April 20, 2016

Dear Proposers:

You are invited to submit proposals in accordance with the attached specifications packet, Request For Proposal (RFP**)# P1604-002-SW, for** **Inmate Communications and Educational Services for Travis County, Texas.** All proposals must be submitted with an **Original and twelve (12) copies plus an electronic copy** (in searchable PDF format on CD or DVD) to the Travis County Purchasing Agent, 700 Lavaca, Suite 800, Austin, Texas 78701, no later than **2:00 p.m., May 17, 2016.**

An **optional** pre-proposal conference is scheduled for 10:00 a.m., May 4, 2016 at the Travis County Purchasing Office, Conference Room located at 700 Lavaca, Suite 800, Austin, Texas 78751.

FOR ANY INFORMATION RELATED TO THIS RFP, THE PROPOSER MAY ONLY CONTACT CYD GRIMES, PURCHASING AGENT; BONNIE FLOYD, ASSISTANT PURCHASING AGENT; OR SCOTT WILSON, PURCHASING AGENT ASSISTANT IV. CONTACT WITH ANY OTHER PERSON ASSOCIATED WITH THIS RFP MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL.

All proposals shall be submitted to the Travis County Purchasing Agent in a sealed envelope marked:

**REQUEST FOR PROPOSAL**

**INMATE COMMUNICATIONS AND EDUCATIONAL SERVICES**

**RFP# P1604-002-SW**

**DO NOT OPEN IN MAILROOM**

Your consideration of this request is appreciated.

Sincerely,

TRAVIS COUNTY PURCHASING OFFICE

Cyd V. Grimes, C.P.M., CPPO

Purchasing Agent

CVG:SW

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###### TRAVIS COUNTY

**REQUEST FOR PROPOSALS (RFP)**

###### INMATE COMMUNICATIONS AND EDUCATIONAL SERVICES

**PART I - GENERAL REQUIREMENTS**

**PART I, SECTION A - GENERAL INFORMATION**

1.0 **PURPOSE:**

The purpose of this RFP is to solicit competitive proposals from qualified vendors interested in providing soutions for Inmate Communications and Educational Services. The ultimate goal of this RFP is to obtain the best possible contract to meet the current and future needs of the Inmates and County.

2.0 **INCURRED EXPENSES:**

There is no expressed or implied obligation for Travis County to reimburse Proposers for any expense incurred in preparing proposals in response to this request, and Travis County will not reimburse anyone for these expenses. Travis County will consider proposals from all responsible Proposers.

3.0 **SUBMISSION OF PROPOSAL:**

3.1 To be considered, an **ORIGINAL SEALED PROPOSAL PLUS TWELVE (12) COPIES and an electronic version** must be received by **May 17, 2016 at 2:00 p.m.**, in the office of the Purchasing Agent. All proposals must to be addressed to:

**Cyd V. Grimes, C.P.M., CPPO**

**Travis County Purchasing Agent**

**700 Lavaca, Suite 800**

**Austin, Texas 78701**

3.2 The envelope in which the proposal is enclosed must be marked:

**SEALED PROPOSAL**

**INMATE COMMUNICATIONS AND EDUCATIONAL SERVICES**

###### RFP# P1604-002-SW

**DO NOT OPEN IN MAILROOM**

3.3 Proposals submitted by electronic transmission will not be considered; however, proposals may be modified by electronic transmission if the notice is received prior to the time and date set for the proposal opening and specific proposal prices are not exposed by the modification.

4.0 **PRE-PROPOSAL CONFERENCE:**

An **optional** pre-proposal conference is scheduled for all prospective Proposers as follows:

DATE: May 4, 2016

TIME: 10:00 a.m.

PLACE: Travis County Purchasing Office

Large Conference Room

700 Lavaca, Suite 800

Austin, Texas 78751

1. Proposers are encouraged to attend the pre-proposal conference/site survey and make their attendance a matter of record by completing a sign-in roster identifying the prospective Proposer, name, and title of their attending representative.
2. The purpose of the pre-proposal conference/site survey is to insure:

(i) Proposers have a clear understanding of County needs and gain familiarity with the County locations;

(ii) the accuracy of specifications, descriptions, and solicitation terms, conditions, and documents;

(iii) Proposers have an opportunity to identify any problems that might hinder or prevent the County from obtaining the proper services or equipment/supplies at a fair and reasonable price, as well as any issues that may inhibit a fair and accurate solicitation or restrict competition.

1. Proposers having questions concerning the RFP document shall submit them in writing to the County Purchasing Agent at the address shown on Page 1 of this solicitation. Questions shall be submitted not later than one week preceding the date set for the pre-proposal conference so that appropriate information may be researched and made available during the pre-proposal conference to all concerned.

Any changes resulting from the pre-proposal conference that affect specifications or the scope of work, or that may require an extension to the bid opening date, will be reduced to writing in the form of an amendment to this solicitation. Such amendment will be distributed to all prospective Proposers.

5.0 **LATE PROPOSALS OR MODIFICATIONS:**

Proposals and modifications received after the time set for the proposal submission will not be considered.

6.0 **WITHDRAWAL OF PROPOSALS:**

A proposal may not be withdrawn by the Proposer without the permission of Travis County for a period of one hundred and twenty (120) calendar days following the date designated for the receipt of proposals, and Proposers agree to this by submitting a proposal.

7

.0 **POINTS OF CONTACT:**

Information regarding the purchasing process, the contents of this RFP, or questions concerning the technical requirements in Part II may be obtained from Scott Wilson, Purchasing Agent Assistant IV, Travis County Purchasing Office, 700 Lavaca, Suite 800, Austin, Texas, at telephone (512) 854-1182. Mention the RFP number at the top of this page.

8.0 **CLARIFICATION OR OBJECTION TO PROPOSAL SPECIFICATION:**

If any person contemplating submitting a proposal for this contract is in doubt as to the true meaning of the specifications or other documents or any part thereof, he may submit to the Purchasing Agent on or before TEN (10) DAYS PRIOR to scheduled opening a request for clarification. All such requests shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the RFP will be made only by RFP Amendment duly issued. In addition to being posted on BidSync, a copy of such RFS Amendment will be mailed or faxed to each person receiving a solicitation who does not have access to electronic means of doing business.

9.0 **GENERAL CONDITIONS:**

Proposer shall thoroughly examine the specific requirements, schedules, instructions and all other contract documents. Proposals must set forth accurate and complete information as required by this RFP (including attachments). No plea of ignorance by the Proposer of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Proposer to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of Travis County or the compensation to the Proposer.

By submitting a proposal, the Proposer warrants that he/she is fully satisfied that these specifications, as amended if applicable, accurately describe or indicate that all conditions, site or otherwise, have been taken into account in determining the offered price(s). There will be no increase in the contract price based upon Proposer’s misunderstanding or lack of knowledge about the intent of this solicitation.

10.0 **ETHICS POLICY:**

10.1 County has adopted an Ethics Policy that controls the way in which County contracts with vendors who have entered into certain transactions with persons who are influential in selecting vendors for a particular contract and in determining the terms and conditions of the contract. The persons that the County considers to be influential in this contract are called Key Contracting Persons and are listed in the Exhibit A to the Affidavit at the end of Part I. The transactions that are covered by the Ethics Policy are those that involve the following:

10.1.1 paying or receiving in any calendar year any money or valuable thing which is worth more than $250 in the aggregate in exchange for personal services or for the purchase of any property or property interest, either real or personal, either legal or equitable; or

10.1.2 loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than $250 in the aggregate in a calendar year;

10.1.3 but do not include any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the public.

This policy requires a Proposer to inform Travis County of covered transactions with the Key Contracting Persons that have occurred in the year before they submit their proposals and to swear and submit the affidavit at the end of this section with their proposal. This policy also requires the selected Proposer to inform County of covered transactions with the Key Contracting Persons that occur at any time during the contract. If the selected Proposer does not comply with these information requirements, the selected Proposer must continue to perform the contract and forfeit all of the benefits of the contract as provided in 23.0 of the General Provisions in Part IV.

###### PART I, SECTION B -REQUIRED DOCUMENTATION

1.0 The following documentation must be submitted with the proposal. Paragraph 2.0 describes documentation that will be used in the evaluation of the Proposer’s proposal. Paragraph 3.0 lists other documents that must be submitted. **Please note this Section B may not address all documentation required by this RFP. The Proposer is cautioned to read the entire RFP to determine all requirements. TRAVIS COUNTY RESERVES THE RIGHT TO REJECT A PROPOSAL THAT DOES NOT CONTAIN ALL INFORMATION REQUIRED BY THIS RFP.**

2.0 To achieve a uniform review process and to obtain a maximum degree of comparability, Travis County requires that proposals be submitted with a **master (marked “Original”) and twelve (12) copies (marked “Copy”).** They are to include the following:

2.1 Title Page

Title page must show the RFP subject; the Proposer’s name; the name, address, and telephone number of a contact person; and the date of the proposal.

2.2 Table of Contents

Both physical and electronic versions should include a Table of Contents. In the electronic version the Table of Contents must be linked to each section for ease of navigation. Physical form must be in a 3-ring binder, with tabs dividing the sections.

2.3 Transmittal Letter/Executive Summary

Submit a signed letter briefly addressing the Proposer’s understanding of the work to be done, the commitment to do the work detailed within this RFP and a statement explaining why the Proposer believes itself to be best qualified to do the required work.

2.3 Detailed Proposal

The detailed proposal must address the ability to provide equipment and services for each requirement as set forth in Parts II through IV of this RFP. See especially Part I, Section C, Evaluation factors for information required.

2.4 Proposer References

The Proposer must furnish at least three (3) references similar to County for which the Proposer has provided similar goods or services within the last five (5) years. These references must include (a) a description of the services and location of the contract and (b) the name, address, telephone number and email address of at least one (1) person that represents the Proposer’s customer. Travis County may contact or visit any of the listed customers to evaluate the services proposed in response to this RFP. (See Qualifications Questionnaire, Item 12.)

2.5 Description of Proposer

The description must include the full legal name of Proposer, a description of the services Proposer provides, the number of Proposer’s employees both inside and outside of Travis County, a description and location of Proposer’s service facilities, and a description of Proposer’s entity status. (See Qualifications Questionnaire).

2.6 Proposer Representative

Include the name of the designated individual(s), along with respective telephone numbers, who will be responsible for answering technical, functional, and contractual questions with respect to the proposal.

3.0 Proposer must submit the following documents with the proposal:

3.1 \* Ethics Affidavit (Attachments 1 and 2)

3.2\* HUB Declaration

3.3\* List of Certified HUB Subcontractors

3.4\* Qualifications Questionnaire

3.5\* Firm Experience and Qualifications

3.6 Attachment A – Rate Schedule **(submit in an envelope separate from RFP response, plus an electronic copy on a CD or DVD in Excel format)**

3.7 Attachment E - Insurance documentation within ten (10) calendar days after award and before beginning work

3.8 All other information required in this RFP

3.9 Proposers who are proposing to provide services for inmates shall:

3.9.1 Attach examples of monthly revenue reports detailing records of each call, indicating originating telephone number, destination (area code) telephone number, date and time call was initiated, date and time call terminated, duration of call and call charges, as well as person called and person calling, if person-to person.

3.9.2 Describe the procedure for reimbursing the County and Non-County recipients of services for incorrect billing or poor quality services and include the average length of time to receive reimbursements.

3.9.3 Describe procedure for handling uncollectible revenue for inmate communication and educational services.

3.9.4 List the number of reports of major system outages for the past twelve (12) months. Include the number of actual occurrences and the time required to correct them. If no local service was provided, list the information for a comparably sized county or customer. Name the county or customer and provide contact information.

3.9.5 Describe the procedure to report malfunctions with the inmate communcations and educational services.

3.10 All Proposers shall provide a description of the following information regarding customer service:

3.10.1 During the past 12 months, the quantity and category of customer complaints in Travis County or the same information for a comparable size customer, including the name, and contact information.

3.10.2 Procedure used to handle customer complaints, including average length of time to resolve the complaint.

3.11 All Proposers shall provide the following additional information:

3.11.1 Provide statistics outlining the number of organizations to which they provide the services included in the proposal. This number shall include the number of inmate telephones, and other services that are currently being supported inside of Travis County.

3.11.2 Any information that will provide insight to the evaluators regarding the qualifications, fitness, and abilities of the Proposer.

3.11.3 If the Proposer or its parent company is currently, or in the past (3) years has been involved in any legal action related to services associated with this proposal, please provide a synopsis with explanation of all parties allegations in the suite. Failure to address this matter will negatively impact the evaluation. Please include a notification of any federal or other debarment of the Proposer or its parent company, if any, in the past three (3) years.

3.12 The Proposer shall list and explain in detail any added value services offered to the public, inmates and/or to Travis County by selection of its proposal, for example, options for cost savings, state of the art features, handicap considerations, fax services, call messages, special calling cards, inmate email with web based user interface, commissary calling cards, video (remote and onsite), cell phone carrier acceptance (text and voice), inmate tablet connect service, free sign up for attorney, IVR (interactive services), and a TIP/Prison Rape Elimination Act (PREA) Hotline.

\* These documents are included as attachments to this Part I, Section B.

**NOTE: FAILURE TO PROVIDE ALL INFORMATION REQUESTED MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL.**

### STATE OF TEXAS}

COUNTY OF TRAVIS}

ETHICS AFFIDAVIT

Date:

Name of Affiant:

Title of Affiant:

Business Name of Proposer:

County of Proposer:

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Proposer to make this affidavit for Proposer.

2. Affiant is fully aware of the facts stated in this affidavit.

3. Affiant can read the English language.

4. Proposer has received the list of key contracting persons associated with this solicitation which is attached to this affidavit as Exhibit "A".

5. Affiant has personally read Exhibit "A" to this Affidavit.

6. Affiant has no knowledge of any Key Contracting Person on Exhibit "A" with whom Proposer is doing business or has done business during the 365 day period immediately before the date of this affidavit whose name is not disclosed in the solicitation.

Signature of Affiant

Address

SUBSCRIBED AND SWORN TO before me by on , 20\_\_.

Notary Public, State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Typed or printed name of notary

My commission expires:

ATTACHMENT 1EXHIBIT A

**LIST OF KEY CONTRACTING PERSONS**

# **April 18, 2016**

**CURRENT**

Name of Individual Name of Business

Position Held Holding Office/Position Individual is Associated

County Judge Sarah Eckhardt

County Judge (Spouse) Kurt Sauer Kelly Hart LLP

Chief of Staff Peter Einhorn

Executive Assistant Loretta Farb

Executive Assistant Joe Hon

Executive Assistant Maya Reisman

Commissioner, Precinct 1 Ron Davis

Commissioner, Precinct 1 (Spouse) Annie Davis Seton Hospital

Executive Assistant Deone Wilhite

Executive Assistant Felicitas Chavez

Executive Assistant Sue Spears

Commissioner, Precinct 2 Brigid Shea

Commissioner, Precinct 2 (Spouse) John Umphress Austin Energy

Executive Assistant Barbara Rush

Executive Assistant Kristian Caballero

Executive Assistant Melissa Velasquez

Commissioner, Precinct 3 Gerald Daugherty

Commissioner, Precinct 3 (Spouse) Charyln Daugherty Consultant

Executive Assistant Bob Moore

Executive Assistant Martin Zamzow

Executive Assistant Madison A. Gessner

Commissioner, Precinct 4 Margaret Gomez

Executive Assistant Edith Moreida

Executive Assistant Norma Guerra

County Treasurer Dolores Ortega-Carter

County Auditor Nicki Riley

County Human Resources Debbie Maynor

County Executive, Administrative Vacant

County Executive, Planning & Budget Jessica Rio

County Executive, Emergency Services Danny Hobby

County Executive, Health/Human Services Sherri E. Fleming

County Executive, TNR Steven M. Manilla, P.E.

County Executive, Justice & Public Safety Roger Jefferies

Director, Facilities Management Roger El Khoury, M.S., P.E.

Chief Information Officer Tanya Acevedo

Director, Records Mgment & Communications Steven Broberg

Travis County Attorney David Escamilla

First Assistant County Attorney Steve Capelle

Executive Assistant, County Attorney James Collins

Director, Land Use Division Tom Nuckols

Attorney, Land Use Division Julie Joe

Attorney, Land Use Division Christopher Gilmore

Director, Transactions Division John Hille

Attorney, Transactions Division Daniel Bradford

Attorney, Transactions Division Ann-Marie Sheely

Attorney, Transactions Division Barbara Wilson

Attorney, Transactions Division Jennifer Kraber

Attorney, Transactions Division Tenley Aldredge

Director, Health Services Division Beth Devery

Attorney, Health Services Division Elizabeth Winn

Attorney, Health Services Division Vacant

Attorney, Health Services Division Prema Gregerson

Attorney, Health Services Division Barbara E. Misle

Attorney, Health Services Division Ruben Baeza, Jr.

Attorney, Health Services Division Holly Gummert\*

Purchasing Agent Cyd Grimes, C.P.M., CPPO

Assistant Purchasing Agent Elaine Casas, J.D.

Assistant Purchasing Agent Marvin Brice, CPPB

Assistant Purchasing Agent Bonnie Floyd, CPPO, CPPB

Purchasing Agent Assistant IV CW Bruner, CTP, CPPB

Purchasing Agent Assistant IV Lee Perry

Purchasing Agent Assistant IV Jason Walker

Purchasing Agent Assistant IV Patrick Strittmatter, CPPB

Purchasing Agent Assistant IV Lori Clyde, CPPO, CPPB, CTPE

Purchasing Agent Assistant IV Scott Wilson, CPPB

Purchasing Agent Assistant IV Jorge Talavera, CPPO, CPPB

Purchasing Agent Assistant IV Loren Breland, CPPB

Purchasing Agent Assistant IV John E. Pena, CTPM, CPPB

Purchasing Agent Assistant IV Kimberly Roohms\*

Purchasing Agent Assistant IV Jonathan Harris\*

Purchasing Agent Assistant IV Veronica Frederick\*

Purchasing Agent Assistant III Logan Brown, CTCM, CTPM\*

Purchasing Agent Assistant III David Walch

Purchasing Agent Assistant III Jean Liburd

Purchasing Agent Assistant III Sydney Ceder

Purchasing Agent Assistant III Ruena Victorino

Purchasing Agent Assistant III Rachel Fishback

Purchasing Agent Assistant II L. Wade Laursen

Purchasing Agent Assistant II Sam Francis

HUB Coordinator Sylvia Lopez

HUB Specialist Betty Chapa

HUB Specialist Jerome Guerrero

HUB Specialist Paula Ann Pitifer\*

Purchasing Business Analyst Scott Worthington

Purchasing Business Analyst Rosalinda Garcia

TCSO Greg Hamilton

TCSO Wes Priddy

TCSO Tiffany Curnutt

TCSO Heather Farrell

TCSO Shane Poole

TCSO Lisa Brown

TCSO Ronald Sanders

TCSO Valerie Whitney

ITS Walter LaGrone

ITS Sally Green

ITS Leticia Marquez

Planning & Budget Katie Gipson

Planning & Budget Alan Miller

Justice & Public Safety Kimberly Pierce

**FORMER EMPLOYEES**

Name of Individual

Position Held Holding Office/Position Date of Expiration

Purchasing Agent Assistant III Ashley Waffer 09/04/16

Purchasing Agent Assistant IV Angel Gomez 09/04/16

Attorney, Health Services Division Randy M. Floyd 10/03/16

Purchasing Agent Assistant IV Richard Villareal 10/31/16

Purchasing Agent Assistant III Anthony Webb 02/05/17

Purchasing Agent Assistant IV Jesse Herrera 03/04/17

\* - Identifies employees who have been in that position less than a year.

Proposer acknowledges that Proposer is doing business or has done business during the 365 day period immediately prior to the date on which this proposal is due with the following key contracting persons and warrants that these are the only such key contracting persons:

If no one is listed above, Proposer warrants that Proposer is not doing business and has not done business during the 365 day period immediately prior to the date on which this proposal is due with any key contracting person.

ATTACHMENT 2

**Travis County Government**

**Assigned Contract #:**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(*For County Office Use Only)*

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| ***SECTION 1 BIDDER AND SOLICITATION INFORMATION*** | | | | | |
| *Bidder Company Name:* | | | *State of Texas VID#:* | | |
| *Address:* | *City:* | | *State:* | | *Zip Code:* |
| *Contact:* | *Phone No.:* | | *Fax No.:* | | *E-mail:* |
| *Project Name:* | *Total Bid Amount:* | | *Solicitation #:* | | |
| *Is your company a certified HUB?*  *Yes*  *No* | *Indicate Gender & Ethnicity:* | | | | |
| *Certifying Agency (Check all applicable):* | *State of Texas (HUB)* | *City of Austin*  *(M/WBE)* | | *Texas Unified Certification Program*  *(TUCP) (DBE)* | |
| ***Definitions:***  *HUB – Historically Underutilized Business ▪ M/WBE – Minority/Women-Owned Business Enterprise ▪ DBE – Disadvantage Business Enterprise* | | | | | |

|  |  |  |  |
| --- | --- | --- | --- |
| The policy of the Travis County Purchasing Office is to ensure a “Good Faith Effort” (GFE) is made to assist certified HUB vendors and contractors in  receiving contracts in accordance with the HUB Program policies and the Minority and Woman-owned Business (M/WBE) goals adopted by the Travis  County Commissioners Court. Travis County encourages all Bidders to register as a County vendor through the County’s online vendor registration.  *\*Prime Contractors who are awarded contracts with the County are required to make a “Good Faith Effort” to subcontract with HUBs. This includes*  *professional* services associated with the projects. | | | |
| **SECTION 2 SUBCONTRACTING INTENTIONS** | | | |
| Percentage to be subcontracted to Certified HUBs: | | | |
| Total MBE Dollars: | Total MBE Percentage: | Total WBE Dollars: | Total WBE Percentage: |
| Check the box that applies to the Bidder:  We are able to fulfill all subcontracting opportunities with our own resources. If circumstances necessitate the use of any subs, I agree to seek  the timely authorization by the County and adhere to the submission of any required documentation. (Complete Sections 5, 6 and 8)  We plan to subcontract some or most of the opportunities of this project and meet or exceed the set goals. (Complete Sections 3, 4, 6 and 8)  We plan to utilize subcontractors on this project, but will not meet the set goals. (Complete Sections 3, 4, 5, 6 and 8) | | | |

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB) PROGRAM SUBCONTRACTING DECLARATION**

|  |  |  |  |
| --- | --- | --- | --- |
| The HUB Program policies and Minority and Woman-Owned Business ***subcontracting goals*** shall be applicable to the eligible procurement dollars spent in the areas of Construction, Commodities, Services, and Professional Services. | | | |
| **COMMODITIES** | **Overall MBE Goal:** 3.5% | **Sub-goals:**  0.3% African-American  2.5% Hispanic  0.7% Asian/Native-American | **Overall WBE Goal:** 6.2% |
| **CONSTRUCTION** | **Overall MBE Goal:** 13.7% | **Sub-goals:**  1.7% African-American  9.7% Hispanic  2.3% Asian/Native-American | **Overall WBE Goal:** 13.8% |
| **SERVICES** | **Overall MBE Goal:** 14.1% | **Sub-goals:**  2.5% African-American  9.9% Hispanic  1.7% Asian/Native-American | **Overall WBE Goal:** 15.0% |
| **PROFESSIONAL SERVICES** | **Overall MBE Goal:** 15.8% | **Sub-goals:**  1.9% African-American  9.0% Hispanic  4.9% Asian/Native-American | **Overall WBE Goal:** 15.8% |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **SECTION 3 DISCLOSURE OF CERTIFIED HUB SUBCONTRACTORS** (Duplicate as necessary)  Travis County exercises the right to verify subcontractors listed on this project. It is the County’s practice to consider ethnicity before gender when distinguishing HUB certifications and calculating goal achievement.  *Note: To be considered “certified” with the State of Texas, City of Austin or the Texas Unified Certification Program, please attach a current and valid*  *certificate. Sub-goals are included to assist you in diversifying your subcontractors.* | | | | | |
| Sub Company Name: | | | State of Texas VID#: | | |
| Address: | City: | | State: | | Zip Code: |
| Contact: | Phone No.: | | Fax No.: | | E-mail: |
| Subcontract Amount: | Percentage: | | Description of Work: | | |
| Is your company a certified HUB?  Yes  No | Indicate Gender & Ethnicity: | | | | |
| Certifying Agency (Check all applicable): | State of Texas (HUB) | City of Austin  (M/WBE) | | Texas Unified Certification Program  (TUCP) (DBE) | |
| Sub Company Name: | | State of Texas VID#: | | | |
| Address: | City: | State: | | | Zip Code: |
| Contact: | Phone No.: | Fax No.: | | | E-mail: |
| Subcontract Amount: | Percentage: | Description of Work: | | | |
| Is your company a certified HUB?  Yes  No | Indicate Gender & Ethnicity: | | | | |
| Certifying Agency (Check all applicable): | State of Texas (HUB) | City of Austin  (M/WBE) | | Texas Unified Certification Program  (TUCP) (DBE) | |
| Sub Company Name: | | State of Texas VID#: | | | |
| Address: | City: | State: | | | Zip Code: |
| Contact: | Phone No.: | Fax No.: | | | E-mail: |
| Subcontract Amount: | Percentage: | Description of Work: | | | |
| Is your company a certified HUB?  Yes  No | Indicate Gender & Ethnicity: | | | | |
| Certifying Agency (Check all applicable): | State of Texas (HUB) | City of Austin  (M/WBE) | | Texas Unified Certification Program  (TUCP) (DBE) | |
| Sub Company Name: | | State of Texas VID#: | | | |
| Address: | City: | State: | | | Zip Code: |
| Contact: | Phone No.: | Fax No.: | | | E-mail: |
| Subcontract Amount: | Percentage: | Description of Work: | | | |
| Is your company a certified HUB?  Yes  No | Indicate Gender & Ethnicity: | | | | |
| Certifying Agency (Check all applicable): | State of Texas (HUB) | City of Austin  (M/WBE) | | Texas Unified Certification Program  (TUCP) (DBE) | |

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| **SECTION 4 DISCLOSURE OF NON-HUB SUBCONTRACTORS**  (Duplicate as necessary)  Travis County exercises the right to verify subcontractors listed on this project. | | | |
| Sub Company Name: | | State of Texas VID#: | |
| Address: | City: | State: | Zip Code: |
| Contact: | Phone No.: | Fax No.: | E-mail: |
| Subcontract Amount: | Percentage: | Description of Work: | |
| Sub Company Name: | | State of Texas VID#: | |
| Address: | City: | State: | Zip Code: |
| Contact: | Phone No.: | Fax No.: | E-mail: |
| Subcontract Amount: | Percentage: | Description of Work: | |
| Sub Company Name: | | State of Texas VID#: | |
| Address: | City: | State: | Zip Code: |
| Contact: | Phone No.: | Fax No.: | E-mail: |
| Subcontract Amount: | Percentage: | Description of Work: | |
| Sub Company Name: | | State of Texas VID#: | |
| Address: | City: | State: | Zip Code: |
| Contact: | Phone No.: | Fax No.: | E-mail: |
| Subcontract Amount: | Percentage: | Description of Work: | |

|  |
| --- |
| **SECTION 5 NON-COMPLIANT FOR MEETING SET HUB GOALS CHECKLIST**  If you were unable to meet the set goals for this project, select the box by the response(s) that best fits your situation.  All subs to be utilized are “Non-HUBs.”  HUBs solicited did not respond.  HUBs solicited were not competitive.  HUBs were unavailable for the following trade(s): |

|  |
| --- |
| **SECTION 6 DETERMINATION OF “GOOD FAITH EFFORT” (GFE) CHECKLIST**  The following checklist shall be completed by the Bidder and returned with the response. This list contains the minimum efforts that should be put forth by  the Bidder when attempting to achieve or exceed the HUB goals. The Bidder may go beyond the efforts listed below. If additional information is needed,  the Bidder will be contacted by the HUB Program Staff. Select the box that describes your efforts.  Divide the contract work into the smallest feasible portions to allow for maximum HUB Subcontractor participation, consistent with standard and prudent  industry practices.  Notify HUBs of work that the prime contractor plans to subcontract, allowing sufficient time for effective participation?  The HUB Program encourages that three or more HUBs be notified per scope of work and given no less than five working days to respond.  (The notification should contain adequate information about the project i.e. plans, specifications, and scope of work; Bonding and insurance  requirements of the HUB subcontractor; and a point of contact within the Bidders organization.)  If a bid was requested from a HUB and then rejected, was a written rejection notice detailing the reasons why they were not selected issued?  If yes, provide a copy of the rejection letter.  Provide notices of opportunities to minority or women trade organizations or development centers to assist in identifying potential HUBs by disseminating  the information to their members/participants? If yes, attach correspondence.  Bidder has (0) zero HUB participation. Provide an explanation |

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| **SECTION 8 AFFIRMATION**  As evidenced by my signature below, I certify that all the information provided is correct to the best of my knowledge. I am an authorized representative of the Bidder listed in SECTION 1, and that the information and supporting documentation submitted with HUB Forms are correct and true to the best of my knowledge.  Bidder understands and agrees that, if awarded any portion of the solicitation:   * The Bidder must either utilize Travis County HUB Programs Vendor Tracking System (VTS) to report payments to sub-   contractors on a monthly basis or submit monthly Payment Reports as requested by the HUB Program Coordinator.     * The Bidder must seek pre-approval from the HUB Program Coordinator prior to making any modifications to their HUB Sub-   contracting Plan. The Bidder must complete a HUB Subcontractor/Subconsultant Change Form obtained from the HUB Program  Staff. Return form via fax to 512-854-9185 or email hubstaff@co.travis.tx.us.   * Travis County HUB Program Staff will perform a Good Faith Effort (GFE) Review, documenting the efforts put forth by the Bidder. | | |
| Name and Title: | Date: | |
| E-mail Address: | Signature: | |
| Provide contact information for the individual in your office who will handle invoicing for this project: | | |
| Name and Title: | | E-mail Address: |
| Phone No.: | | Fax No.: |
| Please be reminded that Travis County is not party to your agreement executed with the subcontractors and subconsultants. | | |

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| **SECTION 7 RESOURCES** | | | | |
| **TRADE ASSOCIATIONS** | **PHONE (512)** | **FAX** | **E-mail/website** | |
| Asian Construction Trade | 926-5400 | 926-5410 | www.[acta-austin.com](mailto:acta@cs.com) | |
| Austin Black Contractors | 467-6894 | 467-9808 | www.abcatx.com | |
| Austin Metropolitan United Black Contractors | 784-1891 | 255-1451 | [unism@sbcglobal.net](mailto:unism@sbcglobal.net) | |
| **Natl. Assoc. of Women in Construction** | 476-5534 | 476-8337 |  | |
| **US Hispanic Cont. Assoc. de Austin** | 922-0507 | 374-1421 | www.ushca-austin.com | |
| CERTIFYING AGENCIES TRAVIS COUNTY RECOGNIZES | **CERTIFYING AGENCIES**  **VENDOR DATABASE WEBSITES** | | | |
| State of Texas Centralized Master Bidders List | www.cpa.state.tx.us/business.html | | | CMBL includes certified HUBs. |
| City of Austin Minority Vendor Database | www.austintexas.gov/department/small-and-minority-business | | | Certified Vendors Directory |
| Texas Unified Certification Program | www.dot.state.tx.us/business | | | TUCP DBE Directory |

**QUALIFICATIONS QUESTIONNAIRE**

This questionnaire is to be completed in its entirety. No modifications to the wording will be permitted. Proposals submitted with Qualifications Questionnaires that are incomplete or incorrect, or that have been altered, are subject to rejection.

1. Name of Firm:

1. Address of Headquarters:

1. Address of Local Office If Different:

1. Date of Organization (Month/Year)
2. Names And Dates of Predecessor Organization (s):

1. Type of Organization:

Individual, Partnership, Association, Corporation, or other form

1. Business Telephone and Fax Number (s):

1. List of Principals, Titles, Degrees:

**FIRM EXPERIENCE AND QUALIFICATIONS**

1. **Years of Experience -** Number of years performing requested services:
2. **Variety of firm experience -** Insert the number of projects (in the "Number of Projects" column below) and provide a brief project description.

Table 1: Projects illustrating firm's variety of experience

|  |  |  |
| --- | --- | --- |
| **Number of Projects Type** | **Project Description** | **Dollar Value** |
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1. **Certifications** - Identify any certifications held by the firm or employees of the firm that are required under this RFP. See requirements in PART II - SPECIFIC REQUIREMENTS, Section 2.0 Contractor Qualifications of this RFP. Note any additional certifications Respondent believes will contribute to the success of the Projects contemplated in this RFP.

Table 2: List of certifications held by firm or firm's employees

| **Certificate Title** | **Certificate #** | **Issuing body** | **Date Issued** | **Expiration Date** | **Validation instructions** |
| --- | --- | --- | --- | --- | --- |
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1. **List current number of full-time employees of the firm providing services to Travis County in each category.**

Table 3: List of firm’s full-time employees

|  |  |  |
| --- | --- | --- |
| Category | | Total Number of Employees |
|  | |  |
|  | |  |
|  | |  |
|  | |  |
|  | |  |
| Total |  |

1. **Project References -** Describe at least three projects on which the firm has provided similar services within the last five years. Include a description of the services, location of project, and the name, address, and telephone number of at least one person representing the client who received the services.

Table 4: Project Reference #1

|  |  |  |
| --- | --- | --- |
| **Location:** | | **Date(s) of Work:** |
| **Description of Goods and Services:** | | |
|  | | |
| **Reference Contact Information:** | | |
| Company Name: |  | |
| Contact Full Name: |  | |
| Contact Mailing Address: |  | |
| Contact Email Address: |  | |
| Contract Telephone Number |  | |

Table 4: Project Reference #2

|  |  |  |
| --- | --- | --- |
| **Location:** | | **Date(s) of Work:** |
| **Description of Goods and Services:** | | |
|  | | |
| **Reference Contact Information:** | | |
| Company Name: |  | |
| Contact Full Name: |  | |
| Contact Mailing Address: |  | |
| Contact Email Address: |  | |
| Contract Telephone Number |  | |

Table 4: Project Reference #3

|  |  |  |
| --- | --- | --- |
| **Location:** | | **Date(s) of Work:** |
| **Description of Goods and Services:** | | |
|  | | |
| **Reference Contact Information:** | | |
| Contact Full Name: |  | |
| Contact Mailing Address: |  | |
| Contact Email Address: |  | |
| Contract Telephone Number |  | |

1. Attach a Management Chart showing the Project team members, areas of responsibility, and team organization structure.
2. **Project Staff –** List the name of the person who will be directly responsible for performance of the Project services and indicate the number of years of experience managing projects of similar size. Attach resume(s) describing specific related experience.

Table 5: List of Project Staff

|  |  |  |
| --- | --- | --- |
| Name | Certification(s)/License(s) | Years of Experience |
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PART I, SECTION C - ADDITIONAL INFORMATION

1. 0 **OBJECTIVE:**

The Travis County Purchasing Agent is requesting competitive proposals from qualified vendors that can provide high quality and successful solutions for Inmate Communications and Educational Services.

1. **PRE-AWARD SURVEY:**

After proposal opening and prior to award, County reserves the right to make a pre-award survey of Proposer's facilities and equipment to be used in the performance of this work. Proposer agrees to allow all reasonable requests for inspection of such facilities with two (2) business days advance notice. Failure to allow an inspection shall be cause for rejection of proposal as non-responsive. County reserves the right to reject facilities or equipment as unacceptable for performance as a result of the pre-award survey.

## 3.0 PROPOSAL DISCLOSURE:

Proposals will be opened so as to avoid disclosure of the contents to competing Proposers. Proposals will be kept secret during the process of negotiation. However, all proposals will be open for public inspection after award. If identified by the Proposer, County will make reasonable efforts to protect information that qualifies as trade secrets and/or confidential information under the Texas Public Information Act.

4.0 **SELECTION CRITERIA**/**EVALUATION FACTORS:**

Travis County will consider several evaluation factors, of which price is only one. Proposers may offer/propose solutions which meet the “spirit” of the listed requirements, but should note that only the proposed solution/service that meets or most closely meets all of the specifications will be recommended for award.

The selection process will be based on the responses to this RFP, and any interviews/demonstrations required to verify the ability of Proposer to provide the services/products proposed in response to this document, along with reference checks. Evaluation factors and associated point values are listed in order of importance:

|  |  |  |
| --- | --- | --- |
| 1 | **Quality of Proposer Credentials:**   * Performance History * Years of Experience * References * Demonstrated expertise, certification of personnel proposed, (resumes, certifications of the techs) | 30% |
| 2 | **Completeness of Proposal Relative to Specific Requirements:**   * Technical Capabilities and Services * Inmate Pay Phones * Hosted Video Visitation * Automated Information Services * Services, Installation and Maintenance * Training | 30% |
| 3 | **Financial Impact:**   * Cost to citizens, inmates, friends and families | 15% |
| 4 | **Methodology:**   * Completion Process * Quality Assurance Process * Projects on which the Firm has Provided Similar Services * Variety of Firm Experience * Company stability | 15% |
| 5 | **Customer Support:**   * Parts availability * Maintenance Ability * Warranty Provisions – Period and Coverage * Contract Terms and Conditions | 10% |

5.0 **METHOD OF AWARD:**

5.1 The award of the contract shall be made to the responsible Proposer, whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors set forth herein.

5.2 Prompt payment discounts will not be considered in determining low proposals and making awards.

5.3 In considering the proposals, Travis County reserves the right to select one or more responsible Proposers.

5.4 Travis County reserves the right to award only a portion of the RFP.

###### PART I, SECTION D - NEGOTIATIONS

1.0 **NEGOTIATIONS:**

1.1 The Purchasing Agent shall supervise all negotiations.

1.2 Discussions may be conducted only with responsible Proposers who submit proposals determined to be reasonably susceptible of being selected for award. All Proposers will be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. Revisions to proposals may be permitted after submission and before award for the purpose of obtaining best and final offers.

1.3 Proposers may be required to submit additional data during the process of any negotiations.

* 1. Travis County reserves the right to negotiate the price and any other term with the Proposers.
  2. Any oral negotiations must be confirmed in writing prior to award.

2.0 **DEVIATIONS:**

Requirements stated in this RFP shall become part of the contract resulting from this RFP unless the Proposer requests a deviation. Any requests for deviations from these requirements must be specifically defined by the Proposer in the proposal. If accepted, the deviation shall become part of the contract. Travis County reserves the right to modify the requirements of this RFP.

3.0 **REJECTION OF PROPOSALS:**

3.1 County expressly reserves the right to:

3.1.1 waive any defect, irregularity or informality in any proposal;

3.1.2 reject or cancel any proposal or parts of any proposal;

3.1.3 award contracts to one or more Proposers; or

3.1.4 procure the services in whole or in part by other means.

4.0 **PROTESTS:**

Protests before award must be submitted in writing to the Purchasing Agent not later than six (6) calendar days after proposal opening, and protests after award must be submitted within ten (10) calendar days after award by Commissioners Court. The Purchasing Agent shall rule on the protest in writing within ten (10) calendar days from date of receipt. Any appeal of the Purchasing Agent's decision must be made within ten (10) calendar days after receipt thereof and submitted to the Purchasing Agent, who shall present the matter for final resolution to the Commissioners Court. Appellant shall be notified of the time and place the appeal is to be heard by Commissioners Court and afforded an opportunity to present evidence in support of the appeal.

###### PART I, SECTION E - BACKGROUND

**1.0** **CURRENT ENVIRONMENT:**

The inmate population of Travis County is currently 2,453 and is projected to remain relatively stable over the next several years. There are currently 400 inmate telephones and 196 video units. The total average number of inmate calls per month is 58,651, which can be broken down to 45,161 local inmate calls per month and 13,490 long distance calls per month. The average number of Commissary Card calls is 4,966 per month, while the average number of Video Visitation calls (Remote and On-Site) is 4,595 per month. The average number of Automated Information Service (AIS) calls is 7,120.

**2.0 TRAVIS COUNTY LOCATIONS:**

* 1. Travis County Correctional Complex (TCCC)
  2. Travis County Jail (TCJ)
  3. Travis County Sheriff’s Office (TCSO)
  4. Criminal Justice Center (CJC)
  5. Central Booking Facility (CBF)

1. **PROPOSAL DEFINITIONS:**

3.1 Hosted Video Visitaiton:

3.1.1 Remote Video Visits – Remote visits are paid friends/family visits or free attorney visits that can be connected from a remote location (home, mobile device, office, etc)

* + 1. Onsite Video Visits – Onsite video visits are administered through a video visitation terminal connected from the visitation area to the inmate’s location
    2. Face to Face Visits – Visits onsite where the friends/family and inmate are separated by glass. These occur onsite at the visitation center or TCJ visitation area

**NOTE: PARTS II, III, AND IV, ALONG WITH THE PROPOSER’S PROPOSAL, AND ANY DEVIATION TO WHICH TRAVIS COUNTY HAS AGREED, IN WRITING, WILL BECOME THE CONTRACT.**

**PART II - SPECIFIC REQUIREMENTS**

1. **SCOPE OF WORK:**

Travis County, a local government entity located in central Texas, is seeking competitive proposals from qualified firms that will provide a turn-key solution and contract offering Inmate Communications and Educational Serivces for the County. The proposed solution will provide inmates the means to communicate with family, friends, magistrates, legal counsel, clergy, mental health counsel, etc.

The following requirements are provided to assist Contractors in understanding the objectives of the County and in submitting a thorough response. The below specifications outline the minimum requirements for the proposed Inmate Communications and Educational Services.

1. **TECHNICAL CAPABILITIES AND SERVICES:**

The capabilities and services described below must meet the following minimum requirements for inmate communications:

2.1 Each pay telephone shall display operating instructions in English and Spanish and the default long distance carrier.

2.2 All handsets shall be hearing aid compatible. Where applicable, inmate phones shall meet or exceed current American with Disabilities Act (ADA) requirements, with continued ADA compliance through the term of the contract.

2.3 After commencement of the contract, the Contractor shall notify the County within 30 days, and make available to the County, without charge, any enhancements or any other terms, conditions, or circumstances that favor the County and that are generally made available at no charge to the Contractor's other customers.

2.4 Contractor shall offer County any other enhancements, terms, conditions, or circumstances offered to other customers for a cost.

2.5 To achieve a high quality of service and maintenance for all inmate services, and to obtain high quality long distance service at the lowest cost, the County requires Contractor to follow customer service standards as set by the FCC and/or the Texas Public Utility Commission. The County may terminate the contract if the Contractor fails to meet the established levels of service.

1. WIRING STANDARDS:

Main Distribution Frames (MDF’s), Intermediate Distribution Frames (IDF’s), Switch Site Installation and Wiring standards for Voice and Data (See Attachment B).

1. **REQUIREMENTS FOR INMATE PAY PHONES:**

**Inmate Pay Phones Shall Have the Following Minimum Requirements:**

* 1. Collect only and restricted to receive no incoming calls, phone numbers shall not be published.
  2. Not allow any of the following:
     1. Hook switch Dialing, Forwarded Calls, Three-way Calls, \*69 Capabilities or calls to pager numbers.
     2. Capability for Inmates to extend the length of any call past twenty (20) minutes.
  3. Allow collect calls to cell phones. If collect calls cannot be allowed by system, the automatic block of calls to the cell phone shall clear within 15 minutes. Free phones installed in the Central Booking Facility shall be able to call cell phones at all times.
  4. Configured to automatically disconnect when any tampering with codes occurs.
  5. Ruggedized tamper-proof and vandal resistant housing and vandal resistant handsets and handset cords.
  6. Call blocking/screening capability is required to insure that inmate calls cannot be completed to selected telephone numbers. Blocking service shall also include an audible message with the option to hear the message in either English or Spanish. The message shall identify the incoming call to the recipient as originating from the Travis County Jail and offering at least the following options:
     1. Receive the incoming call.
     2. Reject the incoming call.
     3. Permanently block any future calls from the inmate phone system.
     4. Obtain the cost of this incoming collect inmate call before accepting.
  7. Recognize the difference between an answering machine and an answered call.
  8. Ability (for attorneys) to set up their user account via web-based solution, to include approval of the attorney information by Travis County. No manual entry shall be required by Travis County and a description of this process shall be provided. Travis County would prefer that the system utilize one web interface for attorneys to set up both video visitation and phone visits. Entries must include:
     1. Name.
     2. Bar Number.
     3. Two phone numbers (one free, one private but not free) with the option of a third (must all be displayed on Bar profile).
     4. Email.
     5. Driver’s License, or passport or Texas ID.
     6. An authorization for release of the email address.
     7. Acknowledgment must include the following:

4.8.7.1 That they are seeking registration on the “private do not record” list only in connection with professional representation of criminal defendants.

4.8.7.2 That they will update their profile to reflect changes in their status, such as reassignment of their phone number or change in their bar status.

* + - 1. Certifying that the information provided in the application is true and accurate.
      2. Understanding that the email address contained in their application may be subject to being released in response to a request under the Public Information Act.

4.8.7.5 That the criminal defense attorney will be responsible for updating information in a timely fashion.

* 1. Caller ID service for calls from the inmate phone system shall contain “Travis Co Jail" identifier.
  2. Different levels of functionality to facility staff users based on their type:

4.10.1 Administrator: create/manage/edit – users, schedules, phone rules, block phone numbers (outside), download recorded sessions, interrupt/cancel phone calls in session, reporting and investigative functions.

* + 1. Reviewer – listen to phone calls, view reports, set up alerts/notifications.

4.11 Ability to restrict inmates to use a specific phone based on their housing assignment and verbally notify them of remaining time (Example: You have one minute left on your call).

4.12 Current production models of proven reliability, compliant with the most current Federal Communication Commission (FCC) rules, and shall conform to the manufacturer's published specifications. Equipment shall comply with most current version of Part 68 of the FCC Rules, and any other applicable FCC rules and regulations.

4.13 Comply with the most current Texas Public Utility Commission rules section 23.54.

4.14 The charge to the inmate called number or public called number shall be competitive and attempt to ease the cost on citizens who are recipients of the calls from the Travis County inmates and will comply with both FCC and PUC regulations.

4.15 County must have the Capability to enable/disable any phone at the facility from any secured internet capability computer based on phone ID or site location (TCCC, TCJ and CBF) with the option to enable/disable by building.

**Contractor Shall Provide:**

4.16 Mobile Inmate phone equipment for hearing impaired inmates who require TTY/TDD equipment. The ratio of equipment to inmates shall be ADA compliant.

4.17 An identification system for each caller, for example caller photographing or finger printing techniques.

4.18 A web based interface into the Contractor’s phone call tracking system. This phone call tracking system shall record all inmate initiated calls. Conversations may be monitored in real-time, or may be archived and replayed at a later date. This phone call tracking system shall allow immediate retrieval of recorded information for a period of at least six (6) months and shall be readily available for up to at least 5 years.

4.19 Investigative capabilities for authorized agencies such as the District Attorney’s Office and the Austin Police Department. Provide a list/description of offered investigative tools including function & reporting.

* + 1. Reports for administrator review must include:

4.19.1.1 List of all User Accounts.

4.19.1.2 List of all Web Roles and Assignments.

4.19.1.3 List of free/attorney phone calls.

4.19.1.4 List of “no call #’s” as blocked by administrators.

4.19.1.5 Audit report to determine users who have accessed all calls, including free attorney calls.

4.20 Calling card/debit card service to the inmates through TCSO.

4.21 Information on any existing integrations that exist with commissary contractors.

* 1. A system, which allows inmates to call their attorneys free of charge without recording conversations. Calls shall be flagged for easy identification in the software viewable by administrators.

4.23 All supplies, equipment, software and services to install and maintain the system.

* 1. A web-based recording storage, easily accessible via a web-based user interface to support investigative efforts.

4.25 Voice biometrics and/or recognition.

4.26 Inmate voicemail.

4.27 Instant payment functionality for phone calls.

4.28 Form of text functionality to inmate.

* 1. Ability to delay receipt of voicemails and texts to allow for a lapse in time before receipt.

4.30 Continual upgrades to new features and functionality with 3 to 4 seamless releases a year.

**Contractor Shall:**

* 1. Install appropriate number, consistent with Travis County’s direction, of “Free Phones,” at Central Booking, which can call local land lines or cell phones. “Free Phones” shall also be added to the public areas for released inmates to utilize to include both TCCC Visitation Lobby and TCJ Reception Lobby. The Lobby phones shall have the ability to call only local phone numbers and be restricted to 3 minutes.

4.32 Fund a part-time position of Contract Compliance Specialist to verify and confirm contact compliance. This is a unique contract and will require attention to these compliance requirements. This position will also expedite technical and contractual issues for timely resolution. The salary shall be paid to Travis County annually, due the first day of each contract year.

* 1. Participate in a weekly conference call with Travis County and TCSO to discuss project progress and contractual issues.
  2. Attend quarterly meeting to present new software and products available to Travis County for evaluation.
  3. Install their central, on premise equipment in the areas designated by Travis County Information Technology Services Department. For the correctional complex, this is the administrative facility located at the front of the correctional complex. For CJC and the TCJ, it is the main MDF on the basement level of the CJC. Any additional cabling, electrical, etc. required to support the inmate telephone back to a main, intermediate, or horizontal cross-connect point is the responsibility of the Contractor. Contractor shall install any new cabling in accordance with current Travis County wiring standards, as well as the TIA/EIA 568/569 standards.
  4. Guarantee all equipment and its services for the duration of the contract at no additional cost to County for maintenance, repair or replacement.

**Travis County Shall Not be Liable for the Following:**

1. Fraudulent toll calls originating from the inmate phone system.
2. Damage done to inmate pay phones or other Contractor provided equipment.

**Contractor Response Time Requirements:**

* 1. Guarantee that critical repair parts are obtainable and on the affected site within two hours after the repair person is aware that the part is needed. Contractor shall guarantee that non-Critical repair parts are obtainable and on the affected site within twenty-four hours after the repair person is aware that the part is needed.
  2. An outage is any circuit that does not permit normal usage. An impairment is any condition, other than an outage, in which service is downgraded. An outage or impairment of 25 percent or greater for any service between Travis County and Contractor's point of presence is a major problem. Any outage or impairment below 25 percent for any service between Travis County and Contractor's point of presence is a minor problem. For a major problem, Contractor shall resolve the outage or impairment within 4 hours after it is reported. For a minor problem, Travis County requires the outage or impairment to be resolved within 48 hours after it is reported. If Contractor is not able to resolve an outage or impairment due to lack of timely response from a public utility, Contractor must resolve the outage or impairment within 4 hours after restoration of service by the public utility.

1. **HOSTED VIDEO VISITATION SOFTWARE REQUIREMENTS:**

**The Contractor Shall:**

* 1. Propose software that has been provided consistently over the past thirty-six (36) months. Software must be updated on a regularly-scheduled plan at a minimum of three times per year.

**The System Software Shall:**

1. include visitation scheduling, user management and policy management software for both face-to-face, remote video and onsite video visits, must be web-based and allow for TCSO to administer visitation sessions and visitation operations based on TCSO policies.
2. Assign a unique identification number to each inmate and user.
3. Assign unique visitation identification numbers for every visit for reporting and tracking purposes.
4. Connect visitation sessions automatically, without any intervention from TCSO.
5. Support multiple facilities in multiple locations with multiple housing units and visitation locations.
6. Display all pending face-to-face, onsite video visits and remote video visits to TCSO staff and to those incarcerated.
7. Provide inmate interface that have a multi-lingual interface (English and Spanish at a minimum)
8. Provide web-based visitation scheduling for authorized users (Agency staff, attorneys, the public) utilizing any standard web browser.
9. Automatically detect if remote visitor’s computer or mobile device system meets minimum requirements for system connectivity.
10. Allow end users including friends/family and visitation staff to easily and simply schedule visitation sessions for all three defined types. Explain the software’s scheduling procedure, provide screen shots.
11. Require visitors to provide both a photo of themselves and photo of identification (e.g. driver’s license) during registration for Agency staff approval prior to a visitation session for user creation.
12. Allow end users (friends/family) to easily change their personal information (i.e., password, address, phone number, etc.).
13. Send an email (or text) to a visitor when any type of visit is scheduled, modified, or cancelled.
14. Allow visitors to pay for the video visitation session using either a credit card or debit card.
15. Only display timeslots that meet TCSO policies.
16. Conduct conflict checking and only display times which are available when visits are being scheduled for onsite video, remote video and face-to-face visits.
17. Be configurable to allow a certain number of “free” visits for inmates (currently two) to include face-to-face visits or remote onsite visits only. This does not include attorney or paid remote visits.
18. Offer customizable set durations (e.g. 20, 30, 40 minutes) for each visit.
19. Provide different levels of functionality to facility staff users based on user type. For example:

5.20.1 Administrators: create/manage/edit – users, schedules, print reports, visitation rules, download recorded sessions, etc.

5.20.2 Users: create/manage scheduled video visits, live monitoring sessions, approve/deny visitors.

5.20.3 Read-only user: can only view scheduled visits.

1. Provide specific information for tracking inmate and visitor activities and patterns by, at a minimum, the following criteria:

5.21.1 Inmate ID number.

5.21.2 Session ID.

5.21.3 Appointment ID.

5.21.4 Inmate first/last name.

5.21.5 Visitor name.

5.21.6 Date and time of visit.

5.21.7 Inmate video visitation station; and location/housing unit.

5.21.8 Daily, weekly and monthly visit statistics.

1. Allow for an interface with or data retrieval from TCSO Jail/Offender/Inmate Management System via web service. Contractor shall provide a sample format.

5.22.1 The system must use the same inmate identification number as created by the Jail Management System to identify the inmate on the video visitation system.

5.22.2 Other information must include; booking number, inmate name, housing facility, housing floor, housing cell, gender.

5.22.3 The system must automatically cancel a visit if the inmate’s visitation eligibility status has changed, the inmate is moved to a location which doesn’t allow or doesn’t have visitation available or the inmate has been released.

5.22.4 Components of the data transfer must include; Jail ID, Name, location, flags (hazardous etc), gender, inmate status.

* 1. Provide for an Exclusion List which allows the TCSO to set visitor exclusions (i.e., Visitor A is allowed to visit with anyone in the jail EXCLUDING one or more selected inmates) because they are known gang affiliates, contraband smugglers, etc.

1. Provide Cancellation/Interruption Broadcast capabilities. The TCSO staff shall be able to interrupt ongoing visits and send email and document why the session was cancelled notification that the session was cancelled due to facility visitation policy violations or inmate movement and can later be rescheduled.
2. Provide audit trail/logs of all activity (i.e., user login times and locations, which users have scheduled/modified/cancelled a visit, etc.).
3. Provide authorized administrative users the ability to do searches and create reports.
4. Provide a way to display and filter scheduled visits for both face-to-face, remote visits & onsite video visits to staff so they know where and when an inmate needs to be available for pending video visits.
5. Allow for visitation recording:

5.28.1 Visits will be recorded by user type.

5.28.2 Recorded visits will be searchable and viewable.

5.28.3 Recorded visits will be stored for 90 days.

5.28.4 TCSO must be able to lock certain recordings such that they will not be purged as part of the standard retention duration.

5.28.5 Recorded visits must be able to be downloaded into a standard video format (e.g. MP4).

5.28.6 Recorded visits must be backed up daily to at least two off-site, environmentally controlled data centers that meet Telecommunications Industry Association’s 942 for Tier IV requirements.

5.29 Allow authorized TCSO personnel to quickly and easily schedule any session type including face-to-face visits, remote video visits and onsite video visits. Explain the scheduling process, provide screen shots.

5.30 Provide Visitation Rules that allow for configurable rules to be established in order to encourage usage and minimize the number of people in the lobby. These rules shall include at least the following:

5.30.1 Inmate is allowed X quantity of on-site visits.

5.30.2 Inmate is allowed X quantity of remote visits.

5.30.3 Inmate location A is allowed X quantity of on-site visits.

5.30.4 Inmate location A is allowed X quantity of remote visits.

5.30.5 Visitor type A is allowed X quantity of on-site visits.

5.30.6 Visitor type A is allowed X quantity of remote visits.

5.31 Allow the Visitation Rules Engine to be configurable for both detailed and promotional rules that will automate subscriber promotions such as discounted/free visits (i.e., buy one visit, get next visit free; first visit free, X% off next visit, etc.)

5.32 Allow all visitation scheduling data and videos to remain the property of Travis County regardless of contract continuation or termination and provided in a non-proprietary format.

1. **HOSTED VIDEO VISITATION HARDWARE REQUIREMENTS:**
2. The position of the hook switch must not enable/disable a live visitation session.

**Contractor Must Provide at a Minimum:**

1. 196 video visitation units, including at least two self-scheduling terminals in the lobby area. This includes all inmate areas at TCCC and TCJ, as well as, visitation areas.

**The Terminal Shall:**

1. Include a detention-grade hardened and wall mounted steel enclosure.
2. Prevent spills from entering the enclosure.
3. Access the web-based application and be enabled for touch screen inputs.
4. Not have any openings exposed to the user, including all wiring and ventilation holes.
5. Not have any external hinges.
6. Have a shatterproof touchscreen LCD display.
7. Have a built-in camera.
8. Have a detention-grade audio handset.
9. Have the option for one or two handsets or a hands free device.
10. Be powered by 110VAC or Power-Over-Ethernet.
11. Utilize standards-based videoconferencing CODEC (Encoder/Decoder) based on the H.264 video conferencing compressions.
12. Have heat syncs and heat vents located in the back of the terminal in order to allow for proper cooling.
13. Have an on/off switch not accessible to the inmates.
14. Be secured to the wall using a mounting bracket with a minimum of four (4) screws/bolts. The terminal must then secure to the mounting bracket using no more or less than two (2) security screws.
15. **HOSTED VIDEO VISITATION TECHNICAL REQUIREMENTS:**

**The Terminal Shall:**

7.1 Be a complete TCP/IP-based system. All video and audio streams between the terminals, visitors, and management equipment (servers) shall be transmitted over TCP/IP Ethernet. Systems that utilize analog audio/video matrix switching systems are not acceptable.

7.2 Consist of inmate terminals connected over a 100 Mbps dedicated Ethernet network so that any terminal can be connected to any other terminal.

7.3 Access the video visitation solution via local area network (LAN) or via a broadband internet connection (DSL, cable, etc.) using a computer or laptop that is web camera and enable headset.

7.4 Utilize the following:

7.4.1 High quality video using low bandwidth.

7.4.2 Video Standards: H.264.

7.4.3 Video Transmission Speeds: 64 Kbps – 2 Mbps.

7.4.4 Wide range of video resolutions and bit rates: CIF (352 x 288 pixels), SIF (352 x 240 pixels), QCIF (176 x 144 pixels).

7.5 Be designed for:

7.5.1 Up to 30 frames per second of high quality video at 384+ Kbps.

7.5.2 Up to 15 frames per second of high quality video at 64 – 320 Kbps.

7.5.3 Constant or variable bit rate and frame rate.

7.6 Provide encryption for all visits.

7.7 Operate on a separate network from the Travis County Secure Network.

1. **HOSTED VIDEO VISITATION CONTRACTOR REQUIREMENTS:**
2. Contractor’s video visitation terminals must have been successfully installed and functional in at least 50 client facilities, with at least 5 installations being larger than 75 VVS stations and at least 2 installations being larger than 200 VVS stations.

8.2 Video Visitation System must be successfully installed and functional with correctional agencies having multiple facilities and multiple visitor centers requiring different hours and policies for each facility and visitor center.

1. **HOSTED VIDEO VISITATION OPTIONAL REQUIREMENTS:**
2. Conduct sessions in Android, Windows and/or Apple formats for smartphones and tablets.
3. Provide a visual warning message to inform the visitor that the session will be ending in “XX” minutes or provide a visual countdown timer.
4. Provide for a phone call application through the video visitation terminal.
5. Provide for commissary ordering via touch screen inputs.
6. Provide for sick call reporting via touch screen inputs.
7. Alert/Notification reporting of scheduled visit based on a particular user type (Inmate or Visitor).
8. **HOSTED VIDEO VISITATION FUNCTIONAL REQUIREMENTS:**

The contractor must provide terminal functionality that allows for multiple capabilities. These capabilities shall be available for use at predetermined scheduled times outlined by TCSOand must be customizable to the exact feature. **These functionalities shall perform as follows:**

10.1 Contain a drop down menu from home screen for inmates to access multiple languages.

10.2 Allow access to Commissary Ordering for the inmates.

10.3 Ability for applications to be configured to be enabled or disabled for periods of time by housing unit or facility (for example the Commissary Application may only be available Tuesdays and Thursdays from 9 to 5 when inmates can order commissary).

10.4 Consist of methods to avoid inmate monopolization of terminals:

10.4.1 The terminal must have a method for conflict resolution which will give both verbal and visual warnings as to pending, approved and scheduled events. Some form of warning shall notify an inmate PRIOR to placement of a call as to the time allowed to place a call shall it be less than the standard duration allowable. Conflict resolution must be configured such that certain scheduled communication events (i.e. video visitation sessions) take priority over unscheduled communication events (i.e. telephone calls).

10.4.2 The terimal must allow for the ability to multitask whereas the inmate can perform multiple functions at the same time. (i.e. An inmate could be on the phone with their loved one while reading the inmate handbook and relaying details of the facility rules to the caller, or placing a commissary order, or submitting a grievance).

10.5 Forbid inmates in any given location the ability to communicate to another inmate via video visitation applications.

**Optional Functionalities:**

10.6 Place inmate telephone calls.

10.7 Access to a Law Library.

10.8 Provide employment information that will allow an inmate to search for jobs upon release.

10.9 Upload PDF documents such as an inmate handbook or any other documentation deemed necessary by TCSO.

10.10 Submit a “sick call” request.

10.11 Upload Video (MP4) files deemed necessary by TCSO.

10.12 Enter a customized digital banner that will allow TCSOfacility staff to broadcast concise messages to facility population. This banner shall be customizable to exact areas of the facility, such as a particular housing area. The digital banner shall rotate between multiple messages and have configuration for the duration it is shown.

10.13 Allow Inmate Forms & Grievance submission capability that will:

10.13.1 Place known grievance requests.

10.13.2 Allow authorized facility staff to review and respond to grievances through the 10.13.3 Inmate Telephone Platform User Interface.

10.13.3 Allow for assignment to other facility staff.

10.13.4 Track the response time for grievance resolution that can be customized so County Name specifications can be viewed and Staff can view any excessive time periods for grievance resolution.

10.13.5 Allow inmates to track and review active and closed grievances through the terminal.

10.13.6 Provide a method for an inmate to appeal a grievance.

10.13.7 Ability to keep all forms for the life of the contract – even if an inmate is released.

1. **INMATE TABLET GENERAL REQUIREMENTS (OPTIONAL):**
2. All data collected by the contractor per inmate/account is the property of Travis County and shall be maintained by the contractor for the entire length of the contract plus any extensions. Upon contract expiration, contractor must provide all such data to Travis County in a standard, delimited text/data file format that can be integrated/searched/sorted by commercially available software such as Microsoft Excel, Access, or SQL-based software at Travis County’s option.
3. Contractor will be the prime provider of the tablet solution and service providing a single point of contact/account manager for all program issues.

**Vendor Shall Describe:**

1. Stocking and distribution capabilities with regard to inmate tablets and specifically note the maximum lead time for delivery of a tablet to the inmate from the time the order is received by the Contractor. The contractor will certify that sufficient stock quantities of tablets will be maintained so as to eliminate any “back-order” delays in delivery to inmates.
2. Any expectation as to Travis County’s role/responsibility with regard to distribution, delivery and recovery of tablets, if any.

**The Contractor Shall Provide:**

1. A turn-key inmate tablet solution at no cost to the Travis County.
2. All costs associated with the shipment, distribution and reclamation of tablets or other equipment shall be borne by the Contractor.
3. A comprehensive program outline to include pricing model, rates, payment options/sources, revenue sharing opportunities, role/responsibility of Travis County with regard to tablets or other equipment damaged by inmates either intentionally or accidentally, etc. Tablet rental/use rates charged to inmates shall be listed both with and without any revenue sharing options available to the Travis County.
4. A minimum of one tablet per twenty-four (24) inmates for use by indigent inmates desiring to access non-entertainment content.
5. Twenty (20) inmate tablets for use by inmates participating in counseling and education programs in TCSO’s designated classroom(s).
6. Tablets to inmates that are either new or in like-new condition if refurbished.
7. A written replacement policy for inmate tablets.
8. Any cabling, conduit, pathways, or raceways installed by the contractor as part of the inmate tablet system becomes the property of Travis County at the end of the contract. Any removal of equipment that creates an exposed wiring, conduit, mounting box or other condition accessible by inmates shall be terminated and sealed with tamper resistant corrections grade hardware as approved by Travis County.
9. Three (3) references, verifiable by Travis County, where the contractor’s system has been in operation for at least six (6) months.
10. 24x7x365 technical support for facility staff. Such support shall be available by phone and email.
11. An onsite technician within twenty-four (24) hours in the event remote resolution of the problem is not possible.
12. A preliminary project implementation plan and timeline estimate, with a final plan due upon contract.
13. A plan for technical assistance, training materials and training for designated admin and line level users of Travis County along with technical support contact information.
14. **INMATE TABLET SOFTWARE REQUIREMENTS (OPTIONAL):**
15. Routine and regular software updates must be accomplished via wireless connection with no action required by facility staff. Contractor shall ensure security standards are maintained with each update.
16. Contractor tablets and software shall be capable of integrating with Owner’s Jail Management System, Inmate Trust Fund, or other systems as applicable.
17. Once enrolled in the program, an inmate’s access to the system will “follow” the inmate in the event of a housing change with no action required by facility staff.
18. Contractor’s solution will be compatible with Internet Explorer, Chrome, Safari, and Firefox web browsers for facility staff access.
19. PIN/password or biometric login shall be required for inmate access to tablet functions.
20. Software applications available to inmates will include, but not be limited to:
21. Electronic Grievance system—workflow configurable by facility staff (no cost to inmate).
22. Electronic sick call/med line sign up –workflow configurable by facility staff (no cost to inmate).
23. Electronic Request/Complaint system workflow configurable by facility staff (no cost to inmate).
24. Inmate Legal Research system covering Texas and Federal (District, 5th Circuit, and Supreme Court) criminal and civil case law and procedure (no cost to inmate).
25. Jail “bulletin board” documents to include inmate handbook, notices, etc. as provided by the facility admin (no cost to inmate).
26. Jail orientation and PREA compliance videos as provided by the facility admin (no cost to inmate).
27. Commissary ordering application as applicable (no cost to inmate).
28. Educational content and/or web access to facility approved web sites. (no cost to inmate).
29. Job Search and vocational assistance. (no cost to inmate).
30. Entertainment content that meets facility policy excluding pornographic, violent, or other content that may be detrimental to the good order and discipline of the facility as determined by the Owner may be on pay basis with the inmate user responsible for payment, and Vendor will allow the Owner to block specific content either temporarily or permanently.
31. Optional Softare Application available to inmates includes:
32. Virtual phone call capability (voice only) – call recording and data must integrate with the facility’s inmate phone software.

**Contractor Shall:**

1. Provide a separate internet connection for the Inmate Tablet solution.
2. Provide a firewall or proxy server that can limit the Internet access for each inmate.
3. Produce a secure network for the inmate tablets that will have no direct connection to the internet. Firewall and/or proxy server configurations will not allow inmates to communicate with one another or with any other person not specifically approved by the facility Admin. Any URL/web site access provided to inmate users via proxy server shall be approved by the facility admin.
4. Supply and maintain a list of wireless MAC addresses to the County IT staff so that the tablets can be blocked from connecting to the Corporate network.
5. Ensure that inmate users are completely blocked from accessing the tablet settings or operating systems to eliminate the possibility of a breach in security. In the event of system failure, contractor will ensure there will be no escalation of access privileges for inmate users.
6. Furnish the results of a third party penetration test of the tablet and software/operating system to be provided under the contract.
7. Develop an intuitive, web-based interface for facility staff use. Functionality shall include, but not be limited to: routine usage reports by account, tablet, group, location/area, and application. Remote “live” monitoring and control of individual tablets. Capability to suspend inmate access privileges individually and by area, and the ability to preset access hours individually and by area. All software analytical or investigative tools that may be available from the contractor for use in administrative or criminal investigations by facility staff.
8. **INMATE TABLET HARDWARE REQUIREMENTS (OPTIONAL):**
9. Tablet charging equipment shall be designed so as to require minimal supervision or action by facility staff, and allow inmate self-service if permitted by facility policy.
10. Tablet charging equipment shall plug in to a standard 110/120v outlet.
11. The contractor provided separate secure wireless network needs to adhere to Travis County’s wireless standards and use the Wi-Fi frequencies and channels assigned by Travis County, since the County manages the airspace.

**Contractor Shall:**

1. Create a secure wireless network completely and physically separate from Travis County’s wired and wireless networks. Any components exposed or accessible by inmates shall be installed using corrections grade tamper resistant fasteners and components as approved by Travis County.
2. Provide inmate tablets designed or ruggedized for correctional use that are tamper resistant.
3. Furhish tablets that are rechargeable, and shall provide tablet charging equipment in every inmate housing unit/control station where tablets are in use. There shall be a sufficient number of ports/charging stations to accommodate the average number of users in a given location.
4. Provide any stands, supports or other equipment related to the charging stations and approved by Travis County prior to installation.
5. Religious content and/or web access to facility approved web sites at no cost to inmate.
6. **AUTOMATED INFORMATION SERVICES (AIS) CONFIGURATION REQUIREMENTS:**

**The AIS System Must:**

1. Allow callers to access inmate, jail information and warrants utilizing the same phone number.
2. Provide visitation times to the public.
3. Allow callers to be transferred to a live representative.
4. Provide the capacity to recognize voice input for menu selection and data search by public or inmate callers.
5. Allow authorized county staff the ability to make unlimited script changes and recordings.
6. Provide the public with phone account information and the ability to fund/open an account to pay for telephone calls from inmates.
7. Provide integration with the current County Jail Management System (JMS) through a flat file or web service. Contractor must provide a sample and detailed information regarding the transfer requirements.
8. Allow for inmates to access general information.
9. Allow the public to access inmate court date information.
10. Provide the capacity to recognize inmate name through the spoken name rather than spelling the name to increase user acceptance.

14.11 Provide the below Inmate Information:

14.11.1 Inmate search.

14.11.2 Inmate charges.

14.11.3 Bond details.

14.11.4 Court case and court sentence.

14.11.5 Projected release date.

14.11.6 Visitation information for Inmate:

14.11.6.1 Inmate location.

14.11.6.2 Inmate booking number.

14.11.7 Warrant information:

14.11.7.1 Warrnat Search:

14.11.7.1.1 Search by name & date of birth.

14.11.7.1.2 Search by court case number.

14.11.7.2 Charge.

14.11.7.3 Court.

14.11.7.4 Bail amount.

14.11.7.5 Bailt type.

14.11.7.6 Warrant issue date.

14.12 Provide general facility information that must include (but not limited to):

14.12.1 Location & direction.

14.12.2 Visitation schedule & policies.

14.12.3 Sending mail policies.

14.12.4 Sending money policies.

14.12.5 Property policies include rules for retrieval.

14.12.6 Medication & prescription policies.

14.12.7 Inmate phone system info.

14.12.8 Commonly requested phone numbers.

**The Contractor Must Meet or Exceed the Following Requirements (the current process utilized by TCSO):**

14.13 Interactive Voice Response (IVR) Selections for the Travis County Contact Center:

14.13.1 All calls hit the Travis County Contact Center.

14.13.2 Callers select IVR 1 (Jail) or IVR 2 (Warrant) and are routed to the Travis County Auto Attendant, Calls then are forwarded to the respective local Direct Inward Dialing (DID) or toll free provided by current provider.

14.13.3 Callers direct dial extensions from the Travis County Contact Center.

14.13.4 AIS transfers exception callers to Travis County Contact Center, County provides DID.

14.14 Data integration shall include:

14.14.1 IVR #1- Inmate case flat files are transferred from the County network to current provider every 15 min.

14.14.2 IVR #2- Warrant flat files are transferred from County network to current provider weekly or as required by Travis County.

1. **SERVICE, INSTALLATION AND MAINTENANCE:**
   1. Travis County shall not have any disruption in telephone or other services derived from them during installation.
2. Travis County Reserves the right to:
3. Approve all equipment prior to installation.
4. Check each installation made by the Contractor to ensure the work conforms to Travis County's standards for wiring and placement of the equipment. Contractor shall alter any installations that do not conform to Travis County standards.
5. Approve each new service. Contractor may install equipment or services at a new location only after receiving approval from Travis County.
6. Contractor shall provide installation and maintenance.
7. All maintenance at Travis County must be performed by removing the unit from the wall.
8. After installation, any wiring installed will become the property of Travis County.

**The Contractor Shall:**

1. Detail how the installation of new equipment will be coordinated with the removal of existing equipment, if required.
2. Describe the maintenance and quality assurance programs for all proposed equipment and services to be installed.
3. Detail the method of determining service interruptions and service call priorities and itemize response time for each priority and the level of expertise devoted to each priority.
4. Demonstrate any proposed equipment. Please identify any special requirements and describe how you would propose such demonstrations.
5. Specify the number of support/maintenance technicians located in Travis County who are capable of installation and maintenance of each type of equipment or service proposed.
6. Provide the address of the nearest parts warehouse capable of providing parts and components for the repair of the equipment proposed and explain procedures for provision of parts.
7. Assist with the cost impact on the friends and family of inmates housed in a Travis County facility through the fees charged by the partner.
8. Work with Travis County to determine the exact times when Hosted Video Visitation equipment can be replaced to reduce “down time”.
9. Describe, in its response, how it performs standard system testing to ensure that the proposed Hosted Video Visitation Solution and its network services are fully implemented and ready to accept visitation traffic and TCSO use. This description must include the Contractor and industry

standard methodologies, procedures and protocols consistent with the Hosted Video Visitation Solution proposed for Travis County. The Contractor must describe what is required of TCSO personnel during this system testing. All hardware, software, software licensing, etc. required to perform this testing must be provided to Travis County at no cost.

1. Conduct system testing which simulates normal operating conditions of the installed Hosted Video Visitation Solution to ensure proper performance after hardware and software configuration is complete. This simulation must include full traffic load representing high traffic situations for visitation traffic.
2. Agree, in its response, to the Travis County’s right to require the replacement of any network service or system component whose failure to meet required performance levels during testing has risen to chronic problem level.
3. Provide a system at all required Travis County facilities that are fully functional in regards to all labor, materials, programming, system hardware and software.
4. Warrant that the system installed for the Travis County facilities shall be free of defects, irregularities, unprofessional installation, code violations and shall operate as designed and proposed. If the system does not operate as designed and proposed or violate any local, state or federal code, the Contractor shall immediately correct the defect or irregularity or bring the system within code and performance specifications at no cost to the Travis County.
5. Provide all post installation system programming and maintenance services at no cost to to Travis County.
6. Agree, in its response, that maintenance service is available on its hosted video visitation solution, inmate phone system & IVR seven days per week, twenty-four (24) hours a day, 365 days per year. Contractor must provide procedures for handling trouble reports.
7. Deliver constant support for video visitation system, inmate phone system, IVR and any other services provided that includes a 24/7/365 US-based call center fully owned and operated by the contractor.
8. Furnish a solution that provides remote diagnostics and maintenance.
9. Replace the system in its entirety or its individual components regardless of cause including, but not limited to, normal wear/use, inmate abuse, natural disaster, or inmate unrest. This system or component replacement will be performed at no cost to the Travis County and will occur immediately upon notification to the Contractor of the system problem by the Travis County facility.
10. Replace the visitation terminals in their entirety regardless of cause including, but not limited to, normal wear/use, inmate abuse, natural disaster, or inmate unrest. The Contractor must replace visitation terminalss requiring repair and not repair components of the visitation terminalss on site at the TCSO.

**Hosted Video Visitation Maintenance Services and Service Level Response Times:**

1. If any critical component of the Hosted Video Visitation Solution provided by the contractor fails, the Contractor shall acknowledge the Hosted Video Visitation Solution maintenance/repair calls from TCSO in the manner outlined below.
2. Routine Service shall be defined as a Hosted Video Visitation Solution failure or problem other than a “Major Emergency” item as listed above or defined by the Travis County.
3. For a “Routine Service” the Contractor must acknowledge the service problem within four (4) hours of the initial trouble report by the TCSO facility through the use of remote testing or access. If the Hosted Video Visitation Solution is not accessible for remote access, the Contractor must have a CJIS Authorized, qualified technician, suitably equipped for the installed system, on site at the TCSO facility within twelve (12) business hours from the time of initial trouble report. Business hours are defined as 8:00 a.m. to 6:00 p.m., Monday through Friday.
4. “Major Emergency” shall be defined as an occurrence of any one of the following conditions. Other additional specific criteria for a “Major Emergency” may be determined prior to system installation.
   * 1. A failure of the Hosted Video Visitation Solution processor, its common equipment or power supplies which render the system incapable of performing its normal functions.
     2. A failure of the recording function or any of its components that affects the full recording operation.
     3. A failure of 50% or more of the visitation terminals at any one area within a TCSO facility.
     4. A failure of any of the Hosted Video Visitation Solution functions that result in the ability of inmates to place visitation sessions without the use of assigned PINs.
     5. A failure of the system “kill switches” or similar disabling function proposed by the Contractor.
5. For a “Major Emergency” the contractor must acknowledge the service problem within 30 minutes of initial trouble report by the TCSO facility through the use of remote testing or access. If the Hosted Video Visitation Solution is not accessible for remote access, the contractor must have a Criminal Justice Information System (CJIS) Authorized, qualified technician, suitably equipped for the installed Hosted Video Visitation Solution, on site at the TCSO location within two (2) hours from the time of initial trouble report. The selected Contractor will require unescorted access to equipment rooms that transmit CJIS (state and national) data. All personnel who will have unescorted access to these areas must have a fingerprint background check on file with and approved by the Texas Department of Public Safety and adhere to the guidelines in the attached CJIS Security Awareness Training Document **(Attachment C)**. The TCIC Access Policy Chart **(Attachment D)** outlines the conditions that will disqualify employees from unescorted access
6. The Contractor must ensure and state, in its response, that all maintenance calls from Travis County shall be answered by a “live” operator/service representative at all times.
7. It is required that all maintenance calls from Travis County be answered by a “live” service representative who is located within the continental United States at all times.
8. Contractor shall provide 24/7 help desk access for friends and family setting up log in accounts and provide assistance without interaction from Travis County with the friends and family (or “client”).

**16.0 TRAINING REQUIREMENTS:**

**The Contractor Shall:**

1. Provide a complete training schedule & agenda based on the following requirements:
2. End-user training to Travis County at no cost.
3. End-user training on site at the various TCSO facilities.
4. Training for various levels of Travis County personnel including full-time system administrators, part-time system administrators, special investigators and data entry specialists, etc.
5. Full training for all assigned system users on how to do the following:

16.1.4.1 create, delete and modify inmate programming and profiles.

16.1.4.2 generate appropriate system reports.

16.1.4.3 maintain inmate alert levels and respond accordingly when these levels are exceeded.

16.1.4.4 provided video visitation recording function including the live monitoring of visitation sessions, playback of visitation sessions and the transfer of visitation sessions to other media for playback at off-site locations.

16.1.4.5 change inmate restriction levels (by terminal, suspend PIN, etc.).

16.1.4.6 initiate system restrictions.

1. Ongoing system training for existing TCSO personnel when required by the TCSO at no cost.
2. Describe, in its response, any advanced system training that may be available to TCSO personnel whether provided on-site at the TCSO facility, off-site at the Contractor’s training facilities or via webinar.
3. The contractor must, in its proposal, include the name, title and qualifications of the contractor staff member who will have the overall responsibility for training.
4. The contractor must provide all training documentation in either hard copy form or accessible through web access.
5. The contractor must provide user documentation or training videos demonstrating how to set up an account for friends and family wishing to visit both via video and face-to-face.

**17.0 SECURITY COMPLIANCE:**

There shall be no equipment or services that will be installed or hosted by this solicitation on the Travis County network.

**18.0** **AUDIT SERVICES:**

1. The County may audit collection procedures and commission computations and terminate the contract if repeated inaccuracies in either procedures or computations are revealed.
2. Contractor shall provide Travis County with monthly revenue reports detailing records of each call, indicating originating telephone number, destination (area code) telephone number, date and time call was initiated, date and time call terminated, duration of call and call charges, as well as person called and person calling, if person-to-person.

**19.0** **CONTRACTOR CHANGEOVER:**

Contractor shall pay all costs of implementing their equipment and services, and of changing from the incumbent contractor to the equipment and services of the Contractor.

## PART III - SPECIAL PROVISIONS

1.0 **TERM OF CONTRACT:** The resulting contract will be effective upon award by Commissioners Court and shall be for a twelve (12) month period (one year) commencing upon award by the Travis County Commissioners Court or **January 1, 2017**, whichever is later, with an option to renew for four (4) additional twelve (12) month periods.

2.0 **OPTION TO EXTEND:** County may unilaterally extend this Contract for (i) four (4) additional one (1) year periods and (ii) three (3) additional one (1) month periods (individually, an “Option to Extend” and collectively, the “Options to Extend”), and all provisions of this Contract, except for term and price, shall remain unchanged and in full force and effect. County shall exercise an Option to Extend no sooner than ninety (90) days prior to expiration of the then current term. The total term of this Contract, including the Options to Extend, shall not exceed sixty-three (63) months. County shall have the right to exercise all or a portion of the Option to Extend in any combination it deems necessary.

3.0 **TERM OF WARRANTY:** Contractor shall provide the maximum warranty offered by the manufacturer (not less than one (1) year). Warranty shall begin after installation is complete, the system is fully tested and operational and accepted by County. During the warranty period the Contractor is responsible for labor, materials, and other costs associated with required warranty repair.

4.0 **PURCHASE ORDER:** Contractor will not release any items or perform any services until a purchase order number is assigned by the designated representative of the County Purchasing Office. Contractor will reference contract and purchase order on all invoices submitted to the Travis County Auditor. Upon issuance of a purchase order, the contract administrator will call the contractor with the items needed to be supplied. The contractor must respond by supplying the items at the time required. Failure to act in this manner may result in termination of this contract.

## 5.0 CONTRACT ADMINISTRATOR: For purposes of monitoring performance, establishing requirements, approving and coordinating schedules, users, and equipment, the county department named below shall act as contract administrator on behalf of Travis County:

## Travis County Information Technology Services

## Walter LaGrone (or successor or designee)

## 700 Lavaca Street, Suite 401

## Austin, Texas 78701

## (512) 854-4890

## 6.0 IMPLIED SERVICES: If any services, functions or responsibilities not specifically described in this Contract are required for the proper performance and provision of the Services, they shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described in this Contract. Except as otherwise expressly provided in the Contract, Vendor shall be responsible for providing the facilities, personnel and other resources as necessary to provide the Services.

7.0 **TRAVEL NOT INCLUDED AS PART OF SOLICITATION:** All travel requires prior approval from the Chief Information Officer or designate. All approved travel is subject to compliance with Travis County travel policies. Travis County will not reimburse vendor for expenses incurred for any unapproved travel or for expenses for approved travel outside the parameters of County policy.

## PART IV - GENERAL PROVISIONS

1.0 **GENERAL DEFINITIONS:**

1.1 "Auditor" means the Travis County Auditor or her designee.

1.2 "Commissioners Court" means Travis County Commissioners Court.

1.3 "County Building" means any County owned buildings and does not include buildings leased by County.

1.4 "Is doing business" and "has done business" mean:

1.4.1 Paying or receiving in any calendar year any money or other valuable thing which is worth more than $250 in the aggregate in exchange for personal services or for purchase of any property or property interest, either real or personal, either legal or equitable; or

1.4.2 Loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than $250 in the aggregate in a calendar year;

1.4.3 but does not include any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the general public.

1.5 "Key Contracting Person" means any person or business listed in Exhibit A to Affidavit.

1.6 "Purchasing Agent" means the Travis County Purchasing Agent.

1.7 "County" means Travis County, Texas, a political subdivision of the State of Texas.

1.8 "Historically Underutilized Business" or "HUB" means any entity or association formed to make a profit in which one (1) or more persons who are educationally or economically disadvantaged because of their identification as members of one of the following groups: African Americans, Hispanic Americans, Asian Pacific Americans, Native Americans or Women of any ethnicity have the following rights:

1.8.1 own at least fifty-one percent (51%) of all classes of shares or other equitable securities and have incidents of ownership, including an interest in profit and loss, equivalent to the percentage of capital, equipment or expertise contributed to the business where ownership is measured as though the community property interest of a spouse is the separate property of that spouse, if both spouses certify in writing that the non-participating spouse relinquishes control over his or her spouse, and his or her community property, and not as if it is subject to the community property interest of the other spouse; and

* + 1. have a proportionate interest and demonstrated active participation in the control, operation and management of the business's affairs; where control means having recognized ultimate control over all day-to-day decisions affecting the business, and is be known to, and at least tacitly acknowledged in day-to-day operations by employees of the business and by those with whom business is conducted, and holding a title commensurate with that control.

2.0 **GENERAL CONDITIONS:**

Contractor represents that he has thoroughly examined the drawings, specifications, schedule, instructions and all other contract documents. Contractor has made all investigations necessary to be thoroughly informed regarding plant and facilities for delivery of material, equipment and/or services as required by the proposal conditions.

3.0 **CONTRACTOR CERTIFICATIONS:**

3.1 Contractor certifies that he is a duly qualified, capable, and otherwise bondable business entity, that he is not in receivership or contemplates same, and has not filed for bankruptcy. He further certifies that the company, corporation or partnership is not currently delinquent with respect to payment of property taxes within County.

3.2 Contractor warrants that all applicable copyrights and licenses which may exist on materials used in this contract have been adhered to and further warrants that County shall not be liable for any infringement of those rights and any rights granted to County shall apply for the duration of the contract. Contractor shall indemnify County, its officers, agents and employees from all claims, losses, damages, causes of action and liability of every kind including expenses of litigation, and court costs and attorney fees for damages to any person or property arising in connection with any alleged or actual infringement of existing licenses or copyrights applicable to materials used in this contract.

4.0 **DISPUTES AND APPEALS:**

The Purchasing Agent acts as the County representative in the issuance and administration of this contract in relation to disputes. Any document, notice, or correspondence not issued by or to the Purchasing Agent or other authorized County person, in relation to disputes is void unless otherwise stated in this contract. If the Contractor does not agree with any document, notice, or correspondence issued by the Purchasing Agent, or other authorized County person, the Contractor must submit a written notice to the Purchasing Agent within ten (10) calendar days after receipt of the document, notice, or correspondence, outlining the exact point of disagreement in detail. If the matter is not resolved to the Contractor’s satisfaction, Contractor may submit a written Notice of Appeal to the Commissioners Court, through the Purchasing Agent, if the Notice is submitted within ten (10) calendar days after receipt of the unsatisfactory reply. Contractor then has the right to be heard by Commissioners Court.

5.0 **FUNDING:**

Funds for payment on this Contract have been provided through the County budget approved by Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligations and expenditure of public funds beyond the fiscal year for which a budget has been approved. However, the cost of items or services covered by this Contract is considered a recurring requirement and is included as a standard and routine expense of County to be included in each proposed budget within the foreseeable future. County Commissioners expect this to be an integral part of future budgets to be approved during the period of this Contract except for unanticipated needs or events which may prevent such payments against this Contract. However, County cannot guarantee the availability of funds, and enters into this Contract only to the extent such funds are made available. The fiscal year for County extends from October 1st of each calendar year to September 30th of the next calendar year.

1. **FUNDING OUT**:

Despite anything to the contrary in this Contract, if, during budget planning and adoption, Commissioners Court fails to provide funding for this Contract for the following fiscal year of County, County may terminate this Contract after giving Contractor thirty (30) days written notice that this Contract is terminated due to the failure to fund it.

7.0 **RESERVED:**

8.0 **RESERVED:**

9.0 **RESERVED:**

10.0 **OFFICIALS NOT TO BENEFIT:**

If a member of the Commissioners Court belongs to a cooperative association, the county may purchase equipment or supplies from the association only if no member of the Commissioners Court will receive a pecuniary benefit from the purchase, other than as reflected in an increase in dividends distributed generally to members of the association.

11.0 **COVENANT AGAINST CONTINGENT FEES:**

The Contractor warrants that no persons or selling agency has been retained to solicit this Contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor to secure business. For breach or violation of this warranty, County shall have the right to terminate this Contract without liability, or in its discretion to, as applicable, add to or deduct from the Contract price for consideration, or otherwise recover, the full mount of such commission, percentage, brokerage, or contingent fee.

1. **ASSIGNMENT:**
   1. Assignment. The parties to this Contract shall not assign any of the rights or obligation under this Contract without the prior written consent of the other party. No official, employee, representative or agent of County has the authority to approve any assignment under this Contract unless that specific authority is expressly granted by Commissioners Court.
   2. Successors Bound. The terms, provisions, covenants, obligations and conditions of this Contract are binding upon and inure to the benefit of the successors in interest and the assigns of the parties to this Contract if the assignment or transfer is made in compliance with the provisions of this Contract.

12.3 If a change of name is required, the Purchasing Agent shall be notified immediately. No change in the obligation of or to Contractor will be recognized until it is approved by Commissioners Court.

1. **FORCE MAJEURE:**

If the performance by the County of any of its obligations hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a part hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

1. **TERMINATION FOR DEFAULT:**

Failure by either County or Contractor in performing any provisions of this Contract shall constitute a breach of Contract. Either party may require corrective action within ten (10) calendar days after date of receipt of written notice citing the exact nature of the other's breach. Failure to take corrective action or failure to provide a satisfactory written reply excusing such failure within the ten (10) calendar days shall constitute a default. The defaulting party shall be given a twenty (20) calendar day period within which to show cause why this Contract should not be terminated for default. Commissioner’s Court may take whatever action as its interest may appear, resulting from such notice. All notices for corrective action, breach, default or show cause, shall be issued by the Purchasing Agent or County Attorney only and all replies shall be made in writing to the Purchasing Agent at the address provided herein. Notices issued by or to anyone other than the Purchasing Agent or County Attorney shall be null and void, and shall be considered as not having been issued or received. County reserves the right to enforce the performance of this Contract in any manner prescribed by law in case of default and may contract with another party with or without competition or further notification to the Contractor. As a minimum, Contractor shall be required to pay any difference in the cost of securing the products or services covered by this Contract, or compensate for any loss or damage to the County derived hereunder should it become necessary to contract with another source because of his default, plus reasonable administrative costs and attorney's fees. In the event of Termination for Default, County, its agents or representatives, shall not be liable for loss of any profits anticipated to be made hereunder.

1. **TERMINATION FOR CONVENIENCE:**

County reserves the right to terminate this Contract upon thirty (30) calendar days written notice for any reason deemed by Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order. Termination for Convenience shall not be made when termination is authorized under any other provisions of this Contract, and termination for convenience shall not be taken with the intention of awarding the same or similar contract requirements to another source. In the event of such termination the County shall pay the Contractor those costs directly attributable to work done or supplies obtained in preparation for completion or compliance with this Contract prior to termination; provided, however, that no costs shall be paid which are recoverable in the normal course of doing business in which the Contractor is engaged. In addition, no costs which can be mitigated through the sale of supplies or inventories shall be paid. If County pays for the cost of supplies or materials obtained for use under this Contract, said supplies or materials shall become the property of County and shall be delivered to the FOB point shown herein, or as designated by the Purchasing Agent. County shall not be liable for loss of any profits anticipated to be made hereunder.

16.0 **CHANGES:**

16.1 Unless specifically provided otherwise in this Contract, any change to the terms of this Contract or any attachments to it shall be made by written change order signed by both parties. The Purchasing Agent may at any time, by written document, make changes within the general scope

of this Contract in any one of the following:

* + 1. Description of services;
    2. Place of delivery;

16.1.3Any aspect of contract to correct errors of a general administrative a nature or other mistakes, the correction of which does not affect the scope of the contract and does not result in expense to the Contractor.

* 1. It is acknowledged by Contractor that no officer, agent, employee or representative of County has any authority to change the scope of this Contract or any attachments to it unless expressly granted that authority by the Commissioners Court.
  2. If any change under 16.1 causes an increase or decrease in the cost, or time required for performance of any part of the work under this Contract, the Commissioners Court shall make an equitable adjustment in the contract price, the delivery schedule, or both, and modify this Contract. The Contractor must submit any "proposal for adjustment" within thirty (30) calendar days after the date of receipt of the written order.
  3. Contractor shall submit all requests for alterations, additions or deletions of the terms of this Contract or any attachment to it to the Purchasing Agent. The Purchasing Agent shall present Contractor's requests to Commissioners Court for consideration.

17.0 **COUNTY ACCESS:**

Contractor shall maintain and make available all books, documents, and other evidence pertinent to the costs and expenses of this Contract for inspection, audit or reproduction by any authorized representative of County to the extent this detail will properly reflect these costs and expense. These include all costs; both direct and indirect costs, cost of labor, material, equipment, supplies, and services, and all other costs and expenses of whatever nature for which reimbursement is claimed under this Contract. All required records shall be maintained until an audit is completed and all required questions arising therefrom are resolved, or three (3) years after completion of the Contract term, whichever occurs first; however, the records shall be retained beyond the third year if an audit is in progress or the findings of a completed audit have not been resolved satisfactorily.

18.0 **SUBCONTRACTS:**

18.1 Contractor shall not enter into any subcontracts for any service or activity relating to the performance of this contract without the prior written approval or the prior written waiver of this right of approval from County. It is acknowledged by Contractor that no officer, agent, employee or representative of County has the authority to grant such approval or waiver unless expressly granted that specific authority by the Commissioners Court.

18.2 If a subcontract is approved, Contractor must make a "good faith effort” to take all necessary and reasonable steps to ensure HUBs maximum opportunity to be subcontractors under this Contract. Contractor must obtain County approval of all proposed HUB subcontractors through the Purchasing Agent. Failure by Contractor to make a good faith effort to employ HUBs as subcontractors constitutes a breach of this Contract and may result in termination of this Contract.

19.0 **MONITORING:**

County reserves the right to perform periodic on-site monitoring of Contractor's compliance with the terms of this Contract, and of the adequacy and timeliness of Contractor's performance under this Contract. After each monitoring visit, County shall provide Contractor with a written report of the monitor's findings. If the report notes deficiencies in Contractor's performances under the terms of this Contract, it shall include requirements and deadlines for the correction of those deficiencies by Contractor. Contractor shall take action specified in the monitoring report prior to the deadlines specified.

20.0 **ASSIGNMENT OF CONTRACT OR MORTGAGE:**

Contractor must not transfer or assign any part of or right or interest in this Contract, directly or indirectly, voluntary or involuntary without the express written approval of the Commissioners Court. Contractor must not execute any mortgage, or issue any bonds, shares of stock, or other evidence of interest in County buildings.

21.0 **CIVIL RIGHTS AND EQUAL OPPORTUNITY IN EMPLOYMENT:**

The Contractor agrees, during the performance of the services under this Agreement, that the Contractor shall provide all services and activities required in a manner that complies with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, the provisions of the Americans with Disabilities Act of 1990, Public Law 101-336 [S.933], and all other federal and state laws, rules, regulations, and orders pertaining to equal opportunity in employment, as if the Contractor were an entity bound to comply with these laws.  The Contractor shall not discriminate against any employee or applicant for employment based on race, religion, color, sex, national origin, age or handicapped condition. In accordance with Title VI of the Civil Rights Act of 1964:

* 1. Compliance with Regulations: Contractor shall comply with the requirements relative to nondiscrimination in Federally-Assisted programs, including but not limited to Title VI of the 1964 Civil Rights Act (42 USC Section 2000d, et. seq.), and 49 CFR Part 21, both as explained in Federal Transit Administration (FTA) Circular 4702.1A, as they may be amended (the “Regulations”), which are herein incorporated by reference and made a part of this Agreement.
  2. Nondiscrimination: Regarding the work performed by Contractor under this Agreement, it shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Seller shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices.
  3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
  4. Sanctions for Noncompliance: If Contractor does not comply with the nondiscrimination provisions of this Agreement, County shall impose the sanctions that it determines are appropriate, including, but not limited to, withholding of payments to Contractor under the

Agreement until Contractor complies, or until cancellation, termination or suspension of the Agreement, in whole or in part.

* 1. The Contractor further agrees that the County or its duly authorized representatives shall have access to any and all books, documents, papers, reports and records of the Contractor, which the County deems are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions, and to ascertain compliance with federal and state employment discrimination laws.  Contractor shall provide all information and reports required by Title VI of the 1964 Civil Rights Act (42 USC Section 2000d, et. seq.) and any regulations or directives issued pursuant to them. Contractor shall permit access to its books, records, accounts, other sources of information and its facilities as County may determine to be pertinent to ascertain compliance with these regulations, orders, and instructions.  Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor shall so certify to the County, as appropriate, and shall state what efforts it has made to obtain the information.
  2. Incorporation of Provisions: Contractor shall include the provisions of sections 21.0 - 21.6 (regarding nondiscrimination) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant to them.

22.0 **GRATUITIES:**

County may terminate this Contract if it is found that gratuities of any kind including entertainment, or gifts were offered or given by the Contractor or any agent or representative of the Contractor, to any County Official or employee with a view toward securing favorable treatment with respect of this Contract. If this Contract is terminated by the County pursuant to this provision, County shall be entitled, in addition to any other rights and remedies, to recover from the Contractor at least three times the cost incurred by Contractor in providing the gratuities.

23.0 **FORFEITURE OF CONTRACT:**

23.1 Contractor must forfeit all benefits of the Contract and County must retain all performance by Contractor and recover all consideration or the value of all consideration, paid to Contractor pursuant to this contract if:

23.1.1 Contractor was doing business at the time of submitting its proposal or had done business during the 365 day period immediately prior to the date of which its proposal was due with one or more Key Contracting Persons if Contractor has not disclosed the name of any such Key Contracting Person in its proposal which is expressly incorporated in this Contract; or

23.1.2 Contractor does business with a Key Contracting Person after the date on which the proposal that resulted in this Contract and prior to full performance of the Contract and fails to disclose the name of that Key Contracting Person in writing to each member of the Commissioners Court and to the County Clerk within ten (10) days commencing business with that Key Contracting Person.

24.0 **NOTICES:**

24.1 Any notice required or permitted to be given under this Contract by one party to the other shall

be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth in this section for the party to whom the notice is given, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the address set forth in this

section.

24.2 The address of County for all purposes under this contract shall be:

**Cyd Grimes, C.P.M., CPPO**

**Purchasing Agent**

**P.O. Box 1748**

**Austin, Texas 78767-1748**

24.3 The address of the Contractor for all purposes under this contract and for all notices hereunder shall be the address shown in the Notice of Award.

24.4 Each party may change the address for notice to it by giving notice of the change in compliance with 24.0.

25.0 **CONSTRUCTION OF CONTRACT:**

25.1 Law and Venue. This Contract is governed by the laws of the United States of America and Texas and all obligations under this contract are performable in Travis County, Texas. Venue for any dispute arising out of this Contract will lie in the appropriate court of Travis County, Texas.

25.2 Severability. If any portion or portions of this Contract are ruled invalid, illegal, or unenforceable in any respect, by a court of competent jurisdiction, the remainder of it shall remain valid and binding.

25.3 Headings. Headings and titles at the beginning of the various provisions of this Contract have been included only to make it easier to locate the subject matter covered by that part, section or subsection and are not to be used in construing this Contract.

25.4 Computation of Time. When any period of time is stated in this Contract, the time shall be computed to exclude the first day and include the last day of period. If the last day of any period falls on a Saturday, Sunday, or a day that Travis County has declared a holiday for its employees, these days shall be omitted from the computation. All hours stated in this Contract are stated in Central Standard Time from 2:00 o'clock a.m. on the first Sunday October until 2:00 o'clock a.m. on the first Sunday of April and in Central Daylight Saving Time from 2:00 o' clock a.m. on the first Sunday April until 2:00 o'clock a.m. on the first Sunday of October.

25.5 Gender and Number: Words of any gender in this Contract shall be construed to include any other gender and words in either number shall be construed to include the other unless the context in the Contract clearly requires otherwise.

26.0 **ENTIRE CONTRACT:**

All oral and written agreements between Contractor and County relating to the subject matter of this Contract that were made prior to the execution of this Contract have been reduced to writing and are contained in this Contract.

27.0 **CONTRACTOR LIABILITY, INDEMNIFICATION AND CLAIMS NOTIFICATION:**

Contractor shall indemnify County, its officers, agents, and employees, from and against any and all third party claims, losses, damages, causes of action, suits, and liability of every kind whether

meritorious or not and, including all expenses of litigation, court costs, and reasonable attorney's fees, arising in connection with the services provided by Contractor under this Contract. It is the expressed intention of the parties to this contract, both Contractor and County, that the indemnity provided for in this paragraph is indemnity by Contractor to indemnify and protect County from the consequences of Contractor's actions.

28.0 **HUB PROCUREMENT PROGRAM:**

28.1 Pursuant to the Travis County Historically Underutilized Business (HUB) Procurement Program, the Travis County Commissioners Court adopted goals for Certified HUB Subcontractor participation with an Overall 14.1% Minority-Owned Business Enterprise (MBE) goal and an Overall 15.0% Women-Owned Business Enterprise (WBE) goal *(Sub-goals: 2.5% African-American, 9.9% Hispanic, 1.7% Native/Asian-American)* to be observed by the County in its award of contracts and subcontracts to certified HUBs.

28.2 It is the policy of Travis County that HUBs shall have the maximum opportunity to participate in the performance of county contracts and subcontracts. Contractors shall make a "good faith effort” to take all necessary and reasonable steps to ensure HUBs maximum opportunity to participate as subcontractors. Failure by a contractor or subcontractor to carry out the County HUB Procurement Program shall constitute a breach of contract, and after notification of such breach by the Purchasing Agent may result in termination of this contract.

28.3 For purposes of HUB participation, Travis County shall count the dollar amount of all firm fixed price/fixed quantity contracts, or the dollar amount of Purchase Orders placed against "Estimated" or "Not to Exceed" contracts.

28.4 The following section identifies the specific procedures to be followed with respect to this solicitation for proposals in compliance with the HUB Procurement Program.

28.5 **SECTION 1 - HUB PURCHASES**

28.5.1 To be eligible under this program, HUB Proposers and subcontractors must:

28.5.1.1 Be certified as HUB, M/WBE or DBE source by:

(A) City of Austin Municipal Government,

(B) Texas Unified Certification Program, or

(C) State of Texas Building and Procurement Commission

28.5.1.2 Have on file in the Travis County Purchasing Office a proper Bidder’s Application.

28.5.1.3 Identify the certifying agency and Item/Service for which is certified.

28.5.1.4 Obtain county approval of all proposed HUB subcontractors through the Purchasing Agent.

* + - 1. Complete the HUB Declaration form in this RFP package.

28.5.2 Any third party may challenge a firm's HUB status before or after certification. Such action shall be in writing and submitted to the Purchasing Agent, including all relevant information available. If no merit to the challenge is found, the challenging party will be notified by the Purchasing Agent in writing and the matter will be considered closed. If merit is found, the firm in question will be notified by the Purchasing Agent of the challenge, who made it, and a summary of the allegations. The challenged firm shall be required to submit, within a reasonable period of time, information in support of the firm's HUB status. The Purchasing Agent shall make an evaluation and notify the parties of a proposed determination, citing the basis for the decision, and providing an opportunity for an informal hearing to interested parties and affording an opportunity for a written or personal response. The Purchasing Agent shall make a recommendation to the Commissioners Court for a final determination. The Purchasing Agent shall inform all interested parties of the Commissioners Court's determination and its reasons. A firm's HUB status shall remain accurately certified during the challenging procedure and shall not be changed unless or until a successful challenge is finalized. (See also Par. 8.0, "CLARIFICATION OR OBJECTION TO PROPOSAL REQUIREMENTS" in Part I, General Requirements, Section of this RFP.).

29.0 **ORDER OF PRECEDENCE:**

In the event of inconsistency between provisions of this Contract, the inconsistency shall be resolved by giving precedence in the following ascending order:

The Schedule of Items/Services;

Terms and Conditions of Request of Services;

General Provisions;

Other provisions, whether incorporated by reference or otherwise; and

The Specifications.

30.0 **ADDITIONAL GENERAL PROVISIONS:**

30.1 County may assign any of its obligations under this Contract.

30.2 Contractor must comply with all Federal and State laws and regulations, City and County ordinances, orders, and regulations, relating in any way to this Contract.

30.3 Contractor must secure all permits and licenses, pay all charges and fees, and give all notices necessary for lawful operations.

* 1. Contractor must pay all taxes and license fees imposed by the Federal and the State Governments and their agencies and political subdivisions upon the property and business of Contractor.
  2. Despite anything to the contrary in this Contract, if the Contractor is delinquent in payment of property taxes at the time of providing services, Contractor hereby assigns the amount of Gross Receipts equal to the amount Contractor is delinquent in property tax payments to the Travis

County Tax Assessor-Collector for the payment of the delinquent taxes.

31.0 **DESIGNATED COUNTY HOLIDAYS 2016:** Travis County will not accept deliveries on days designated as holidays by Travis County, unless specific prior arrangements have been made.

Travis County shall provide a list of the holidays designated for each year upon request. Travis County usually designates 11 days each year as holidays and below is a list of the days usually designated:

# **HOLIDAY DAY(S) USUALLY CELBRATED**

New Year’s Day January 1st or Monday after if it falls on a weekend

Martin Luther King, Jr. Day 3rd Monday in January

President's Day 3rd Monday in February

Memorial Day 4th Monday in May

Independence Day July 4th or Monday after if it falls on a weekend

Labor Day 1st Monday in September

Veteran’s Day November 11th or Monday after, if it falls on a weekend

Thanksgiving Day 4th Thursday AND Friday in November

Christmas Season December 25th AND either day before or day after whichever allows a four day weekend, if possible

32.0 **MEDIATION:**

When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in §154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

33.0 **TIN REQUIRED:**

Contractor shall provide County with an Internal Revenue Form W‑9, Request For Taxpayer Identification Number and Certification, that is completed in compliance with the Internal Revenue Code, its rule and regulations, and a statement of entity status in a form satisfactory to the County Auditor before any contract funds are payable.

34.0 **NON-WAIVER OF DEFAULT:**

34.1 The waiver of a breach of any term or condition of this Contract is not a waiver of a subsequent breach of that term or condition, or a breach or subsequent breach of any other term of condition. No official, agent, employee, or representative of County may waive any breach of any term of condition of this Contract unless expressly granted that specific authority by Commissioner Court.

34.2 All rights of County under this Contract are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to County under it. Any right or remedy in this Contract shall not preclude the exercise of any other right or remedy under this Contract or under any law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

35.0 **CERTIFICATION OF ELIGIBILITY:**

This provision applies if the anticipated contract exceeds $100,000. By submitting a bid or proposal in response to this solicitation, the bidder/proposer certifies that at the time of submission, he/she is not on the Federal Government’s list of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of bid/proposal submission and time of award, the bidder/proposer will notify the Travis County Purchasing Agent. Failure to do so may result in terminating this Contract for default.

36.0 **INSURANCE:**

Contractor shall have, Standard Insurance sufficient to cover the needs of Contractor and/or Subcontractor pursuant to applicable generally accepted business standards. Depending on services provided by Contractor and/or Subcontractor, Supplemental Insurance Requirements or alternate insurance options as set forth in **Attachment E**, "Insurance Requirements," may be imposed.

**CONTRACTOR:**

By:

Printed Name:

Its Duly Authorized Agent

Date:

**TRAVIS COUNTY:**

By:

Sarah Eckhardt

Travis County Judge

Date:

**APPROVED AS TO FORM:**

County Attorney

**AVAILABILITY OF FUNDS CONFIRMED:**

Nicki Riley, Travis County Auditor

Date:

**APPROVED AS TO PURCHASING POLICIES AND PROCEDURES:**

Cyd V. Grimes, C.P.M., CPPO

Travis County Purchasing Agent

Date:

**ATTACHMENT A**

**Rate Schedule**

**Please list the inmate communication and educational service options your company is proposing along with full descriptions.**

**\*\*\*\*Please submit in an envelope separate from RFP response, plus an electronic copy on a CD or DVD in Excel format\*\*\*\***

**Description Cost/Unit of Measure**

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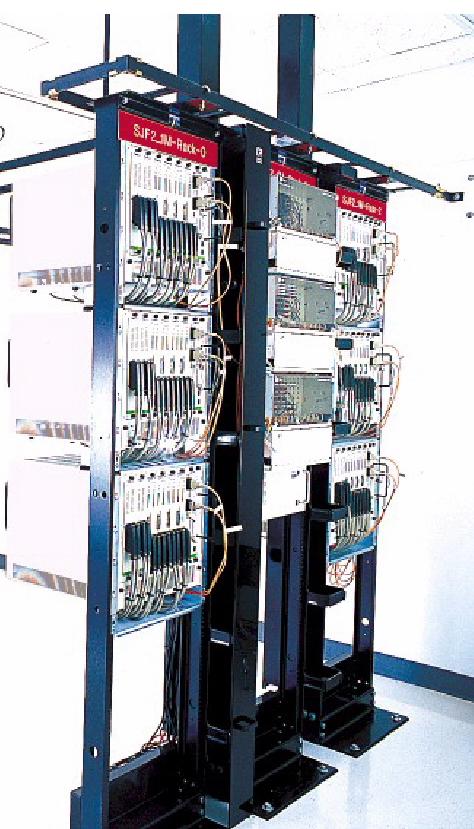
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**ATTACHMENT B**

Travis County Wiring Standards

Communications Structured Cabling



**Architectural**

ITS Standards

15.08.03

• In multiple story structures, telecommunication rooms and equipment rooms must be stacked vertically with a minimum of two walls stacked directly over one another (3 walls preferred).

•The floor and walls of the IDF need to be completed as soon as possible due to the remainder of the work that needs to be done installing equipment. This room cannot be turned over at the end of construction. Ideally this would be done at the midway point of construction.

• Communications room walls shall extend from floor slab to ceiling deck with no drop ceilings and provide an adequate physical barrier/ separation from adjacent spaces.

• Exterior walls are provided with adequate insulation and moisture barriers

• Windows are not permitted on exterior or interior walls

• To reduce particulate contamination within the Data Center, the Telecommunications Infrastructure Standard for Data Centers (TIA 942), Section 5.4.8.5 – Treatment, states that “Floors, walls, and ceiling shall be sealed, painted, or constructed of a material to minimize dust.”

• Install around the perimeter of all communications rooms Main Communications rooms (MDF) and other floor serving telecommunications rooms (IDF): Walls shall be covered with ¾ in. X 4 ft. X 8 ft. AC grade fire retardant plywood backboard from 12 in. AFF (smooth side to interior of room), capable of supporting mounted hardware and equipment. Plywood shall be affixed to all the studs in the walls with screws that penetrate the studs a minimum of 1 in., are spaced not greater than 1 ft. apart in each stud, and with screws one inch from the top and bottom of plywood. Plywood shall be painted with two coats of white or light gray fire retardant paint. Smooth side facing interior of room.

• All Telecommunication rooms shall have a minimum of a lockable-keyed entrance door, 36 in. wide and 80 in. high, that opens towards the outside of the room, does not open into another room, is equipped with automatic closer, and self latching locks.

• Room dimensions allow adequate circulation space around rack rows with a minimum of 36” between rows.

• Locate communications rooms where total electrical cable length, as measured by a Time Domain Reflectometer (TDR) or a cable tester, does not exceed 295 ft. including vertical sections at I/O (information outlet), vertical sections at communications rooms, and service loops.

Room Sizing

MDF Rooms

• Dimensions -- Building is less than 8000 sq ft – 10’ x 10’

• Dimensions -- Building exceeds 8000 sq ft – 10’ x 12’

IDF Rooms:

• Dimensions -- Floor is less than 5000 sq ft – 10’ x 9’

• Dimensions -- Floor is less than 8000 sq ft – 10’ x 10’

• Dimensions -- Floor exceeds 8000 sq ft – 10’ x 12’

Demarc when not inside the MDF Rooms:

• Dimensions -- min-10’ x 9’

**Mechanical**

It is recommended that communication rooms have independent, cooling systems capable of 24/7 availability. Units should be floor mounted 100% sensible only cooling units that do not require condensate removal or drain.

**Entrance facilities**

In buildings where Travis county is the sole tenant the Entrance facilities or Demarc can be located inside the MDF but in building where Travis County is NOT the sole tenant the Demarc MUST be separate, and have a minimum a 4 – 4” conduits from this room to the MDF.

There must be 2 separate entrances from the exterior of the building to the Demarc room and have 2 -4’ conduits dedicated solely to Travis County use.

These rooms if separate from the MDF do not require the cooling and other environment controls that the MDF room requires.

These room will require the ability for ITS staff and the providing vendors (e.g.: Time Warner) to access them at all times of day and night.

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**Temperature & Humidity requirements**:

• Maintain communication rooms at an average of 68-75 degrees F, with a relative humidity of between 35% to 55%; 24 hour X 365 days.

• It is recommended that communication rooms HVAC equipment be equipped with a temperature sensors.

• Install sensors in the communications rooms with the ability to signal for cooling, independent of requirements of other spaces.

• Piping containing water/fluids/venting shall **not** pass through or over any communications

room or be allowed in the walls of any communications room.

• HVAC ducting shall not be placed in or run through any communications room except as required to service those rooms.

• If sprinkler heads are provided installation of wire cages are to be provided to prevent accidental operation. For wet pipe systems, do not place sprinkler heads over equipment or cabling. In the event of a leak this will protect the equipment and cabling.

• Any telecommunications room with “wet” fire suppression shall have the water piping shall be placed over aisles or wall mounted and not directly over equipment.

• If sprinklers are used, recommend dry pipe systems.

• It is recommended that telecommunications rooms over 150 SF or that containing significant quantities of electronic equipment be equipped with a “dry type” fire retardant system. At the minimum, these larger rooms shall have dry pipe sprinkler systems installed.

• Communication rooms served by building HVAC should be provided with a separate zone sensor with programming to call for over-ride cooling after building occupied hours.

**Monitoring /Building Automation**

* The room should be remotely monitored for fire, smoke and intrusion. The room should also be monitored for high/low temperature (+85 degrees F/+ 55 degrees F).
* Video surveillance cameras in each MDF/IDF monitored by ITS – Site Ops.

**Pathway Electrical**

• Grounding Equalizer (GE) For buildings with more than one communications room on a floor, and greater than three floors, connect the TGBs together at the top floor with a GE and then every three floors. Size this conductor the same as the TBB.

• Bonding Conductor for Telecommunications (BCT) this conductor shall be run from the TMGB to the building’s main grounding system point of origin located in the electrical service entrance of the building, and bonded to that system and to the TMGB. We recommend two-hole compression connectors for bonding the TBC, and that the TBC be a minimum # 3/0 AWG wire. For very short runs, #2/0 may be considered. The minimum size shall be the same size as the TBB. All bonding conductors shall be bonded to busbars in an approved manner. Exothermic welds or two-hole compression connectors are recommended. Final designs of electrical systems are to be approved by electrical engineer of record.

• The BCT shall be installed with no kinks, cuts or abraded insulation, and in as straight a line from point of origin at grounding system to the TMGB as is practical. Any bends in the conductor shall be smooth long radius bends.

• Telecommunications Grounding Buss bar (TGB) The grounding terminal for all telecommunications rooms other than the MC. Buss bar shall be solid copper, be at least 4 in. (100mm) in height; ¼ in. (10mm) thick, and at least 10 in. in length. It shall be equipped with rows of bolt holes regularly spaced and sized according to NEMA standards. The buss bar shall be affixed to the backboard with insulating brackets that stand it off of the backboard at least 3 in. If multiple bars are used in one room, they shall be bonded together so as to form a continuously bonded system. Refer to drawings for specific location. The TGB shall be electrically connected to the TMGB with a bonding conductor. If any part of TMBC passed through a metallic sleeve or raceway, that raceway shall be bonded to the building’s grounding electrode system at both ends.

• Telecommunications Main Grounding Buss bar (TMGB) The main grounding terminal for telecommunications. Install in the MC. Buss bar shall be solid copper, be at least 4 in. (100mm) in height; ¼ in. (10mm) thick, and 20 in. length. It shall be equipped with rows of bolt holes regularly spaced and sized according to NEMA standards. The buss bar shall be affixed to the backboard with insulating brackets that stand it off of the backboard at least 3 in. If multiple bars are used in one room, they shall be bonded together so as to form a continuously bonded system. Refer to drawings for specific location.

• Surface mounted electrical panels supplying power to communication rooms shall be used for communications equipment exclusively. The dedicated panel board should be a minimum of 24 bolt in breaker spaces, 120/208 Volt. Coordinate with Owner for voltages/ amperages that will be required. These panels shall contain isolated grounding capability for receptacles dedicated to electronic/computer equipment in the rooms.

• The electrical panel needs to be located in a corner of the room in order to easily accommodate the 3 ft. of clear space needed in front of the panel. The racks for the ITS equipment will be installed in the middle of the room with 3 ft. of space on all sides.

• No mechanical or general electrical loads shall be supplied from the communications

panels.

• Install no electrical panels in the communications rooms that are intended for loads other than telecommunications equipment.

• UPS backup of equipment in telecommunications rooms may be via a stand-alone unit or in combination with emergency generator backup (which is recommended).

• Install **dedicated** receptacle circuits in the communication rooms for standing racks/cabinets, and equipment mounted on walls. Specific locations identified on communication drawings to serve each rack and equipment located on the ladder racks.

• Utility duplex outlets mounted around the perimeter of communications rooms spaced at a maximum of 12 ft. apart (at least one on each wall).

• Provide uniform illumination of at least 50 ft. candles; 3 ft. AFF for communications rooms. Light fixtures shall be on emergency power and a minimum of 8 ft. - 6 in. A.F.F.

• Light fixtures in communications rooms are to be positioned for maximum lighting. Do not install over cable tray/ ladder rack, cabinets, and 19 in. standing racks.

• Install separate raceways for voice/data cabling. Do not combine cabling for same raceway. The exception to this requirement is cable tray that has a grounded metal divider to separate the voice/data cabling and the cabling for other services such as Security/Life Safety.

• Separation requirements for voice/data cabling in the building and related equipment in communication rooms:

• Transformers: Minimum 6 ft. separation

• Electric Motors: Minimum 4 ft. separation

• Air Conditioning Units: Minimum 4 ft. separation

• Electrical Panel boards: Minimum of 3 ft. separation in front of panel boards.

• Fluorescent fixtures/ballast type fixtures (non incandescent fixtures): Minimum 1 ft. separation.

• Transformers over 30 KVA should not be located near communication equipment.

**Conduit/Comm Pathways**

While it is preferable that no pipe/conduit/flex be used when dropping the cables, this is not always possible due to header material or the need to go around a window or other obstruction.

* A minimum of a 1 inch EMT conduit is needed. When installing the conduit no “hard” 90 turns will be used instead the use of 2 -45 degree bends with a separation of at least 6 inches between bends or sweep 90’s. If the pathway can be done with only 45 degree angles that would be preferable.
* Only deep 4 square boxes will be allowed no shallow boxes as they do not allow for the bend radius needed to attach the cable to the faceplates.
* All conduits must have at least a plastic bushing on the end in the ceiling.
* All conduits will enter the TOP of each box not the side.
* In areas where a “ring and string” method are going to be used there must be a clear channel of at least 4 inches wide with no sharp edges from channeling of metal studs or headers.
* Conduit for Entrance facilities should be a minimum of 2 -4” conduits coming from separate side of the building into the Demarc location.
* Conduit from the Demarc to the MDF if separate should be min 4-4” conduits.

• Note: The net effect of this requirement is that rooms should be placed no further than approximately 210 ft. from the farthest information outlet as measured on plans, when measurements follow the most likely routing of corridor cable trays and other cable supports such as J-hook runs.

• Provide and install fire stopping for all floor / wall penetrations.

• Sleeve grounding shall be coordinated with electrical engineer.

• New communication rooms shall be equipped with fire detection and fire-extinguishers. Detection devices should be interlocked with the base building fire alarm system. A minimum of one (1) smoke detector shall be installed in each communications room.

• All horizontal chase openings shall be properly finished with stud-framed openings through walls. Opening sizes shall be coordinated with Communication’s Designer for fire stopping and sizing details.

**Cable Tray**

• All cable tray/runway must be prefabricated structure consisting of two side rails connected by individual transverse members. Wire mesh type tray (i.e. Snake Tray/Versa Tray) and Mono-Systems (i.e. fish bone style systems) must have owner approval prior to substituting for cable tray described above. The tray shall be a minimum of 4 in. deep.

• Install cable tray/runways on the opposite side of main corridors from electrical and plumbing installations. Coordinate layout with electrical, HVAC, and plumbing contractors to insure adequate space for cable tray/runway and cabling installation. Minimum space requirements: 1 ft. above cable tray/runway and a minimum of 3 ft. of unencumbered access every 10 ft.

* Install/Provide Cable Tray/Runway system for raised floor as per communication drawings. Cable runway shall include components for 45 and 90-degree turns, intersections, support hardware, grounding, etc. Contractor shall be responsible for providing a complete cable runway system.
* Cable tray/runway must meet the following clearances:
* A minimum of 1 ft. vertical clearance is to be maintained above suspended ceiling
* tiles and T-bars.
* A minimum of 3 in. of vertical clearance is to be maintained above conduits and exposed cabling when crossing perpendicular.
* A minimum of 1 ft. of clear vertical clearance is to be maintained above cable trays/runway.
* When minimum separation distances below the cable tray/runway for parallel installations cannot be met, solid bottom cable tray is to be installed.
* When minimum separation distances below the cable tray for perpendicular 3 in. installations cannot be met, or where cable tray/runway must be placed over electrical devices such as small motors, fluorescent fixtures, fixtures with ballast and cable tray/runway cannot be placed at least 1 ft. above devices, solid bottom cable tray is to be installed.
* Where cable tray/runway must cross perpendicularly to other trades installations tray shall pass below those installations by a minimum of 1 ft. and above by 3 in.
* The inside of the cable tray/runway shall be free of any sharp edges or obstructions that can damage the cables.
* All cabling entering or exiting cable tray will be in a sweeping 90 degree angle. All new cabling introduced to tray will not block or trap existing cables. Vendors will take care of entry cables when pulling by not burning cable.
* All sections of cable tray/runway on all floors are to be bonded to one another and to an isolated grounding electrode system bus bars in the telecommunication’s MC/equipment room and communications rooms using a r 2/0 riser insulated copper wire.
* For communications rooms, install one slot (a UL approved fire rated assembly) large enough to accommodate cable runway entry from corridor and a fire retardant system (pillows, bricks, boards, mechanical, etc). The formed slot shall have no burrs or sharp edges. This opening in the wall will be used to pass data voice, and video services cabling from the corridor cable tray/runway into the communications room.
* Coordinate the height of the slot with the cable tray/runway installer so that there is no vertical transition from the cable tray/runway through the slot. Install cable tray/runway in accessible ceiling space.
* No other cables will be ran in or attached to the cable tray installed for voice and data cabling.

**Telephone and Data SIO amounts**

* Each Communications Room requires (1) SIO. See Cad/PDF drawing provided by ITS for more detailed placement information.
* Each security room requires (1) SIO
* Each office requires at least 1 SIO

**Travis County Data/Voice/Video**

GENERAL DESCRIPTION:

Cat6 Voice Applications (telephone, fax, and modem)

Cat6 Data Applications (LAN, mainframe, midrange moves, add, change work)

6a Mosaic Voice/Data Applications – entire floor remodels and new buildings

Multi-mode fiber optic cable Data /Video (LAN)

Single-mode fiber optic cable Data /Video (LAN)

Solution to support infrastructure for data, telephone, intercom, security and video cabling. The specific scope will be in accordance with applicable EIA/TIA, BICSI and Travis County Structured Cabling Standard. The specific scope of work shall also comply with all mandatory requirements to certify any new installations and maintain existing installation certifications under the Panduit Cabling System Warranty

Travis County has traditionally utilized a Category 5E or Category 6 communications cable plant for data and a Category 3 or Category 6 communications cable plant for voice. However, Travis County is currently migrating towards a Category 6a communications cable plant for data and voice communications. Work performed for new communications cable plants will consist of Category 6a communications cable plant and work performed for existing communications cable plants will match the existing communications cable plants and utilize the Category 6 or Category 5E and Category 3 communications cable plant. The color of the cables and jacks will match the existing cabling in the building.

**Travis County expects our cabling vendor to provide a “turn key” installation including all aspects of each particular job including but not limited to the following:**

**All pathways for a complete installation e.g.: Core drilling, Trenching, Directional boring, Ariel, Setting telephone poles etc...**

**CATV inside plant installations**

**Copper (cat3 –cat6a) inside plant and outside plant installations**

**Fiber inside plant and outside plant installations**

**Fire stopping all penetrations**

Standard Category 6 outlets

A single 4-port outlet is installed to fulfill both voice and data needs- (1) category-6 Ultra UTP cable for voice, (2) category-6 UTP cables for data. Station cabling is home run to the nearest designated Intermediate Distribution Facility (IDF) closet and is terminated in the following fashion:

Cat6 UTP - Terminated on 66 Block

Cat6 UTP - Terminated on a rack mounted modular patch panel

Standard Category 6 outlet

OR

A single outlet is installed to fulfill both voice and data needs- (2) Category 6 grade cable for data. (1) Category 6 grade cable for voice. Station cabling is home run to the nearest designated Intermediate Distribution Facility (IDF) closet and is terminated in the following fashion:

Data / Voice - Terminated on a rack mounted modular patch panel

Voice – Green Jack /Data Blue Jack.

Standard Category 6a outlet

A single 2-port outlet is installed to fulfill both voice and data needs using an angled faceplate. (2) Category 6a grade cables for voice and data. Station cabling is home run to the nearest designated Intermediate Distribution Facility (IDF) closet and is terminated in the following fashion:

Data / Voice - Terminated on a rack mounted modular patch panel with Cat6A Blue Jacks on each end.

Fiber Backbone Cabling

Multi-mode fiber optic cable Terminated in rack mount fiber enclosure with LC connector

enclosure

Single-mode fiber optic cable Terminated in rack mount fiber enclosure with ST connector using HLC pigtails.

Backbone cabling shall consist of 50 micron 10 Gig Laser Optimized OM3 or OM4 multimode optical fiber cable installed from the MDF/Equipment Room and IDF’s/ Telecommunications Rooms.

Copper Tie Cabling

Category 3 UTP

Existing cable plant Terminated on 66 Blocks

New cable plant Terminated on RJ-45 rack mounted patch

Panel 1 pair per port.

MDF Telecom typical minimum build out

(1) 4 Post

(2) 19” 2 Post with 10” vertical mgmt.

IDF (2) 19” 2 Post with 10” vertical mgmt.

Rack 1- Fiber box

BAS/Security

Rack 2- Voice Tie

Horizontal Cabling

I RU space between patch panels.

Grounding

According to standards TIA-942, J-STD-607-A-2002, and IEEE 1100 (the Emerald Book), a properly designed grounding system as shown in Figure 4 has the following characteristics:



1. Is intentional: each connection must be engineered properly, as the grounding system is only as reliable as its weakest link

2. Is visually verifiable

3. Is adequately sized to handle fault currents

4. Directs damaging currents away from sensitive electronic equipment

5. Has all metallic components in the data center bonded to the grounding system (e.g., equipment, racks, cabinets, ladder racks, enclosures, cable trays, water pipes, conduit, building steel, etc.)

6. Ensures electrical continuity throughout the structural members of racks and cabinets

7. Provides grounding path for electrostatic discharge (ESD) protection wrist straps In addition to meeting these standards, all grounding and bonding components should be listed with a nationally recognized test lab (such as Underwriters Laboratories, Inc.) and must adhere to all local electrical codes.

**Other Network cabling**

With the addition of other systems like Security that are technically Network devices the county would like to differentiate these cabling systems from the “normal” network cabling. This will be done by color coding these systems.

All cabling in a NEW or full remodel situation will be cat 6a like the data cabling.

Any cabling in a retrofit or add on type of situation will match the existing cabling but be a minimum of cat 6.

All cabling will need to comply with all of the same standards as the data network cabling.

Security cabling and connectors will be colored Yellow.

Access control and Security cabling and connectors will be colored Yellow.

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**Cabling Installation Requirements**

1. All material used in the installation shall be made of corrosion-resistant material, such as plastic, anodized aluminum, or brass and be resistant to fungus growth and moisture deterioration. An inert dielectric material shall separate dissimilar metals apt to corrode through electrolysis under the environmental operating conditions specified.
2. All cable installed in a plenum rated environment shall meet or exceed the Underwriters Laboratories (UL) fire rated cable insulation requirements.
3. Any pulling compound or lubricant used in the installation shall not deteriorate the conductor or the insulation of the cable.
4. Ten (10’) feet of service loop for inter-building backbone cable shall be coiled, mounted and stored at each cable end above or on top of the ladder rack in the ER/TR’s.
5. Ten (10’) feet of service loop for intra-building backbone cable shall be coiled, mounted and stored at each cable end above or on top of the ladder rack in the ER/TR’s.
6. Ten (10’) feet of service loop for horizontal cables shall be coiled, mounted and stored above or on top of the ladder rack in each ER/TR’s.
7. Thirty-six (36”) inches of maintenance loop for horizontal distribution cable shall be coiled and stored on the J-hook directly above the workstation outlet.
8. Thirsty-six (36”) inches of maintenance loop for horizontal distribution cable shall be coiled and stored in the gang-box or floor-box as applicable at the workstation location.
9. All work will be done in a neat and workman like manner. All cabling will be dressed within the IDF/ MDF and secured with Velcro or similar hook and loop fastener.

**Other Requirements**

1. **Material Storage Areas.** The Contractor shall be responsible for storage of all materials and shall coordinate and obtain approval of a location for storage containers for materials prior to storing any materials on site.
2. **Drilling, Ditching & Excavation.** The Contractor shall be responsible for contacting the appropriate utility companies (Austin Energy, Time Warner, AT&T, etc.) and/or the Travis County Maintenance Department to check the locations for any utility poles and ditches that may need to be installed. Any damage done as a result of drilling, ditching or excavating will be the sole responsibility of the Contractor.
3. **Harassment.** Under no circumstance will Travis County tolerate any form of verbal or non-verbal abuse, jeering, whistling, etc. directed toward staff. The Contractor will be informed of any complaints and will be expected to permanently remove the problem employee from the job.
4. **Dress Code.** Workmen are to be fully clothed at all times. Workmen wearing shorts or without shirts will not be allowed on the Projects. Clothing shall not have any indecent or suggestive logos or words and will not have tobacco or alcohol products advertised.
5. **ID Badge.** Workmen shall wear a company badge with a photo of the workman, company name, company logo and company address at all times while on site and pass DPS background verification.
6. **Smoking.** All tobacco products, including smokeless tobacco, are prohibited on all Travis County properties at all times. This must be fully enforced by the Contractor.
7. **Illegal Drugs and Alcohol.** No alcoholic beverages or illegal drugs shall be brought on Travis County property at any time. Any workmen under the influence of either illegal drugs or alcohol or smelling of alcohol shall be permanently removed from the Project by the Contractor.

**Warranty**

A. Materials and workmanship hereinafter specified and furnished shall be fully guaranteed by The MAC Vendor for fifteen years from transfer of title against any defects. Defects which may occur as the result of faulty materials or workmanship within fifteen years after installation and acceptance by ITS shall be corrected by The MAC Vendor at no additional cost to ITS. The MAC Vendor shall promptly, at no cost to ITS, correct or re-perform (including modifications or additions as necessary) any nonconforming or defective work within fifteen years after completion of the project of which the work is a part. The period of The MAC Vendor's warranty for any items herein are not exclusive remedies, and ITS has recourse to any warranties of additional scope given by The MAC Vendor to ITS and all other remedies available at law or in equity. The MAC Vendor’s warranties shall commence with acceptance of/or payment for the work in full. If the MAC Vendor procures equipment or materials under the Contract, The MAC Vendor shall obtain for the benefit of ITS equipment and materials warranties against defects in materials and workmanship to the extent such warranties are reasonably obtainable. The MAC Vendor shall pass along to ITS any additional warranties offered by the manufacturers, at no additional costs to ITS, should said warranties extend beyond the fifteen-year period specified herein. This warranty shall in no manner cover equipment that has been damaged or rendered unserviceable due to negligence, misuse, acts of vandalism, or tampering by ITS or anyone other than employees or agents of The MAC Vendor. The MAC Vendor's obligation under its warranty is limited to the cost of repair of the warranted item or replacement thereof, at The MAC Vendor's option. Insurance covering said equipment from damage or loss is to be borne by The Vendor until full acceptance of equipment and services.

**Fire stopping**

1. ALL penetrations to the MDF and IDF will be firestopped regardless of the fire rating of these walls.
2. New and existing raceways, cable trays, and cables for data and communications systems penetrating non-rated and fire-rated floors, walls, and other partitions of building construction shall be fire-stopped where they penetrate new or existing building construction.
3. Fire stopping shall be accomplished by using a combination of materials and devices, including penetrating raceway, cable tray, or cables, required to make up complete fire-stop.
4. Verify that cabling and other penetrating elements and supporting devices have been completely installed and temporary lines and cables have been removed.

1. Use materials that have no irritating or objectionable odors when fire stopping is required in existing buildings and areas that are occupied.
2. Provide damming materials, plates, wires, restricting collars, and devices necessary for proper installation of fire stopping. Remove combustible installation aids after fire stopping material has cured.
3. All fire-stops shall be installed in accordance with the manufacturer's instructions in order to maintain the specific rating assigned by the independent testing laboratory.
4. If required by inspecting authorities expose and remove fire stopping to the extent directed by inspecting authority to permit his or her inspection. Reinstall new fire stopping and restore Work where removed for inspection.

**Removal and Replacement of ceiling tiles**

**A.** Carefully remove existing ceilings as required to perform the work. Store removed tiles in an area designated by ITS. Modify and augment existing suspension systems as necessary. Restore ceiling systems to their original finish.

1. Repair any damage to ceilings due to modifications, removal, and replacement of same. Replace damaged ceiling tiles, including tiles with holes or openings left as a result of demolition, with materials of like kind.

**Cutting and Patching**

1. Provide openings, cutting, coring, and patching of openings in existing building construction as required. Patching includes openings and voids left in existing construction as a result of demolition.
2. The Work shall include necessary assemblies and materials to maintain required fire ratings.
3. Perform cutting as to not impair structural stability of building construction and systems. Do not drill holes or weld attachments to beams and other structural members without prior written approval from Travis County Facilities Management Department.
4. The Work shall be done by crafts persons skilled in the particular trades affected.
5. New materials shall match existing materials in type and quality. Patching shall be done in a manner to match appearance of adjacent surfaces.

**Cleaning**

**A.** Cleaning shall be performed to the satisfaction of the ITS Representative.

B Unless otherwise indicated, clean shall mean free of dust, dirt, mud, debris, oil, grease, residues, and c ontamination. Acceptability shall be determined by sight, touch, and wiping with a clean soft cloth.

**Painting**

A. Touch up marred and bared surfaces of primed, galvanized, and finish painted equipment, materials, and accessories installed.

B. Restore to the satisfaction of Travis County Facilities Management Department patched surfaces as close to the original condition and finish as reasonably possible. Where patching occurs in smooth painted surface, extend final paint coat over entire unbroken surface containing patch, after patched area has received two coats of primer and two coats of finished paint.

**Pre-installation Site Survey**

**A.** Prior to the start of any installation, meet at the project site with the ITS Representative to examine areas and conditions under which the work will be preformed. Do not proceed with the work until satisfactory conditions have been achieved.

**Installation**

1. Install materials and equipment in accordance with applicable standards, codes, requirements, and recommendations of national, state, and local authorities having jurisdiction, and National Electrical Code® (NEC) and with manufacturer's printed instructions.
2. Adhere to manufacturer's published specifications for pulling tension, minimum bend radii, and sidewall pressure when installing cables.
3. Where manufacturer does not provide bending radii information, minimum bending radius shall be 10 times cable diameter. Arrange and mount equipment and materials in a manner acceptable to the engineer and ITS.
4. Penetrations through floor and fire-rated walls shall utilize intermediate metallic conduit (IMC) or galvanized rigid conduit (GRC) sleeves and shall be fire-stopped after installation and testing, utilizing a fire stopping assembly approved for that application.
5. Install station cabling to the nearest communications closet, unless otherwise noted.

1. Install only approved wire, cable, and wiring devices.
2. Provide neat and uncluttered wire termination.
3. Attach cables to permanent structure with suitable attachments at intervals of 48 to 60 inches. Support cables installed above removable ceilings.
4. Install adequate support structures for 10-foot cable service loops at each telecom room.
5. Support riser cables every three (3) floors and at top of run with cable grips.
6. Limit number of four-pair data riser cables per grip to fifty (50).
7. Install cables in one continuous piece. Splices shall not be allowed.

**Grounding**

**A. G**rounding shall conform to ANSI/TIA/EIA 607 A - Commercial Building Grounding and Bonding Requirements for Telecommunications, National Electrical Code® and manufacturer's grounding requirements as minimum.

B. Ground equipment racks, housings, messenger cables, and raceways.

C. Connect cabinets, racks, and frames to single-point ground which is connected to building round system via #6 AWG green insulated copper grounding conductor.

**Labeling**

A specific labeling scheme will be coordinated with ITS and provided to the Vendor. The Vendor shall not permanently label any part of the communications cable plant until the specific labeling scheme has been provided to the Vendor. In general, the Vendor shall be required to provide the following type of labeling:

1. Inter-Building Cable: The Vendor shall furnish and install Brady type labels on each end of the cable indicating origin and destination.
2. Intra-Building Cable: The Vendor shall furnish and install Brady type labels on each end of the cable indicating origin and destination.
3. Horizontal Cable: The Vendor shall furnish and install Brady type labels on each end of the cable indicating origin and destination.

1. Terminations:
   * + - 1. Fiber Optic: The Contractor shall label fiber optic distribution shelves in accordance to manufacturer guidelines and ANSI/TIA/EIA-606-A
         2. Copper: The Contractor shall label 110 blocks and protector blocks in accordance to manufacturer guidelines and ANSI/TIA/EIA-606-A
         3. Faceplates: The Contractor shall label workstation faceplates in accordance to manufacturer guidelines and ANSI/TIA/EIA-606-A
2. Label each outlet with permanent self-adhesive label with minimum 3/16 in. high characters including the room # or cube # and location designation.
3. Label each cable with permanent self-adhesive label with minimum, 1/8 in. high characters, inside receptacle box at the work area and the communication closet patch panel or punch block.
4. Use labels on face of data patch panels. Patch panels will be labeled in alphabetical order.
5. Labels shall be machine-printed. Hand-lettered labels shall not be acceptable.

**Testing Requirements**

FIBER OPTIC CABLE:

* 1. All fiber optic cable links installed shall be tested in accordance with the field test specifications defined in ANSI/TIA/EIA-568-C standard.
  2. 100% of the installed cable shall be tested and must pass the requirements of ANSI/TIA/EIA-568-C.3
  3. Failing links shall be diagnosed and corrected by the Vendor. Corrective actions shall be followed by a new test of the previously failing link(s). The Vendor shall promptly submit all link re-test data to Owner in both hard and soft copy.
  4. Only Certified Technicians shall perform all fiber optic link testing.
  5. Field test equipment for multi-mode fiber optic cables shall meet the requirements of ANSI/TIA/EIA-568-C.3.
  6. The light source shall meet the launch requirements of ANSI/TIA/EIA-455-50B.
  7. Field test equipment for single-mode fiber optic cables shall meet the requirements of ANSI/TIA/EIA-568-C.3.
  8. All fiber optic launch cables and test adapters used for testing shall be of high quality and devoid of excessive wear or exhibit anomalies between strand tests. Test results that indicated anomalies between strands within the same sheath shall be declared a failure unless all strands within the same sheath unconditionally pass testing. The Vendor shall diagnose and repair any fiber optic cable exhibiting strand-to-strand anomalies that result in any test failure(s).
  9. The Vendor shall test and certify all fiber optic cable plant with approved field tester(s) that are within their calibration period. The Vendor shall be liable for all re-testing required in the event tests are performed with un-approved test equipment or tester(s) that are not within their calibration period.
  10. The Vendor shall invite ITS to witness/verify field testing prior to final acceptance. ITS shall randomly select 5% of the installed links for test verification purposes. The Vendor shall re-test these links in the presence of ITS and the results shall be compared to the previously Owner submitted test results. In the event that 2% of the verification tests differ in terms of pass/fail from the previously submitted test results, testing shall be declared a failure and the Vendor shall re-test 100% of the installed links with the cost of such tests borne by the Vendor.
  11. Fiber optic connector attenuation shall not exceed .50dB.
  12. Fiber optic splice attenuation (if allowed) shall not exceed 0.3dB.
  13. Multi-mode fiber optic cables shall be tested using the following attenuation coefficient parameters:
      + 1. 50/125 Multi-mode 850nm < 3.5dBlkm
        2. 50/125 multi-mode 1300nm < 1.5dBlkm
  14. Single-mode fiber optic cables shall be tested using the following attenuation coefficient parameters:
  15. 9/125 single-mode (Inside Plant) 1310 <1.0dBlkm
      + 1. 9/125 single-mode (Inside Plant) 1550 <1.0dBlkm
        2. 9/125 single-mode (Outside Plant) 1310 <0.5dBlkm
        3. 9/125 single-mode (Outside Plant) 1550 <0.5dBlkm
  16. Link attenuation for all fiber optic strands shall be calculated using the ANSI/EIA/TIA-568-8 Standards formula.

CATAGORY 6 and 6a UTP Cable

* 1. All Category 6 and 6a cable links installed shall be tested in accordance with the field test specifications defined in ANSI/TIA/EIA-568-C standard.
  2. 100% of the installed cable shall be tested and must pass the requirements of ANSI/TIA/EIA-568-C.
  3. Failing links shall be diagnosed and corrected by the Vendor. Corrective actions shall be followed by a new test of the previously failing link(s). The Vendor shall promptly submit all link re-test data to Owner in both hard and soft copy.
  4. Only Certified Technicians shall perform all Category 6 and 6a testing.
  5. Field test equipment for Category 6 and 6a UTP cables shall meet or exceed the accuracy requirements for enhanced Level II testers as defined in ANSI/TIA/EIA-568-C02
  6. All test interfaces used for testing shall be of high quality and devoid of excessive wear or exhibit anomalies between pairs. Test results that indicated anomalies between pairs shall be declared a failure unless all pairs unconditionally pass testing. The Vendor shall diagnose and repair any Category 6 and 6a cable exhibiting pair-to-pair anomalies that result in any Fail, \*Fail or \*Pass conditions.
  7. The Vendor shall test and certify all Category 6 and 6a cables with approved field tester(s) that are within their calibration period. The Vendor shall be liable for all re-testing required in the event tests are performed with un-approved test equipment or tester(s) that are not within their calibration period.
  8. Any Fail or \*Pass result yields a Fail for the link under test. In order to achieve an overall Pass condition, the results for each individual test parameter must Pass.
  9. The Vendor shall invite ITS to witness/verify field testing prior to final acceptance. ITS shall randomly select 5% of the installed links for test verification purposes. The Vendor shall re-test these links in the presence of ITS and the results shall be compared to the previously Vendor submitted test results. In the event that 2% of the verification tests differ in terms of pass/fail from the previously submitted test results, testing shall be declared a failure and the Vendor shall re-test 100% of the installed links with the cost of such tests borne by the Vendor.
  10. Reported test parameters for Category 6 and 6a shall comply with ANSI/TIA/EIA-568-C.2 standard.
  11. Testing shall indicate and record the following for each tested link:
      + 1. Wire Map
        2. Link Length
        3. Insertion Loss / Attenuation
        4. Near end cross talk Loss (NEXT)
        5. Power Sum NEXT Loss (PSNEXT)
        6. Pair to Pair Loss (ELFEXT)
        7. Power Sum Pair to Pair Loss (PSELFEXT)
        8. Return Loss (RL)
        9. Attenuation to Cross-talk Ratio (ACR)
        10. Power Sum ACR (PSACR)
        11. Propagation Delay
        12. Delay Skew

# 

###### ATTACHMENT C

**CJIS SECURITY AWARENESS TRAINING**

**CRIMINAL JUSTICE INFORMATION SYSTEM (CJIS)**

Each person with access to FBI CJIS system and/or data is required by CJIS policy to receive security training once every three years. New employees with access shall receive training within six months of date of hire. Compliance is audited by the FBI and Texas DPS.

Electronic or other means of recording is kept on file to indicate you have received this mandatory awareness training. **It is your responsibility to read and understand this entire document.**

The purpose of this training is to make each person with CJIS access aware of the standards and responsibilities regarding CJIS data and CJIS systems.

FBI CJIS data is considered information derived from state or Federal CJIS systems (i.e. TCIC/NCIC)

CJIS authorized means personnel that have passed a state and national finger-print based record check and have been granted access. Only CJIS authorized personnel can access CJIS systems and data.

FBI CJIS systems are considered computer network infrastructure dedicated to criminal justice uses that facilitates interfaces with the national CJIS Division system. This includes terminals, routers, hubs, firewalls and switches that transmit CJIS data.

This training includes details regarding authorized CJIS system access, physical security of CJIS systems, and authorized access to CJIS data.

Each CJIS user agency and user is responsible for the information technology (IT) security of the CJIS system. IT security consists of protecting CJIS systems from an attack, intrusion, manipulation or unauthorized access. IT security is important to maintain the integrity and confidentiality of the system and the data and each person is responsible to safeguard such.

Personnel are to be aware of the use of social engineering used to attack CJIS systems. These are typically carried out by telephoning users, administrators or operators and pretending to be an authorized user to attempt to gain illicit access to systems. All real or perceived CJIS security policy violations, threats and/or vulnerabilities will be reported immediately to the TCSO Information Services Lieutenant.

All alleged incidents of CJIS security policy violations by personnel are investigated. Corrective or disciplinary action will result for each confirmed case. In some cases criminal penalties may apply.

User password complexity protocol is controlled by password authentication applications. Passwords shall be protected by the user and will not to be shared or written down. Contact the ITS Help Desk to have passwords disabled if lost or compromised.

CJIS systems and CJIS data is maintained in a physically secure location and only accessed by CJIS authorized personnel. All visitors to CJIS terminal areas and all related infrastructure must be escorted by authorized personnel. Adequate physical security will be in place to protect against unauthorized access to or routine viewing of computer devices, access devices and printed or stored data. Computer monitors (including inside patrol vehicles) will be strategically positioned, closed when applicable or a screen saver activated to prevent viewing by unauthorized persons. CJIS data should not be displayed on screens longer than needed and the window should be closed or minimized when not in use.

Virus and firewall protection is employed on all Travis County computer devices. Users will not change or disable the settings.

All mobile and remote devices accessing CJIS systems will have advanced authentication and require a VPN connection for data encryption. Lost or stolen devices will be reported immediately to your supervisor and the ITS Help Desk at 854-9175.

Electronic media (includes diskette, CD, DVD, tape cartridge, flash memory) that might contain CJIS data must be destroyed by shredding for disposal or sanitized before reuse by another entity. All personal computer and server hard drive sanitizing will be conducted and documented by Travis County ITS.

CJIS data will only be stored for extended periods of time when it is relevant and a key element to a case file or criminal record file. Storage will be in a secure area to prevent unauthorized access. When data is no longer required it must be destroyed by shredding.

CJIS computerized criminal history (CCH) data shall only be disseminated to authorized criminal justice personnel for an authorized criminal justice purpose. Examples of some qualifying criminal justice personnel are peace officers, corrections officers, Federal law enforcement agents, District/County prosecutors and magistrates, probation officers and parole officers. Examples of some that are not authorized are defense attorneys, news media, military recruiters, private citizens, schools, employers and private investigators. Secondary dissemination (release from requestor to outside agency) must be manually logged and records maintained for twelve months. Exceptions would be when the requestor and attention can be captured in the REQ and ATN field. An example of this is a CCH attached to a pen packet and TDCJ is indicated in the ATN field.

Criminal history information may be transmitted over a wireless device (i.e. radio) when an officer determines there is an immediate need to further an investigation or a situation affecting officer or public safety. DPS has restricted the use of wireless text messaging over a cell phone and alpha pager.

Criminal history information may be faxed only when both agencies have an authorized NCIC ORI number and the sender has verified the receiver’s authenticity.

The primary law concerning CCH usage is contained in the Texas Government Code Chapter 411.085. TCSO policy 1.1.15, Use of Computer Resources, as well as the TCSO Rules of Conduct addresses TCSO employee responsibilities and expectations. In addition to criminal and local administrative penalties, FBI and DPS management have the authority to terminate Travis County’s system access for TCIC/NCIC as a sanction for non-compliance.

Address questions in writing (include your shift and a return phone number) to: [robin.osborn@co.travis.tx.us](mailto:robin.osborn@co.travis.tx.us)

###### ATTACHMENT D

**NEW TCIC/TLETS ACCESS POLICY**

**APPLICANT’S OR EMPLOYEE’S**

**CRIMINAL HISTORY RECORD INFORMATION**

|  |  |
| --- | --- |
| *Original Application for Access:* | *PERSON WHO ALREADY HAS ACCESS* |
|  |  |
| Felony Conviction |  |
| Permanent Disqualifier | Permanent Revocation of Access |
|  |  |
| Felony Deferred Adjudication |  |
| Permanent Disqualifier | Suspension of Access for 20 years |
|  |  |
| Class A Misd. Conviction |  |
| Permanent Disqualifier | Suspension of Access for 10 years |
|  |  |
| Class A Misd. Deferred Adjudication |  |
| Permanent Disqualifier | Suspension of Access for term of deferral |
|  |  |
| Class B Misd. Conviction |  |
| Disqualifier for 10 years | Suspension of Access for 10 years |
| For Class B Conviction that occurred between 5 and 10 years ago, agency head may appeal to DPS for a waiver if there are mitigating circumstances. | *For Class B Conviction that was completed between 5 and 10 years ago, agency head may appeal to DPS for a waiver if there are mitigating circumstances.* |
|  |  |
| Class B Misd. Deferred Adjudication |  |
| Disqualifier for 10 years | Suspension of Access for term of deferral |
| For Class B deferred adjudication that was completed between 5 and 10 years ago, agency head may appeal to DPS for a waiver if there are mitigating circumstances. | *.* |
|  |  |
| indictment FOR any criminal offense |  |
| Disqualifier until disposition | *Suspension of Access until disposition* |
|  |  |
| Family violence conviction |  |
| Permanent disqualifier | *Permanent Revocation of Access* |
|  |  |

The Texas Department of Public Safety has modified the TCIC/CCH System Access Policy created in October of 2003 to address situations where a criminal justice agency employee, who already has been screened and been granted access to DPS and FBI systems, receives an indictment for, or is convicted of, a criminal offense while employed by a criminal justice agency.

It should be noted that this System Access policy applies not only to commissioned peace officers and dispatch operators or others with direct terminal access to TCIC/NCIC/TLETS but to any employee who may, as a part of their job duties, see any written/printed documents with information derived from these systems. The policy also applies to an employee who may have access to an area where this information is received, maintained or stored either manually or electronically.

###### ATTACHMENT E

**INSURANCE REQUIREMENTS**

Contractor shall have, and shall require all subcontractors providing services under this Contract to have, Standard Insurance meeting the General Requirements as set forth below and sufficient to cover the needs of Contractor and/or Subcontractor pursuant to applicable generally accepted business standards. Depending on services provided by Contractor and/or Subcontractor(s), Supplemental Insurance Requirements or alternate insurance options shall be imposed as follows:

I. General Requirements Applicable to All Contractors' Insurance.

The following requirements apply to the Contractor and to Subcontractor(s) performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and subcontractor(s):

A. The minimum types and limits of insurance indicated below shall be maintained throughout the duration of the Contract.

B. Insurance shall be written by companies licensed in the State of Texas with an A.M. Best rating of B+ VIII or higher.

C. Prior to commencing work under this Contract, the required insurance shall be in force as evidenced by a Certificate of Insurance issued by the writing agent or carrier. A copy of the Certificate of Insurance shall be forwarded to County immediately upon execution of this Contract.

D. Certificates of Insurance shall include the endorsements outlined below and shall be submitted to the Travis County Purchasing Agent within ten (10) working days of execution of the contract by both parties or the effective date of the Contract, whichever comes first. The Certificate(s) shall show the Travis County contract number and all endorsements by number.

E. Insurance required under this Contract which names Travis County as Additional Insured shall be considered primary for all claims.

F. Insurance limits shown below may be written as Combined Single Limits or structured using primary and excess or umbrella coverage that follows the form of the primary policy.

G. County shall be entitled, upon its request and without expense, to receive certified copies of policies and endorsements.

H. County reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services has been expanded.

I. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract. Contractor shall not permit the minimum limits of coverage to erode or otherwise be reduced. Contractor shall be responsible for all premiums, deductibles and self-insured retention. All deductibles and self-insured retention shall be shown on the Certificates of Insurance.

J. Insurance coverage specified in this Contract is not intended and will not be interpreted to limit the responsibility or liability of the Contractor or subcontractor(s).

II. Specific Requirements

The following requirements (II.A - II.E, inclusive) apply to the Contractor and Subcontractor(s) performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and subcontractor(s):

A. Workers' Compensation and Employers' Liability Insurance

1. Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act.

2. Employers' Liability limits are

$500,000 bodily injury each accident

$500,000 bodily injury by disease

$500,000 policy limit

3. Policies under this Section shall apply to State of Texas and include the following endorsements in favor of Travis County :

a. Waiver of Subrogation (Form 420304)

b. Thirty (30) day Notice of Cancellation (Form 420601)

B. Commercial General Liability Insurance

1. Minimum limit:

$1,000,000\* per occurrence for coverage A and B with a

$1,000,000 policy aggregate

2. The Policy shall contain or be endorsed as follows:

a. Blanket contractual liability for this Contract

b. Independent Contractor Coverage

3. The Policy shall also include the following endorsements in favor of Travis County

a. Waiver of Subrogation (Form CG 2404)

b. Thirty (30) day Notice of Cancellation (Form CG 0205)

c. Travis County named as additional insured (Form CG 2010)

C. Business Automobile Liability Insurance†

1. If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of $300,000\* per occurrence

2. Policy shall also include the following endorsements in favor of Travis County

a. Waiver of Subrogation (Form TE 2046A)

b. Thirty (30) day Notice of Cancellation (Form TE 0202A)

c. Travis County named as additional insured (Form TE 9901B)

D. Professional Liability and/or E & O Insurance

1. Minimum Limit: $ 1,000,000 per Occurrence

2. If coverage is written on a claims made policy, the retroactive date shall be prior to the date services begin under this Contract or the effective date of this Contract, whichever comes first. Coverage shall include a three- (3) year extended reporting period from the date this Contract expires or is terminated. Certificate of Insurance shall clarify coverage is claims made and shall contain both the retroactive date of coverage and the extended reporting period date.

3. Additional insured status for Travis County is not required

E. Umbrella Coverage

1. Minimum Limit: $ 5,000,000 excess

2. Must follow form of Primary coverages

3. The Policy shall also include the following endorsements in favor of Travis County.

a. Waiver of Subrogation

b. Thirty (30) day Notice of Cancellation

c. Travis County named as additional insured

F. Cyber Security

1. Minimum Limit:

$1,000,000 \* per occurrence with a $3,000,000 policy aggregate

2. The policy shall include the following endorsements

a. Waiver of Subrogation

b. Thirty day Notice of Cancellation

c. Travis County named as additional insured