

PUBLIC NOTICE

Notice is hereby given that the County of Webb is now accepting Request for Proposals for Inmate Phone Service for Webb County Jail. Provider must submit their respective proposals outlining the terms and conditions, fees and any or all matters relating to such contract.

RFP- 2013 -010 "Inmate Phone Service"

Proposals must be submitted in one (1) original and eight (8) copies in sealed envelopes to the Office of the Webb County Clerk's. Sealed envelopes must be marked (sealed-Bids) with RFP number and title on front of lower left-hand corner of envelopes.

Proposals will either hand delivered or mailed to the following location:

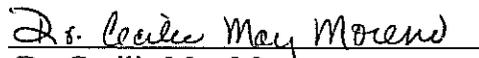
**Webb County Clerk
Webb County Justice Center
1110 Vitoria St. Suite 201
Laredo, Texas 78042-0029**

Pre-Proposal meeting will be held on **June 17, 2013 at 9:00 A.M.** at Webb County Purchasing Conference Room, 1110 Washington, Laredo, Texas.

Proposals must be delivered no later than **June 27, 2013 at 2:00 P.M.** at which time all proposals received will be opened and read to the public. Late proposals will not be considered.

If additional information is requested please contact, Leticia Gutierrez at lgutierrez@webbcountytx.gov , (956)523-4125 or Joe Lopez at joe@webbcountytx.gov (956)523-4500. All final questions are due by *June 20, 2013*. Please visit our Web-site for a copy of proposal notice and specifications, under purchasing department www.webbcountytx.gov.

The County of Webb reserves the right to reject any and all proposals.



Dr. Cecilia May Moreno
Purchasing Agent

Publish: Thursday June 13, 2013
Thursday June 20, 2013

THIS FORM MUST BE INCLUDED WITH RFP-PACKAGE; PLEASE CHECK OFF EACH ITEM AND SIGN

“Sealed Proposal Checklist”

RFP-2013-010 “Inmate Phone Service”

- Public Notice
- Scope of Work
- Commission Offer Form (page 1 of 3)(required)
- Terms and Conditions (Please read)
- Conflict of Interest Forms (required)
- Certification Regarding Debarment (Form H2048) (required)
- Certification Regarding Federal Lobbying (Form 2049) (required)
- Proof of No Delinquent Tax Owed to Webb County (required)
- Proposer Information (required)
- References (required)

Signature

WEBB COUNTY SHERIFF'S INMATE PHONE SYSTEM RFP

1.0 SCOPE/INTENT

The Webb County Sheriff's Office (WCSO) is requesting sealed proposals for a fully operational, flexible, secure and reliable inmate telephone system. The provision of inmate phone service and the quality and reliability of service are a high priority.

Suppliers offering a proposal in response to this RFP shall be responsible to submit technical solutions based on their programs that meet or exceed the goals and objectives set forth herein.

2.0. Project Information

Site Name, Address & Telephone	Average Daily Population	Inmate Telephones	Workstation Qty
Webb County Jail 1000 Washington St. Laredo, Texas 78040	500	54	3

Current call volume and revenue information is provided below:

Facility name	Revenue period	Total calls	Total minutes	Revenue	Commission
WEBB COUNTY JAIL	201304	2,985	35,259	\$15,132.84	\$8,020.41
WEBB COUNTY JAIL	201303	3,330	39,194	\$17,085.16	\$9,055.14
WEBB COUNTY JAIL	201302	2,805	32,938	\$14,652.58	\$7,765.87
WEBB COUNTY JAIL	201301	2,618	30,590	\$13,917.46	\$7,376.25
WEBB COUNTY JAIL	201212	2,466	28,639	\$13,241.98	\$7,018.25
WEBB COUNTY JAIL	201211	2,816	34,093	\$14,796.53	\$7,842.16
WEBB COUNTY JAIL	201210	3,147	38,127	\$15,976.10	\$8,467.33
WEBB COUNTY JAIL	201209	2,624	31,568	\$13,174.80	\$6,982.64
WEBB COUNTY JAIL	201208	2,391	27,321	\$13,016.12	\$6,898.54
WEBB COUNTY JAIL	201207	2,272	26,367	\$11,711.18	\$6,206.93
WEBB COUNTY JAIL	201206	2,047	24,551	\$10,858.78	\$5,755.15
WEBB COUNTY JAIL	201205	2,472	28,807	\$14,022.86	\$7,432.12

2.1 SCHEDULE OF EVENTS

The following is the schedule of events listed in the order of occurrence, showing the major milestones from issuance of the RFP to the contract award:

<u>Event</u>	<u>Date</u>
Advertising for solicitation of RFP	6/13/13 – 6/20/13
Onsite Visit / Pre-proposal meeting	6/17/13, 9am Location: 902 Victoria Street Laredo, Texas 78040
Questions due	6/20/13
Sealed proposals due	6/27/13, 2pm County Clerk's Office, 2 nd Floor 1110 Victoria Street, Suite 201 Laredo, Texas 78042-0029
Presentations by Vendors	7/1/13
WCSO Committee recommendation	7/2/13
Commissioner Court approval	7/8/13
Contract signed	7/15/13
System in service	8/31/13

The Webb County Sheriff's Office reserves the right to change the schedule of events, as it deems necessary. In the event of a major date change, known participants will be notified. The Webb County Sheriff's Office / Purchasing agent also reserves the right to issue addenda to the RFP before the proposal due date to clarify the requirements and respond to bidder questions. Vendors shall acknowledge receipt of all addenda in their proposals.

2.2 PROPOSAL FORMAT

To enable the Selection Committee to fairly evaluate each proposal, each bidder shall use the following proposal format:

Cover Letter
Table of Contents
Executive Summary
Point-by-Point RFP Response
Commission Offer Form and Sample Commission Calculation
Rate Information
References
System Information Attachments or Exhibits

2.4 CONTRACT PERIOD

Any contract awarded as a result of this RFP shall remain in effect for a period of thirty-six (36) months from date of installation. Upon expiration of the initial term, this agreement may be renewed for up to two (2) consecutive additional one (1) year terms, provided both parties mutually agree in writing. Notice to extend under this provision shall be provided to the contractor no less than sixty (60) days prior to the expiration date.

2.5 AWARD

An evaluation committee selected by the Webb County Sheriff shall evaluate all proposals submitted to this RFP. The award will be based on general criteria, as outlined in paragraph 2.6 of this RFP. All arrangements and scheduling shall be coordinated by the RFP contact.

The Webb County Sheriff's Office expressly reserves the right, in its sole judgment, to accept or reject any or all proposals, with or without cause, modify, alter, waive any technicalities or provisions, or to accept the proposal which, in its sole judgment, is determined to be the best evaluated offer resulting from negotiation.

The Webb County Sheriff's Office reserves the right to withdraw the RFP in whole or in part, at any time and for any reason. Submission of a proposal confers no rights upon the Vendor nor obligates the Webb County Sheriff's Office in any manner. The Webb County Sheriff's Office reserves the right to award no Agreement and to solicit additional offers at a later date.

2.6 SELECTION CRITERIA

EXPERIENCE	20%
FINANCIAL PROPOSAL.....	25%
PROPOSED SOLUTION.....	35%
OPTIONS OFFERED.....	10%
ORAL PRESENTATION	10%

2.7 INSTALLATION REQUIREMENTS

1. Turnkey Installation – Proposer shall be responsible for all costs associated with the inmate telephone system, including purchase of equipment, installation, service, maintenance, voice network and transmission, data network, and day- to-day operation. Webb County has no responsibility for any costs associated with the system.
2. Proposer is responsible for determining all wiring and software requirements; costs associated with the conversion of service from current inmate telephone system providers to the successful new service provider. Successful proposer shall coordinate all details of switching out services with the current vendor.

2.8 SERVICE AND SUPPORT REQUIREMENTS

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

- iv. Successful proposer shall respond to a telephone request for maintenance within four (4) hours after the initial notification.
6. Vendor is requested to offer the option to provide a part time / full time system administrative technician. This individual will be provided to the County by the vendor at no cost to the County. The Administrative Technician will be on site for a minimum of 20 hours / 40 hours per week. The commission form provides space to quote a commission with and without this option.
7. Telephone support shall be available to accept calls from inmate call recipients (friends/family) regarding customer service, billing, and prepaid account setup and funding twenty-four (24) hours a day, seven (7) days a week. Describe the location of your customer service call center(s), and indicate whether, and under what circumstances, a customer service call from an inmate call recipient will ever be answered by a service representative located outside of the United States.

2.9 CALL RATING AND COMMISSION ACCOUNTABILITY

1. A copy of current rates shall be on file with the WCSO. WCSO must be notified, in writing, of any proposed increases or decreases in the rates charged. WCSO **MUST** approve increases/decreases in rate(s) prior to any change.
2. Any change in Tariff (Increase or Decrease) which is not approved by WCSO in writing in advance of the change shall be grounds for termination of the contract.
3. The commission offered to the Sheriff's Office shall be based on total gross revenues, with no deductions for fraud, bad debt, uncollectible, unbillable calls. No deduction shall be made for any cost of providing the service described.
4. Commissions shall be paid on all call types: Collect, Direct Billed, PrePaid Collect, Advance Pay, Debit and Debit Card.
5. Commissions shall be paid MONTHLY and shall be accompanied by an inmate telephone commission and summary report which shall include, at a minimum, the following information:

Date of Report
Time Period Covered
Total Number Calls
Total Number Minutes
Total Gross Revenue

Such payment shall arrive no later than 30 days following the calendar month for which commissions are being paid.

6. Failure to pay accurate commissions on a regular, monthly basis shall be grounds for cancellation, without penalty, of any agreement executed as a result of the RFP
7. Proposer must provide an alternative billing option to called parties who are categorized as unbillable by virtue of their selection of an alternative local carrier for

service. System proposed MUST permit the first call attempt to complete and must provide the called party with immediate access to live customer service representatives for account setup. Such access must be accomplished by pressing a single key on the called party's telephone keypad. Although the called party may be provided a toll free number to call for information or account set-up, this MUST NOT be the only alternative. Called party account set up must include various payment options such as: credit card, electronic check, Western Union, etc.

8. Commissions shall be presented in the proposal using the enclosed Commission offer form. Failure to complete this form will be grounds for disqualification of your proposal.
9. Facility must have immediate access to rated call records on a real-time or near real-time basis. Once a call has ended, the rated call detail record should be available for reporting using the web-based inmate phone system. Remote report generation by the Contractor is not an acceptable alternative; intervention by the Contractor must not be necessary for authorized WCSO personnel to access rated call detail records.

2.10 TECHNICAL REQUIREMENTS AND SPECIFICATIONS

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

1. "State of the Art" technology and web based equipment with multilevel password security access. The architecture shall be expandable to allow future growth.
2. The Inmate Phone System shall process all Inmate Calls on an outgoing, station-to-station basis.
3. All phones shall limit one call per connection.
4. No incoming calls shall be permitted.
5. All Inmate calls shall be processed by an automated operator and shall not allow access to a live operator at any time.
6. After the dialing sequence, the inmate shall be put "ON HOLD". The inmate shall NOT be permitted to monitor call progress and shall NOT be allowed to communicate with the called party, until the call is positively accepted.
7. The System shall be capable of informing the called party the amount that will be billed for the call prior to acceptance of the call.
8. The system shall brand all inmate calls with a pre-recorded message announcing the collect call, name of the facility, and pre-recorded name of the inmate initiating the call. The system shall have, at a minimum, multi-lingual capabilities for English and Spanish.

9. The system shall provide as a minimum the following security, control and investigative features.
 - A. Deny access to 800, 888, 877, 411, 555-1212, 900, 911, 950+1, 976 or 10-10xxx numbers. Allow the blocking of specific telephone number such as victims, witnesses, judges, and county staff.
 - B. The system shall be capable of allowing free local calls to certain numbers such as Public Defender, Crime Stoppers, etc.
 - C. Ability to control call duration on the basis of time limits and time of day restrictions.
 - D. The ability to set time limits and calling hours for destination numbers.
 - E. The system must offer the option of voice biometric technology. This feature must be an integrated part of the call processing system and must offer related analysis tools and capabilities. Products which continue to analyze the voice throughout the length of the call are preferred. The County will not be a "beta site" for unproven technology. Therefore, your references must include at least two sites where this technology has been in service as an integrated part of the proposed inmate phone system for at least 6 months.
 - F. The system must offer the option to record and monitor all visitation booths at Webb County Jail facility. At present 33 visitation booths are in use. The inmate booths currently are wired to the existing inmate phone system. Any costs associated with new and/or modifications to existing wiring necessary for monitoring and recording visitation booths shall be borne by the selected vendor and not deducted from the WCSO commissions and WCSO will not be responsible for any costs.
 - G. The system shall provide an integrated capability to monitor, record, store, and retrieve inmate phone conversations on a real time basis and retrieve conversations. Recordings must be stored online for the entire contract period plus any extensions, with the option to archive to DVD.
 - H. Provide correct and accurate call detail and management reports for all calls placed from the inmate phones. Reports shall include as a minimum, origination number, destination number, type of call (local, intralata, interlata/intrastate, or interstate), number of minutes of call, reason for disconnect and total call charges. Reports must be available onsite to authorized WCSO personnel, with no intervention from the Vendor necessary.
 - I. Provide accurate summary revenue reports on site from any system workstation. Reports must include all call types (collect, prepaid collect and debit/debit card) and must reflect the total revenue for each call type, subtotaled by tariff type (local, IntraLATA, InterLATA, Interstate, and International).

- J. The System shall be capable of producing detailed and summary reports which reveal inmate telephone activity, such as telephone numbers called by more than one inmate.
- K. Proposer shall supply at minimum two (3) user workstations and printers.
- L. Call Detail Records – Call records and recordings shall be stored online throughout the life of the contract. Alternate proposals of archive storage are not acceptable. Bidder must specify in their proposal where the call records and recordings will be stored, and where backups of either will reside.
- M. The System shall offer unlimited secure, remote access capability from any PC or laptop with high speed internet connectivity. This remote access shall (at a minimum) enable authorized users to view call records, generate reports, monitor live conversations, and search/retrieve/play recorded calls. Remote access activity shall not impair system functionality or performance in any way.”

2.11 EQUIPMENT

1. All telephone equipment provided shall be new and completely operational at cutover.
2. All equipment shall comply with Part 68 FCC Rules and meet or exceed all applicable codes and standards for installation and service.
3. All systems proposed shall meet ADA standards. For each facility, the vendor must provide four (4) telephones with TDD capability at no charge. Each TDD call must be recorded by the inmate phone system, converted to text, and attached to the call recording.
4. All inmate telephones shall be indestructible type telephones suitable for use in a jail, tamperproof, with steel encased housings and shockproof keypads. All handsets shall be of heavy-duty construction with no removable parts and shall be hearing aid compatible. The hand set cord shall be armored with a stainless steel lanyard. All phone instruments shall be waterproof, fireproof and feature DTMF dialing.
5. All telephone instruments shall be line powered and have UPS back-up power. No separate power supply shall be required. The UPS back-up as other equipment, whether or not specifically mentioned, to complete a total inmate telephone system will be the responsibility of the successful proposer and any and all costs will be borne by the successful proposer and will not be deducted from Commissions.

2.12 OPTIONS

We are interested in the optional features and technology that each vendor has to offer. These value-added options can be additional features of the system, integrated solutions or external technologies that complement the inmate calling system and enhance our ability to perform investigations.

2.13 REFERENCES & EXPERIENCE AS A PRIME CONTRACTOR

1. Provide a list of at least 5 references who have been customers for at least 12 months, where the bidder provides inmate phone services in the role of PRIME CONTRACTOR. Accounts where the bidder is involved as a subcontractor do not adequately demonstrate the bidder's ability to provide all products, services, and account management required of this contract as the fully accountable, single point of contact, and therefore these types of references are NOT ACCEPTABLE. For each reference, provide contact information and relevant project information (site size, number of inmate telephones, ADP, contract start date, products/services, etc.).
2. Proposed biometric technology: Include a minimum of three references (of the five required in 2.13.1) that have been using this technology as an integrated part of the proposed inmate phone system for at least 6 months. Identify which references utilize the proposed biometric features.
3. Provide a list of all instances over the past 2 years when a customer notified you that their commissions were underpaid or inaccurately paid. Explain the details of the error and how the matter was resolved. Include name of facility and contact person.
4. Provide a list of all instances over the past 2 years when a customer cancelled your contract in advance of the planned contract end. Include name of facility, contract end date and contract termination date.
5. Provide a list of all instances over the past 2 years when a customer has provided you with notice that you were in breach of contract. Describe the nature of the breach and whether or not the breach was cured to the customer's satisfaction. Include name of facility and contact person.

COMMISSION OFFER FORM (Page 1 of 3)

Describe the call rates and commissions proposed for each call type. Vendors are required to submit one Commission offer form for each rate option proposed. Each vendor must submit an offer based upon the current rates as stated in the RFP. Additional rate options are also encouraged, including postalized rates which offer the same pricing for all call destinations.

COLLECT CALLS

Call Category	Surcharge or Connect Fee	First Minute Rate	Each Add'l Minute Rate	Commission % Offered - No Administrator	Commission % with Part / Full-time Administrator
Local					
Intra LATA					
Inter LATA					
InterState					

PREPAID COLLECT, DIRECT BILLED COLLECT or ADVANCE PAY CALLS

Call Category	Surcharge or Connect Fee	First Minute Rate	Each Add'l Minute Rate	Commission % Offered - No Administrator	Commission % with Part / Full-time Administrator
Local					
Intra LATA					
Inter LATA					
InterState					

PREPAID DEBIT or DEBIT CARD CALLS

Call Category	Surcharge or Connect Fee	First Minute Rate	Each Add'l Minute Rate	Commission % Offered - No Administrator	Commission % with Part / Full-time Administrator
Local					
Intra LATA					
Inter LATA					
InterState					
International					

NOTE: Rates shown above are exclusive of Federal, State and Local Taxes and Regulatory Fees such as the Universal Service Fund. It is understood that these will be charged as a pass-through from the taxing/regulating agency to the called party and that no commission will be paid on these items.

Commission Offer Form (Page 2 of 3)

Other Fees:

Vendors are required to disclose any/all fees charged to the inmate or called party in excess of the above stated call rates. Disclose fees whether charged directly or by a subcontractor, billing agent, or other third party who accepts payments on your behalf. Failure to accurately disclose fees will be cause for disqualification. The only fees that need not be listed are taxes and pass-through fees imposed by regulatory agencies.

Fees

Description	Fee Amount	Applicable to Collect, Prepaid Collect, Direct Billed and/or Debit?
Prepaid Account Set up Fee		
Prepaid Account Funding Fee via Internet		
Prepaid Account Funding Fee via Telephone		
Prepaid Account Close-Out Fee		
Refund Fee		
Account Maintenance Fee		
Inactive Account Fee		
Regulatory Cost Recovery Fee		
Bill Statement Fee		
Single Bill Fee		
Other? Describe any other fees that are not covered above		

Policies

Question	Vendor Policy
What is the Prepaid Account Deposit Minimum?	
Does vendor or subcontractor provide ready access to live agents via telephone?	
After what period of inactivity does a prepaid account balance expire?	
How long does it take after a credit card deposit is received before calling is restored? (# minutes, hours, days?)	

Commission Offer Form (Page 3 of 3)

Sample Commission Calculation

The data provided in this table is NOT representative of historical call volume. This table is provided to allow vendors to demonstrate commission calculation methods using sample data.

NOTE: The expected commission calculation method is clearly described in Section 2.9 Item 3. Nothing in this table is designed to change that mandatory requirement. This table is designed to verify that the vendor understands what is meant by gross commission calculation. Assume that the Gross Revenue figures shown below include every completed, accepted phone call initiated by an inmate, regardless of payment method.

The successful vendor will be expected to use the same methods to calculate commissions.

Description	Amount
Gross Collect Call Revenue	\$25,000
Gross PrePaid Collect Revenue	\$15,000
Gross Debit Revenue	\$ 5,000
Total Revenue	\$45,000
Cost of Phone Lines & Transport	\$ 1,900
Cost of System & Maintenance	\$ 2,000
Cost of Unbillable Calls	\$ 900
Cost of Bad Debt	\$ 3,950
Cost of Billing & Collection	\$ 1,250
Commission Amount Due for Sample Month based on Proposed Commission Percentage (Exact check amount)	\$ _____

By submitting this proposal, _____ (enter vendor company name) commits to pay commissions on every answered and accepted collect, prepaid collect (aka advance paid, direct billed), prepaid debit card and debit card call. If a call results in a charge to the called party or inmate, regardless of type, it will earn commission. No deductions will be made for any cost associated with providing the proposed system. No deductions will be made for unbillable calls, uncollectible calls or bad debt. _____ (vendor name) understands that any violation of the above will equate to contract default and grounds for contract termination. This form, in its entirety, must become part of any contract resulting from this bid process.

Signed: _____

Title: _____

Date: _____

COUNTY OF WEBB

Terms and Conditions of Invitations for Bids/Proposals

1. GENERAL CONDITIONS:

Proposers/Bidders are required to submit their proposals upon the following expressed conditions:

- (A) Proposers shall thoroughly examine the scope of work and layouts, instructions and all other contract documents.
- (B) Proposers shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of materials and equipment as required by the bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure to fulfill in every detail the requirements of the contract documents of the County or the compensation of the vendor.
- (C) Proposers is advised that all County contracts are subject to all legal requirements provided for in county, state and federal statutes and regulations.

2. PREPARATION OF BIDS/PROPOSALS:

Proposals will be prepared in accordance with the following:

- (A) Unit prices shall be shown and where there is an error in extension of prices, the unit price shall govern.
- (B) Alternate bids will not be considered unless specifically requested within the proposal package.
- (C) Proposed Period of Performance (POP) must be shown and shall include Sundays and holidays.
- (D) Bidders will not include Federal taxes or State of Texas limited sales excise and use taxes in bid prices since the County of Webb is exempt from payment of such taxes. An exemption certificate will be signed where applicable upon request.

3. DESCRIPTION OF SUPPLIES:

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to

indicate type and quality of material. Bidders are required to state exactly what they intend to furnish otherwise they shall be required to furnish the items as specified.

4. SUBMISSION OF BIDS/PROPOSALS:

- (A) Bids/Proposals and changes thereto shall be enclosed in sealed envelopes addressed to the Webb County Clerk. The name and address of the bidder, the date of the proposal opening and the material or service bid on shall be placed on the outside of the envelope.
- (B) Bids/Proposals must be submitted in the forms furnished. Electronic bids/proposals will not be considered. Bids/Proposals, however, may be modified by written notice provided such notice is received at the County Clerk's Office before the time and date set for the proposal opening.
- (C) Samples, when required, must be submitted within the time specified, at no expense to the County of Webb. If not destroyed or used up during testing, samples will be returned upon request at the proposer expense.

5. REJECTION OF BIDS/PROPOSALS:

- (A) The Purchasing Agent may reject a bid/proposal if it is deemed to be non responsive and/or provided by not responsible bidder/proposer.
- (B) No bid/ proposal submitted herein shall be considered if the proposer owes any delinquent taxes to the County of Webb at the time proposals are opened. In the event that the successful proposer herein subsequently becomes delinquent in the payment of his or its County taxes, such fact shall constitute grounds for cancellation of the contract.
- (C) No bid/proposal submitted herein shall be considered unless the bidder/proposer warrants that upon execution of a contract with the County of Webb, the bidder/ proposer will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, sex, creed, disability, or national origin and will submit such report as the County may thereafter require to assure compliance.
- (D) The County may, however, reject all proposals whenever it is deemed in the best interest of the County to do so, and may reject any part of a bid. County may also waive any minor informalities or irregularities in any bid.

6. WITHDRAWAL OF BIDS/PROPOSALS:

Bids/Proposals may not be withdraw after the closing time and date.

7. LATE BIDS/PROPOSALS OR MODIFICATIONS:

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

8. CLARIFICATIN OR OBJECTION TO PROPOSAL SPECIFICATIONS:

If any person contemplating submitting a proposal for this contract is in doubt as to the true meaning of the specifications, or other bid/proposal documents or any part thereof, the bidder/proposer may submit to the Purchasing Agent on or before five days prior to scheduled opening a request for clarification. All such requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of Webb County proposal package specification instructions, if made, will be made only by Addendum duly issued. A copy of such Addendum will be posted on the web-site and email to the vendors list that have received email copy of package. The County will not be responsible for any other explanation or interpretation made or given prior to the award of the contract. Any objections to the specifications and requirements as set forth in this proposal must be filed in writing with the Purchasing Agent on or before five days prior to the scheduled opening.

Where there is a question that will not lead to an addendum, the questions will be made in writing to the Purchasing Department. The answer will be in writing posted on the website for everyone to receive the same response.

9. DELINQUENT TAXES:

All vendors seeking to do business with Webb County must owe no delinquent taxes to the County. Attestation of owing no delinquent taxes will be required. If a vendor owes taxes to Webb County, those taxes should be paid before submitting a proposal.

10. AWARD OF CONTRACT:

- (A) The contract will be awarded to the best qualified according to the bid/proposal criteria and a written award letter will be issue.
 - (1) Award of a bid/proposal requires formal approval by the Commissioners Court.
 - (2) Bid/Proposal contract must also be approved by the Commissioners Court.
 - (3) The written notice to proceed will be for construction contracts provided after all contract documents are signed.

- (D) Prices must be quoted F.O.B. Webb County with all transportation charges prepaid, unless otherwise specified in the Invitation for Bids/Proposals.
- (E) Delivery time will be considered in breaking of tie proposals.
- (F) Period of Performance will commence with written Notice to Proceed.

11. BID BOND

A bid bond in the amount of 5% of the Bid/Proposal issued by an acceptable surety company shall be submitted with each bid. A certified check or Bank Draft payable to the Webb County may be submitted in lieu of the Bid Bond. All such bonds, cashier checks shall be drawn payable to Webb County.

12. PERFORMANCE AND PAYMENT BOND

A Performance Bond is require for **construction work** if the contract is in excess of \$100,000; and a Payment Bond is require if the **construction contract** is in excess of \$25,000. The requirement is for all prime contractors which enter into a formal contract with the State, any department, board, agency, municipality, county, school district or any division or subdivision. The failure of the successful bidder/proposer to execute the agreement and supply the required bonds within ten (10) days **after** the award or within such extended period as Webb County may grant, shall constitute a default and Webb County may, at its option either award the contract to next lowest responsible bidder, or re-advertise for bids/proposals. In either case, Webb County may charge against the bidder the difference between the amount of the bid, and the amount for which a contract is subsequently executed irrespective of whether this difference exceeds the amount of the bid bond. If a more favorable bid is received through re-advertisement, the defaulting bidder shall have no claim against Webb County for a refund.

13. WORKERS' COMPENSATION INSURANCE COVERAGE:

The Workers' Compensation Commission has adopted Rule 110.110 effective with all bids advertised after September 1, 1994. The TWCC has stated that it is aware that a statutory requirement for workers' compensation insurance coverage is not being met. Therefore, Rule 110.110 requires that all bidders be covered under workers' compensation insurance to achieve compliance from both contractor(s) and governmental entities. **Attachment A** is provided in accordance with the requirements on governmental entities. Please read carefully and prepare your bid in full compliance to TWCC Rule 110.110. Failure to provide the required certificates upon submission of a bid could result in your bid being declared non-responsive.

14. REFERENCES:

Webb County requires proposer to supply with this proposal, a list of at least three (3) references where like services have been supplied by their firm. Include name of firm, address, telephone number and name of representative.

15. STATEMENTS:

No oral statement of any person shall modify or otherwise change, or affect the terms conditions, plans and/or specifications stated in the bid/proposal packages.

16. ETHICS:

The proposer shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, of the Webb County Purchasing Department.

17. PROPRIETARY INFORMATION:

All materials submitted to the County become public property and are subject to the Texas Open Records Act upon receipt. If a proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary a time of submittal. The County will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

Webb County

Conflict of Interest Disclosure

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of Webb County no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. The questionnaire may be viewed and printed by following the link before:

By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

The Webb County Officials who come within Chapter 176 of the Local Government Code relating to filing of Conflict of Interest Questionnaire (Form CIQ) include:

1. Webb County Judge Danny Valdez
2. Commissioner Mike Montemayor
3. Commissioner Rosaura "Wawi" Tijerina
4. Commissioner John Galo
5. Commissioner Jaime Canales
6. Judge Joe Lopez, Chairman, 49th Judicial District
7. Judge Becky Palomo, 341st Judicial District
8. Judge Monica Notzon, 111th Judicial District

Please send completed forms to the Webb County Clerk's Office located at 1110 Victoria, Suite 201, Laredo, Texas 78040.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

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

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

OFFICE USE ONLY

Date Received

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

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

 Name of Officer

This section (Item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4

 Signature of person doing business with the governmental entity

 Date

CERTIFICATION
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY
EXCLUSION FOR COVERED CONTRACTS

PART A.

Federal Executive Orders 12549 and 12689 require the Texas Department of Agriculture (TDA) to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification the potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, or the TDA may pursue available remedies, including suspension and/or debarment.
2. The potential contractor will provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract", "debarred", "suspended", "ineligible", "participant", "person", "principal", "proposal", and "voluntarily excluded", as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it will not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, and/or the TDA, as applicable.

Do you have or do you anticipate having subcontractors under this proposed contract?

Yes

No

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must, at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United States Department of Agriculture, or other federal department or agency, as applicable, and/or the TDA may pursue available remedies, including suspension and/or debarment.

PART B. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Indicate in the appropriate box which statement applies to the covered potential contractor:

- The potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency or by the State of Texas.
- The potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Contractor	Vendor ID No. or Social Security No.	Program No.

Signature of Authorized Representative

Date

Printed/Typed Name and Title of
Authorized Representative

CERTIFICATION REGARDING FEDERAL LOBBYING
(Certification for Contracts, Grants, Loans, and Cooperative Agreements)

PART A. PREAMBLE

Federal legislation, Section 319 of Public Law 101-121 generally prohibits entities from using federally appropriated funds to lobby the executive or legislative branches of the federal government. Section 319 specifically requires disclosure of certain lobbying activities. A federal government-wide rule, "New Restrictions on Lobbying", published in the Federal Register, February 26, 1990, requires certification and disclosure in specific instances.

PART B. CERTIFICATION

This certification applies only to the instant federal action for which the certification is being obtained and is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$100,000 for each such failure.

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

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with these federally funded contract, subcontract, subgrant, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. (If needed, contact the Texas Department of Agriculture to obtain a copy of Standard Form-LLL.)

3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all covered subrecipients will certify and disclose accordingly.

Do you have or do you anticipate having covered subawards under this transaction?

- Yes
 No

Name of Contractor/Potential Contractor	Vendor ID No. or Social Security No.	Program No.

Name of Authorized Representative	Title

Signature – Authorized Representative

Date

PROOF OF NO DELINQUENT TAXES OWED TO WEBB COUNTY

Name _____ owes no delinquent property taxes to Webb County.

_____ owes no property taxes as a business in Webb County.
(Business Name)

_____ owes no property taxes as a resident of Webb County.
(Business Owner)

Person who can attest to the above information

*** SIGNED NOTORIZED DOCUMENT AND PROOF OF NO DELINQUENT TAXES TO WEBB COUNTY.**

The State of Texas
County of Webb

Before me, a Notary Public, on this day personally appeared _____, know to me (or proved to me on the oath of _____ to be the person whose name is subscribed to the forgoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this ____ day of _____ 2013.

Notary Public, State of Texas

(Print name of Notary Public here)

My commission expires the ____ day of _____ 20__.

Proposer Information

Name of Proposer: _____

Address: _____

Phone: _____

Email Address: _____

Signature of Person Authorized to Sign Proposal:

Signature

Print Name

Title

Indicate status as to "Partnership", "Corporation", "Land Owner", etc.

(Date)

Note:

All submissions relative to these Proposals shall become the property of Webb County and are nonreturnable.

If any further information is required please call the Webb County Purchasing Agent, Dr. Cecilia May Moreno, at (956)523-4125 or Administrative Assistant, Leticia Gutierrez, at (956)-523-4127.

References

Name of Firm	Address	Phone	Name of Contact