	\$ 253.21
	Debit Card	-	-	\$ -	65.0%	\$ -
	Debit	80	536	\$ 112.56	65.0%	\$ 73.16
Total IntraCell		339	2,391	\$ 502.11		\$ 326.37
IntraLATA	Collect	-	-	\$ -	65.0%	\$ -
	PrePaid	321	2,579	\$ 541.59	65.0%	\$ 352.03
	Debit Card	-	-	\$ -	65.0%	\$ -
	Debit	618	3,403	\$ 714.63	65.0%	\$ 464.51
Total IntraLATA		939	5,982	\$ 1,256.22		\$ 816.54
Intrastate	Collect	-	-	\$ -	65.0%	\$ -
	PrePaid	462	4,688	\$ 984.48	65.0%	\$ 639.91
	Debit Card	-	-	\$ -	65.0%	\$ -
	Debit	1,221	9,503	\$ 1,995.63	65.0%	\$ 1,297.16
Total Intrastate		1,683	14,191	\$ 2,980.11		\$ 1,937.07
Interstate	Collect	-	-	\$ -	65.0%	\$ -
	PrePaid	128	1,019	\$ 213.99	65.0%	\$ 139.09
	Debit Card	-	-	\$ -	65.0%	\$ -
	Debit	218	1,874	\$ 393.54	65.0%	\$ 255.80
Total Interstate		346	2,893	\$ 607.53		\$ 394.89
International	Collect	-	-	\$ -	65.0%	\$ -
	PrePaid	-	-	\$ -	65.0%	\$ -
	Debit Card	-	-	\$ -	65.0%	\$ -
	Debit	-	-	\$ -	65.0%	\$ -
Total International		-	-	\$ -		\$ -
Caribbean	Collect	-	-	\$ -	65.0%	\$ -
	PrePaid	-	-	\$ -	65.0%	\$ -
	Debit Card	-	-	\$ -	65.0%	\$ -
	Debit	-	-	\$ -	65.0%	\$ -
Total Caribbean		-	-	\$ -		\$ -
Canadian	Collect	-	-	\$ -	65.0%	\$ -
	PrePaid	-	-	\$ -	65.0%	\$ -
	Debit Card	-	-	\$ -	65.0%	\$ -
	Debit	-	-	\$ -	65.0%	\$ -
Total Canadian		-	-	\$ -		\$ -
Total Collect		-	-	\$ -	65.0%	\$ -
Total PrePaid		3,129	24,925	\$ 5,234.25	65.0%	\$ 3,402.26
Total Debit Card		-	-	\$ -	65.0%	\$ -
Total Debit		4,761	38,101	\$ 8,001.21	65.0%	\$ 5,200.79
<b>Commission Earned</b>		<b>7,890</b>	<b>63,026</b>	<b>\$ 13,235.46</b>		<b>\$ 8,603.05</b>
Shortfall						\$ -
<b>Guaranteed Monthly</b>						<b>\$ 3,625.00</b>
Voicemail		38		\$ 38.00	50.00%	\$ 19.00
<b>Grand Total</b>						<b>\$ 8,622.05</b>

**Monthly Commission Report**  
**April 2021**  
**Settlement Date: 05/25/2021**

**Client ID: 4030 - Calhoun County, TX**  
**Calhoun County Adult Detention Center**  
**302 West Live Oak**  
**Port Lavaca, Texas 77979**  
**Attention: Michelle Velasquez, Jail Administrator**

Tariff Type	Call Type	Call Count	Minutes	Gross Revenue	%	Commission Earned
Local	Collect	-	-	\$ -	65.0%	\$ -
	PrePaid	1,675	13,241	\$ 2,780.61	65.0%	\$ 1,807.40
	Debit Card	-	-	\$ -	65.0%	\$ -
	Debit	2,278	17,401	\$ 3,654.21	65.0%	\$ 2,375.24
Total Local		3,953	30,642	\$ 6,434.82		\$ 4,182.63
IntraCell	Collect	-	-	\$ -	65.0%	\$ -
	PrePaid	416	2,575	\$ 540.75	65.0%	\$ 351.49
	Debit Card	-	-	\$ -	65.0%	\$ -
	Debit	208	1,319	\$ 276.99	65.0%	\$ 180.04
Total IntraCell		624	3,894	\$ 817.74		\$ 531.53
IntraLATA	Collect	-	-	\$ -	65.0%	\$ -
	PrePaid	235	1,454	\$ 305.34	65.0%	\$ 198.47
	Debit Card	-	-	\$ -	65.0%	\$ -
	Debit	552	2,958	\$ 621.18	65.0%	\$ 403.77
Total IntraLATA		787	4,412	\$ 926.52		\$ 602.24
Intrastate	Collect	-	-	\$ -	65.0%	\$ -
	PrePaid	479	4,299	\$ 902.79	65.0%	\$ 586.81
	Debit Card	-	-	\$ -	65.0%	\$ -
	Debit	787	7,157	\$ 1,502.97	65.0%	\$ 976.93
Total Intrastate		1,266	11,456	\$ 2,405.76		\$ 1,563.74
Interstate	Collect	-	-	\$ -	65.0%	\$ -
	PrePaid	65	708	\$ 148.68	65.0%	\$ 96.64
	Debit Card	-	-	\$ -	65.0%	\$ -
	Debit	239	2,448	\$ 514.08	65.0%	\$ 334.15
Total Interstate		304	3,156	\$ 662.76		\$ 430.79
International	Collect	-	-	\$ -	65.0%	\$ -
	PrePaid	-	-	\$ -	65.0%	\$ -
	Debit Card	-	-	\$ -	65.0%	\$ -
	Debit	6	55	\$ 52.25	65.0%	\$ 33.96
Total International		6	55	\$ 52.25		\$ 33.96
Caribbean	Collect	-	-	\$ -	65.0%	\$ -
	PrePaid	-	-	\$ -	65.0%	\$ -
	Debit Card	-	-	\$ -	65.0%	\$ -
	Debit	-	-	\$ -	65.0%	\$ -
Total Caribbean		-	-	\$ -		\$ -
Canadian	Collect	-	-	\$ -	65.0%	\$ -
	PrePaid	-	-	\$ -	65.0%	\$ -
	Debit Card	-	-	\$ -	65.0%	\$ -
	Debit	-	-	\$ -	65.0%	\$ -
Total Canadian		-	-	\$ -		\$ -
Total Collect		-	-	\$ -	65.0%	\$ -
Total PrePaid		2,870	22,277	\$ 4,678.17	65.0%	\$ 3,040.81
Total Debit Card		-	-	\$ -	65.0%	\$ -
Total Debit		4,070	31,338	\$ 6,621.68	65.0%	\$ 4,304.09
<b>Commission Earned</b>		<b>6,940</b>	<b>53,615</b>	<b>\$ 11,299.85</b>		<b>\$ 7,344.90</b>
Shortfall						\$ -
<b>Guaranteed Monthly</b>						<b>\$ 3,625.00</b>
Voicemail		11		\$ 11.00	50.00%	\$ 5.50
<b>Grand Total</b>						<b>\$ 7,350.40</b>

**Monthly Commission Report**  
**May 2021**  
**Settlement Date: 06/25/2021**

**Client ID: 4030 - Calhoun County, TX**  
**Calhoun County Adult Detention Center**  
**302 West Live Oak**  
**Port Lavaca, Texas 77979**  
**Attention: Michelle Velasquez, Jail Administrator**

Tariff Type	Call Type	Call Count	Minutes	Gross Revenue	%	Commission Earned
Local	Collect	-	-	\$ -	65.0%	\$ -
	PrePaid	1,127	7,782	\$ 1,634.22	65.0%	\$ 1,062.24
	Debit Card	-	-	\$ -	65.0%	\$ -
	Debit	1,992	15,128	\$ 3,176.88	65.0%	\$ 2,064.97
<b>Total Local</b>		<b>3,119</b>	<b>22,910</b>	<b>\$ 4,811.10</b>		<b>\$ 3,127.22</b>
IntraCell	Collect	-	-	\$ -	65.0%	\$ -
	PrePaid	293	2,091	\$ 439.11	65.0%	\$ 285.42
	Debit Card	-	-	\$ -	65.0%	\$ -
	Debit	221	1,453	\$ 305.13	65.0%	\$ 198.33
<b>Total IntraCell</b>		<b>514</b>	<b>3,544</b>	<b>\$ 744.24</b>		<b>\$ 483.76</b>
IntraLATA	Collect	-	-	\$ -	65.0%	\$ -
	PrePaid	169	1,306	\$ 274.26	65.0%	\$ 178.27
	Debit Card	-	-	\$ -	65.0%	\$ -
	Debit	559	3,074	\$ 645.54	65.0%	\$ 419.60
<b>Total IntraLATA</b>		<b>728</b>	<b>4,380</b>	<b>\$ 919.80</b>		<b>\$ 597.87</b>
Intrastate	Collect	-	-	\$ -	65.0%	\$ -
	PrePaid	850	8,053	\$ 1,691.13	65.0%	\$ 1,099.23
	Debit Card	-	-	\$ -	65.0%	\$ -
	Debit	435	3,812	\$ 800.52	65.0%	\$ 520.34
<b>Total Intrastate</b>		<b>1,285</b>	<b>11,865</b>	<b>\$ 2,491.65</b>		<b>\$ 1,619.57</b>
Interstate	Collect	-	-	\$ -	65.0%	\$ -
	PrePaid	8	80	\$ 16.80	65.0%	\$ 10.92
	Debit Card	-	-	\$ -	65.0%	\$ -
	Debit	153	1,476	\$ 309.96	65.0%	\$ 201.47
<b>Total Interstate</b>		<b>161</b>	<b>1,556</b>	<b>\$ 326.76</b>		<b>\$ 212.39</b>
International	Collect	-	-	\$ -	65.0%	\$ -
	PrePaid	-	-	\$ -	65.0%	\$ -
	Debit Card	-	-	\$ -	65.0%	\$ -
	Debit	-	-	\$ -	65.0%	\$ -
<b>Total International</b>		<b>-</b>	<b>-</b>	<b>\$ -</b>		<b>\$ -</b>
Caribbean	Collect	-	-	\$ -	65.0%	\$ -
	PrePaid	-	-	\$ -	65.0%	\$ -
	Debit Card	-	-	\$ -	65.0%	\$ -
	Debit	-	-	\$ -	65.0%	\$ -
<b>Total Caribbean</b>		<b>-</b>	<b>-</b>	<b>\$ -</b>		<b>\$ -</b>
Canadian	Collect	-	-	\$ -	65.0%	\$ -
	PrePaid	-	-	\$ -	65.0%	\$ -
	Debit Card	-	-	\$ -	65.0%	\$ -
	Debit	-	-	\$ -	65.0%	\$ -
<b>Total Canadian</b>		<b>-</b>	<b>-</b>	<b>\$ -</b>		<b>\$ -</b>
<b>Total Collect</b>		<b>-</b>	<b>-</b>	<b>\$ -</b>	<b>65.0%</b>	<b>\$ -</b>
<b>Total PrePaid</b>		<b>2,447</b>	<b>19,312</b>	<b>\$ 4,055.52</b>	<b>65.0%</b>	<b>\$ 2,636.09</b>
<b>Total Debit Card</b>		<b>-</b>	<b>-</b>	<b>\$ -</b>	<b>65.0%</b>	<b>\$ -</b>
<b>Total Debit</b>		<b>3,360</b>	<b>24,943</b>	<b>\$ 5,238.03</b>	<b>65.0%</b>	<b>\$ 3,404.72</b>
<b>Commission Earned</b>		<b>5,807</b>	<b>44,255</b>	<b>\$ 9,293.55</b>		<b>\$ 6,040.81</b>
<b>Shortfall</b>						<b>\$ -</b>
<b>Guaranteed Monthly</b>						<b>\$ 3,625.00</b>
<b>Voicemail</b>		<b>15</b>		<b>\$ 15.00</b>	<b>50.00%</b>	<b>\$ 7.50</b>
<b>Grand Total</b>						<b>\$ 6,048.31</b>

**CURRENT**

**COMMISSARY SALES/COMMISSIONS**

- January thru June 2021

## Sales Breakdown from 1/1/2021 to 6/30/2021

		<u>GL</u> <u>Purch / Refund</u> <u>Total</u> **	<u>Commissionable /</u> <u>Profit</u> <u>Items Sold</u>	<u>Non-Profit</u> <u>Items</u> <u>Sold</u>	<u>Non-</u> <u>Taxable</u> <u>Inmate Sales</u>	<u>Taxable</u> <u>Inmate</u> <u>Sales</u>	<u>Sales</u> <u>Tax</u>	<u>On Site</u> <u>Items</u> <u>Sold</u>
<b>Inmate Purchase</b>								
<b><i>Order Date - 1/4/2021</i></b>								
1/4/2021	Batch - 435	1,880.97	1,783.71	55.98	1,338.19	501.50	41.28	0.00
<b><i>Order Date - 1/11/2021</i></b>								
1/11/2021	Batch - 437	2,096.86	2,008.77	44.93	1,530.30	523.40	43.16	0.00
<b><i>Order Date - 1/12/2021</i></b>								
1/12/2021	Batch - 439	42.75	33.17	8.16	24.23	17.10	1.42	0.00
<b><i>Order Date - 1/19/2021</i></b>								
1/19/2021	Batch - 440	2,288.67	2,188.28	47.49	1,594.77	641.00	52.90	0.00
<b><i>Order Date - 1/26/2021</i></b>								
1/26/2021	Batch - 442	2,406.77	2,295.20	52.70	1,635.05	712.85	58.87	0.00
<b><i>Order Date - 2/1/2021</i></b>								
2/1/2021	Batch - 444	2,214.23	2,118.06	39.94	1,477.75	680.25	56.23	0.00
2/1/2021	Batch - 446	202.16	193.11	3.82	133.93	63.00	5.23	0.00
<b><i>Order Date - 2/8/2021</i></b>								
2/8/2021	Batch - 447	2,458.71	2,362.04	36.39	1,668.08	730.35	60.28	0.00
<b><i>Order Date - 2/9/2021</i></b>								
2/9/2021	Batch - 449	27.86	27.32	0.00	20.72	6.60	0.54	0.00
<b><i>Order Date - 2/16/2021</i></b>								
2/16/2021	Batch - 450	2,065.06	1,963.44	51.53	1,407.77	607.20	50.09	0.00
<b><i>Order Date - 2/23/2021</i></b>								
2/23/2021	Batch - 452	2,480.72	2,387.09	42.63	1,811.67	618.05	51.00	0.00
<b><i>Order Date - 3/2/2021</i></b>								
3/2/2021	Batch - 453	2,267.22	2,147.11	66.85	1,568.86	645.10	53.26	0.00
<b><i>Order Date - 3/9/2021</i></b>								
3/9/2021	Batch - 455	2,763.51	2,671.32	36.84	2,036.66	671.50	55.35	0.00
<b><i>Order Date - 3/15/2021</i></b>								
3/15/2021	Batch - 457	2,812.72	2,688.09	68.08	2,070.92	685.25	56.55	0.00
<b><i>Order Date - 3/22/2021</i></b>								
3/22/2021	Batch - 459	2,742.93	2,628.83	57.46	1,999.84	686.45	56.64	0.00
<b><i>Order Date - 3/23/2021</i></b>								
3/23/2021	Batch - 461	145.35	131.03	8.71	71.64	68.10	5.61	0.00
<b><i>Order Date - 3/30/2021</i></b>								
3/30/2021	Batch - 462	2,698.01	2,592.25	51.64	1,988.34	655.55	54.12	0.00

\* (KCN Invoice amt = commissionable sales)

\*\* (GL account value for CPURCHASE, CPURCH TAX, CREFUND, CREFUND TAX, CSITE and/or CSITE TAX transactions)



## Sales Breakdown from 1/1/2021 to 6/30/2021

		<u>GL</u> <u>Purch / Refund</u> <u>Total</u> **	<u>Commissionable /</u> <u>Profit</u> <u>Items Sold</u>	<u>Non-Profit</u> <u>Items</u> <u>Sold</u>	<u>Non-</u> <u>Taxable</u> <u>Inmate Sales</u>	<u>Taxable</u> <u>Inmate</u> <u>Sales</u>	<u>Sales</u> <u>Tax</u>	<u>On Site</u> <u>Items</u> <u>Sold</u>
3/30/2021	Batch - 464	73.96	72.55	0.00	55.50	17.05	1.41	0.00
<b>Order Date - 4/6/2021</b>								
4/6/2021	Batch - 466	2,494.54	2,397.32	40.89	1,755.96	682.25	56.33	0.00
<b>Order Date - 4/13/2021</b>								
4/13/2021	Batch - 467	2,565.97	2,464.85	48.27	1,873.22	639.90	52.85	0.00
4/13/2021	Batch - 469	74.23	72.70	0.00	54.30	18.40	1.53	0.00
<b>Order Date - 4/19/2021</b>								
4/19/2021	Batch - 471	2,309.63	2,231.80	37.88	1,786.59	483.09	39.95	0.00
<b>Order Date - 4/20/2021</b>								
4/20/2021	Batch - 473	21.44	21.21	0.00	18.41	2.80	0.23	0.00
<b>Order Date - 4/26/2021</b>								
4/26/2021	Batch - 474	2,170.16	2,077.51	50.86	1,622.62	505.75	41.79	0.00
<b>Order Date - 4/27/2021</b>								
4/27/2021	Batch - 476	56.90	52.75	2.04	29.29	25.50	2.11	0.00
<b>Order Date - 5/3/2021</b>								
5/3/2021	Batch - 477	2,383.04	2,290.29	46.04	1,771.16	565.17	46.71	0.00
5/3/2021	Batch - 479	16.79	16.65	0.00	14.90	1.75	0.14	0.00
<b>Order Date - 5/11/2021</b>								
5/11/2021	Batch - 480	2,286.15	2,183.41	50.67	1,603.77	630.31	52.07	0.00
<b>Order Date - 5/17/2021</b>								
5/17/2021	Batch - 482	2,288.84	2,199.82	33.38	1,560.06	673.14	55.64	0.00
<b>Order Date - 5/24/2021</b>								
5/24/2021	Batch - 484	1,831.65	1,775.79	20.04	1,361.29	434.54	35.82	0.00
<b>Order Date - 5/25/2021</b>								
5/25/2021	Batch - 486	24.90	24.20	0.00	15.70	8.50	0.70	0.00
<b>Order Date - 6/1/2021</b>								
6/1/2021	Batch - 487	1,580.78	1,514.50	27.91	1,078.53	463.88	38.37	0.00
<b>Order Date - 6/7/2021</b>								
6/7/2021	Batch - 489	2,201.50	2,097.55	51.48	1,513.64	635.39	52.47	0.00
<b>Order Date - 6/8/2021</b>								
6/8/2021	Batch - 491	122.01	118.07	1.36	88.06	31.37	2.58	0.00
<b>Order Date - 6/15/2021</b>								
6/15/2021	Batch - 492	2,292.73	2,201.84	39.18	1,615.05	625.97	51.71	0.00
<b>Order Date - 6/22/2021</b>								
6/22/2021	Batch - 494	2,240.86	2,131.24	54.62	1,519.43	666.43	55.00	0.00

\* (KCN Invoice amt = commissionable sales)

\*\* (GL account value for CPURCHASE, CPURCH TAX, CREFUND, CREFUND TAX, CSITE and/or CSITE TAX transactions)

## Sales Breakdown from 1/1/2021 to 6/30/2021

		<u>GL</u> <u>Purch / Refund</u> <u>Total</u> **	<u>Commissionable /</u> <u>Profit</u> <u>Items Sold</u>	<u>Non-Profit</u> <u>Items</u> <u>Sold</u>	<u>Non-</u> <u>Taxable</u> <u>Inmate Sales</u>	<u>Taxable</u> <u>Inmate</u> <u>Sales</u>	<u>Sales</u> <u>Tax</u>	<u>On Site</u> <u>Items</u> <u>Sold</u>
<b>Order Date - 6/29/2021</b>								
6/29/2021	Batch - 496	2,336.13	2,236.89	43.19	1,600.10	679.98	56.05	0.00
<b>Total Inmate Purchases:</b>		<b>60,966.71</b>	<b>58,399.76</b>	<b>1,220.96</b>	<b>43,316.30</b>	<b>16,304.42</b>	<b>1,345.99</b>	<b>0.00</b>

\* (KCN Invoice amt = commissionable sales)

\*\* (GL account value for CPURCHASE, CPURCH TAX, CREFUND, CREFUND  
TAX, CSITE and/or CSITE TAX transactions)

## Sales Breakdown from 1/1/2021 to 6/30/2021

		<u>GL</u> <u>Purch / Refund</u> <u>Total</u> **	<u>Commissionable /</u> <u>Profit</u> <u>Items Sold</u>	<u>Non-Profit</u> <u>Items</u> <u>Sold</u>	<u>Non-</u> <u>Taxable</u> <u>Inmate Sales</u>	<u>Taxable</u> <u>Inmate</u> <u>Sales</u>	<u>Sales</u> <u>Tax</u>	<u>On Site</u> <u>Items</u> <u>Sold</u>
<b>Inmate Refund</b>								
<b><i>Order Date - 1/4/2021</i></b>								
1/4/2021	Batch - 436	-53.87	-50.75	0.00	-12.95	-37.80	-3.12	0.00
<b><i>Order Date - 1/11/2021</i></b>								
1/11/2021	Batch - 438	-38.20	-36.15	0.00	-11.20	-24.95	-2.05	0.00
<b><i>Order Date - 1/19/2021</i></b>								
1/19/2021	Batch - 441	-87.83	-82.93	0.00	-23.58	-59.35	-4.90	0.00
<b><i>Order Date - 1/26/2021</i></b>								
1/26/2021	Batch - 443	-15.38	-14.60	0.00	-5.15	-9.45	-0.78	0.00
<b><i>Order Date - 2/1/2021</i></b>								
2/1/2021	Batch - 445	-14.18	-13.54	0.00	-5.69	-7.85	-0.64	0.00
<b><i>Order Date - 2/8/2021</i></b>								
2/8/2021	Batch - 448	-29.54	-28.01	0.00	-9.56	-18.45	-1.53	0.00
<b><i>Order Date - 2/16/2021</i></b>								
2/16/2021	Batch - 451	-57.74	-56.76	0.00	-44.86	-11.90	-0.98	0.00
<b><i>Order Date - 3/2/2021</i></b>								
3/2/2021	Batch - 454	-112.31	-109.88	0.00	-80.43	-29.45	-2.43	0.00
<b><i>Order Date - 3/9/2021</i></b>								
3/9/2021	Batch - 456	-97.47	-94.78	-0.55	-69.48	-25.85	-2.14	0.00
<b><i>Order Date - 3/15/2021</i></b>								
3/15/2021	Batch - 458	-146.47	-144.14	0.00	-115.89	-28.25	-2.33	0.00
<b><i>Order Date - 3/22/2021</i></b>								
3/22/2021	Batch - 460	-112.36	-110.00	0.00	-81.40	-28.60	-2.36	0.00
<b><i>Order Date - 3/30/2021</i></b>								
3/30/2021	Batch - 463	-109.22	-98.53	-10.20	-102.83	-5.90	-0.49	0.00
<b><i>Order Date - 4/1/2021</i></b>								
4/1/2021	Batch - 465	-217.84	-208.80	0.00	-98.95	-109.85	-9.04	0.00
<b><i>Order Date - 4/13/2021</i></b>								
4/13/2021	Batch - 468	-221.46	-215.40	0.00	-142.40	-73.00	-6.06	0.00
4/13/2021	Batch - 470	-1.10	-1.10	0.00	-1.10	0.00	0.00	0.00
<b><i>Order Date - 4/19/2021</i></b>								
4/19/2021	Batch - 472	-117.47	-115.75	0.00	-94.85	-20.90	-1.72	0.00
<b><i>Order Date - 4/26/2021</i></b>								
4/26/2021	Batch - 475	-47.73	-47.35	0.00	-42.80	-4.55	-0.38	0.00
<b><i>Order Date - 5/3/2021</i></b>								

\* (KCN Invoice amt = commissionable sales)

\*\* (GL account value for CPURCHASE, CPURCH TAX, CREFUND, CREFUND TAX, CSITE and/or CSITE TAX transactions)

## Sales Breakdown from 1/1/2021 to 6/30/2021

	<u>GL</u> <u>Purch / Refund</u> <u>Total</u> **	<u>Commissionable /</u> <u>Profit</u> <u>Items Sold</u>	<u>Non-Profit</u> <u>Items</u> <u>Sold</u>	<u>Non-</u> <u>Taxable</u> <u>Inmate Sales</u>	<u>Taxable</u> <u>Inmate</u> <u>Sales</u>	<u>Sales</u> <u>Tax</u>	<u>On Site</u> <u>Items</u> <u>Sold</u>
5/3/2021 Batch - 478	-132.13	-131.39	0.00	-122.44	-8.95	-0.74	0.00
<b>Order Date - 5/11/2021</b>							
5/11/2021 Batch - 481	-104.57	-102.58	0.00	-78.72	-23.86	-1.99	0.00
<b>Order Date - 5/17/2021</b>							
5/17/2021 Batch - 483	-252.09	-241.00	-7.15	-200.65	-47.50	-3.94	0.00
<b>Order Date - 5/24/2021</b>							
5/24/2021 Batch - 485	-237.05	-233.99	0.00	-196.84	-37.15	-3.06	0.00
<b>Order Date - 6/1/2021</b>							
6/1/2021 Batch - 488	-166.07	-160.30	0.00	-90.35	-69.95	-5.77	0.00
<b>Order Date - 6/7/2021</b>							
6/7/2021 Batch - 490	-114.84	-109.55	0.00	-45.55	-64.00	-5.29	0.00
<b>Order Date - 6/15/2021</b>							
6/15/2021 Batch - 493	-157.32	-151.03	0.00	-74.88	-76.15	-6.29	0.00
<b>Order Date - 6/22/2021</b>							
6/22/2021 Batch - 495	-204.76	-200.00	0.00	-142.00	-58.00	-4.76	0.00
<b>Order Date - 6/29/2021</b>							
6/29/2021 Batch - 497	-221.09	-215.39	0.00	-146.09	-69.30	-5.70	0.00
<b>Total Inmate Refunds:</b>	<b>-3,070.09</b>	<b>-2,973.70</b>	<b>-17.90</b>	<b>-2,040.64</b>	<b>-950.96</b>	<b>-78.49</b>	<b>0.00</b>

\* (KCN Invoice amt = commissionable sales)

\*\* (GL account value for CPURCHASE, CPURCH TAX, CREFUND, CREFUND TAX, CSITE and/or CSITE TAX transactions)

## Sales Breakdown from 1/1/2021 to 6/30/2021

	<u>GL</u> <u>Purch / Refund</u> <u>Total</u> **	<u>Commissionable /</u> <u>Profit</u> <u>Items Sold</u>	<u>Non-Profit</u> <u>Items</u> <u>Sold</u>	<u>Non-</u> <u>Taxable</u> <u>Inmate Sales</u>	<u>Taxable</u> <u>Inmate</u> <u>Sales</u>	<u>Sales</u> <u>Tax</u>	<u>On Site</u> <u>Items</u> <u>Sold</u>
Sales Totals from 1/1/2021 to 6/30/2021	57,896.62	55,426.06	1,203.06	41,275.66	15,353.46	1,267.50	0.00

						Gross Sales	\$ 57,896.62
						Less Non-Commissionable Items	\$ 1,203.06
						New Net Sales	\$56,693.56
						Sales Tax	\$ 1,267.50
Sales Tax Due from 1/1/2021 to 6/30/2021	\$ 1,267.50					Gross Sales to Keefe	\$ 55,426.06
Taxable Inmate sales	\$ 15,353.46					Less commission (53% of Profit Items Sold)	\$ 29,375.81
Non-Taxable Inmate sales	\$ 41,275.66						
						Net Sales to Keefe	\$ 26,050.25
						Non-Commission Sales Added Back	\$ 1,203.06
						Total Due to Keefe	28,520.81

\* (KCN Invoice amt = commissionable sales)

\*\* (GL account value for CPURCHASE, CPURCH TAX, CREFUND, CREFUND  
TAX, CSITE and/or CSITE TAX transactions)