



Limestone County Jail
Groesbeck, Texas

Request for Proposals
Inmate Phones, and Related
Services

April 2025

Request for Proposals
By
Limestone County
912 Tyus St.
Groesbeck, TX 76642
For
Inmate Phones, Video Visitation, Mail, and Related Services

1. INTRODUCTION

GENERAL INFORMATION

The Limestone County Sheriff's Office is seeking a contract with a vendor to provide phone service, to the inmates housed within the jail. It is our intention that this will be done via phones, kiosks, and/or tablets provided to the inmates by the vendor.

While the Limestone County Sheriff's Office realizes the vendor will be providing these services in order to generate revenue, we are also sympathetic to the fact that many of our inmates come from a lower socioeconomic background. As such, we expect the fees that the vendor charges both the inmate and the party they're contacting be reasonable, fair, and forthright (no hidden charges/fees). All fees must be clearly explained in the Vendor's proposal along with the commission to be paid to the Limestone County Sheriff's Office.

The Limestone County Jail's maximum housing capacity is 213 inmates. Current approximate housing levels have generally fluctuated between 135-150 inmates.

The term of the contract is to be five years (5) from date of award, after which the option to renew is up to three (3) additional one (1) year terms which will automatically renew unless either party notifies the other party in writing at least 90 days in advance of the expiration of the contract of its intent not to extend the agreement. The agreed upon commission rate shall remain fixed throughout the life of this contract unless the vendor and the Limestone County Sheriff's Office mutually agree to modify the commission during the life of the contract.

2. SCOPE OF SERVICES

1. Responsibility Criteria

- a. The vendor must demonstrate that they have the technical expertise, facilities, capabilities, and financial resources necessary to perform the work in a formal cover letter.
- b. The vendor must provide the Sheriff's Office with the name of at least three jails and/or prisons in which their services are currently being used. The vendor will include contact information from the jail administrator, prison warden, or designee with whom they work with at each facility. The listed facilities should be comparable in size to the Limestone County Jail.
- c. All vendors will provide proof of any license(s), certifications/classifications, and insurance in their proposal.
- d. The vendor must state that, if selected, they will furnish and install all equipment, cable, and wiring in compliance with all applicable codes and that all permits, and licenses required for installation will be obtained with no cost to Limestone County.
- e. The vendor will be required to assume prime vendor responsibility for the contract and will be the sole point of contact with regard to the systems, installation, maintenance, and training. The selected vendor will be required to assume responsibility for all services obtained under contracts resulting from this RFP, including any and all sub-contractors hired by the vendor.
- f. Vendors are cautioned to limit or avoid, if possible, proprietary trade secret information within the proposal. If the vendor deems it necessary to include such information in order to adequately respond to technical requirements, the vendor shall note the section as such and provide the information in a separate sealed envelope. Under no circumstances shall a vendor's entire proposal, rates, or offers be labeled as proprietary or confidential.
- g. Vendors must supply a list of any violations or fines by any state within the last 36 months relating to money transmission licensing. Any such violations may be cause for disqualification.

3. PROJECT DETAILS

1. System Requirements

- a. The system must use web-based software. A one sign-on username/password for employees for all systems is preferred.
- b. The system must not require an on-site server to store recorded data.
- c. The system must allow for restrictive permissions that limit individual or groups of inmates to access certain applications. The Sheriff's Office shall be able to set and adjust those restrictions.
- d. The system must allow administrative and investigative reports regarding inmate's activity on all phone systems.
- e. The communication software must not require any third-party software to be installed in order to operate the system.
- f. Any hardware used by the inmates must be hardwired using POE (power over ethernet) with no additional electrical needed.
- g. The vendor will provide their own internet connection.
- h. The vendor shall provide a secure Wi-Fi network which will not conflict with any existing Wi-Fi networks within the building. This network will be provided at no cost to the county, and the vendor will guarantee that it will function properly in all housing areas throughout the jail.
- i. The system also has to be interface with Inmate Trust Accounts and inmate Commissary Accounts at no cost to Limestone County.
- j. Has to be compatible with Jail Manage System- Tyler Technology
- k. Current contract expires July 28, 2025. New provider would take over contract July 29, 2025.

2. Phones

- a. Description of inmate telephone system features, including additional features that may be of interest to Limestone County.
- b. The phone system must be capable of handling collect, debit, and pre-paid calls.
- c. The system shall not accept incoming calls.
- d. Provide a rate table for all types of calls. Identify the current minimum and maximum rates that would apply to your offered inmate telephone service including the percentage of commission paid.
- e. List of available languages for communication with the users of the inmate telephone system. (English and Spanish required)
- f. Phone system's compliance with all ADA (American Disabilities Act) requirements.
- g. Phone system must clearly identify the caller as an inmate from the Limestone County Jail.

3. Digital Forms Requirements

- a. The proposed system must allow the inmates to securely submit any form/request electronically. These forms/requests will be available to the inmates at no cost.
- b. The proposed system must allow Sheriff's Office staff to create and/or customize the inmate request forms.
- c. The proposed system must allow Sheriff's Office staff to create notification groups of users to receive certain forms.
- d. The proposed system must allow Sheriff's Office staff to download and print any submitted form.
- e. The proposed system must allow Sheriff's Office staff to electronically send a response to the inmate.
- f. The proposed system must allow Sheriff's Office staff to restrict the quantity of forms an inmate can submit.

4. Other Services

- a. The vendor will list and describe any other services they offer. The Sheriff's Office will take these services into account when selecting a vendor.
- b. Examples of optional services include but are not limited to Educational Software, Life Skills Programs, or other Streaming Services such as movies, music, games, books, etc....
- c. If there is a fee for the service, it must be clearly identified. It must also be made clear who will be responsible for this fee; whether it is the inmate, their contact, or the Sheriff's Office.

5. System Maintenance

- a. The vendor shall be responsible for maintaining the system and ensuring its functionality. The vendor will describe its policies and procedures regarding service outages, damages, and system maintenance. Estimated response times and hours of technical assistance should be included.
- b. The vendor is responsible to offer any updates in software, equipment, and programming.

6. Customer Service

- a. The vendor shall provide customer service via a toll-free phone number to cover end-user inquiries regarding technical problems as well as account or billing issues 24/7.

7. Ownership

- a. All recordings, documentation, reports, data, forms, etc.... are the property of the Limestone County Sheriff's Office. They shall be provided to the Sheriff's Office by the vendor on a secure storage medium in a usable, searchable electronic format at no cost to the county at the termination of the contract.
- b. The aforementioned data will be easily available to the Sheriff's Office at no cost for a period of three years after the termination of the contract.

8. Money and Accounts

a. The vendor shall explain how inmates and their contacts will pay for any of the aforementioned services. All fees must be clearly outlined so all costs to the inmate and their contacts will be transparent. Fees must be reasonably related to the cost of providing the service and take into account the ability of the inmate population to reasonably afford them. As such, fees should primarily be linked to optional services and not to core functions. Any increase in fees to inmates or their contacts during the term of the contract will be subject to review by the Sheriff's Office

b. The vendor will pay the Limestone County Sheriff's Office their commission, if any, monthly. The vendor will also provide the Sheriff's Office with a monthly financial report. This report shall include total revenue by category of purchases as well as the county's share of the revenue. The Sheriff's Office reserves the right to audit and verify the vendor's records. The County also reserves the right to waive its share of revenue in return for reduced costs to inmates or their contacts and/or as credit towards additional equipment or services for inmate programs.

4. IMPLEMENTATION

1. Risk of Loss

The risk of loss and/or damage of the vendor's equipment will be fully assumed by the vendor during shipment, unloading, and installation.

2. Delivery, Unloading, and Installation

The vendor must provide transportation to and unloading of all equipment at the Limestone County Jail. Limestone County will not be responsible for any charges related to packaging, delivery, or storage of equipment or materials required for proper implementation of the required services. All packing crates, boxes, paper, packing materials, and all other such extraneous material shall be removed from the premises by the vendor at the vendor's expense.

The vendor shall be completely responsible for all equipment and services, including those of any sub-contractors they choose to use. Installation of the system shall be at the awarded vendor's expense, as will removal of same upon cancellation or completion of the contract.

3. Implementation Plan

Vendors must submit with their proposal a detailed implementation plan that indicates the time and activities required for installation, utility coordination, training, and testing for both the new facility under construction and the current facility. The system must be installed in a manner and under a time-frame designed to minimize disruption of the normal functions and security of the Limestone County Jail.

4. Training

The vendor will provide Sheriff's Office staff with on-site, hands-on training regarding the features and usage of the system to the Sheriff's Office at no cost. Training will occur prior to implementation of the system as well as before or immediately after any upgrades to the system during the life of the contract.

5. System Acceptance

System acceptance shall be determined by a consecutive thirty (30) day period during which the system must function error free.

5. PROPOSAL PROCEDURES

5.1 ANTICIPATED PROPOSAL SCHEDULE

RFP Issued	Date: April 22, 2025
Deadline for submitting questions	Date: May 9, 2025 @ 10 a.m.
RFP DUE DATE	Date and Time: May 14, 2025 @ 3:00p.m.
Method and deadline of submittal	May 14 Sealed Envelope to Auditors Office
On-site Interviews (if needed)	TBD
Anticipated award	Date: May 27, 2025
Anticipated Installation date	Date: July 29, 2025

5.2 INQUIRIES AND ADDENDA

All inquiries concerning this project or the scope of work must be made no later than May 9, 2025 and should be directed to Sheriff Murray Agnew at 254-729-3278 or magnew@co.limestone.tx.us

5.3 SUBMISSION OF PROPOSALS

Submissions must be received by **May 14, 2025 by 3:00 p.m.** at Limestone County Auditor's Office, 200 West State Street Suite 301. Groesbeck, TX 76642. Envelopes must be marked "Proposal on Inmate Telephone License" and sealed. An original on a flash drive and four (4) binded copies must be submitted.

5.4 PROPOSAL REQUIREMENTS

In order to be considered responsive, each proposal must contain the following elements:

- A cover letter which clearly identifies the vendor's name and address as well as a principal contact including telephone number and email address.
- A description of the key staff who will be involved in the project, including their experience and their ability to take on this project.
- A description of the vendor's work plan and draft project schedule to meet the County's goals and the scope of work, including any commitments the County needs to be prepared to make.
- References for 3 projects of similar size and scope undertaken for comparable communities. Each reference should include the date of the project and contact information for someone who can speak knowledgeably about the vendor's work.
- A copy of the acknowledgement form attached as Appendix A to this Request for Proposals.

5.5 EFFECTIVE PERIOD OF PROPOSALS

All proposals must remain valid for 90 days after the proposal due date.

5.6 EVALUATION AND AWARD CRITERIA

Selection of a vendor for Limestone County shall not be made on the basis of price alone, but according to evaluation of the best overall proposal determined according to the following criteria:

- A) Compliance with requirements of this Request for Proposals, including evidence of understanding of the County's needs and the vendor's proposed approach.
- B) Price for Services.
- C) Capacity of the firm to deliver the proposed scope of services within a reasonable time frame.
- D) Vendor qualifications, including the vendor's past experience and performance on similar engagements.
- E) The quality of the vendor's professional personnel to be assigned to the engagement and the quality of the vendor's management support personnel to be available for technical consultation.
- F) Value of services provided to assist staff and inmates

The County has delegated a team of staff to review each proposal. After this review, staff will make a recommendation for consideration of County Commissioners' court to approve.

6. OTHER INFORMATION

6.1 REJECTION RIGHTS

The Limestone County Board of Commissioners reserves the right to reject any and all submittals for business reasons and reserves the right to resolicit proposals or change the closing date for any such business reason.

6.2 ANTI-DISCRIMINATION CLAUSE

Limestone County is an equal opportunity employer and will not discriminate against any proposer because of race, color, religion, sex, sexual orientation, gender identity or national origin. Any person or group which enters into a contract with the County must agree to comply with any and all applicable federal and state laws regarding the prohibition of discrimination. All vendors, by submitting a proposal, shall accept the affirmative duty to ascertain and comply with such laws.

6.3 COST OF PREPARATION

No reimbursement will be made for any costs incurred prior to a formal notice to proceed under an appropriately executed contract.

6.4 PUBLIC INFORMATION

All information submitted by any vendor in response to this Request will be considered public information on and after the date that the County awards a contract or rejects all submittals.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY

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

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

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

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

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address _____, _____, _____, _____, _____.
 (street) (city) (state) (zip code) (country)

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
 (month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

PLEASE NOTE CAREFULLY

THESE ARE THE ONLY APPROVED INSTRUCTIONS FOR USE ON YOUR INVITATION TO BID.

ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF BID. ANY EXCEPTION THERETO MUST BE IN WRITING.

1. EACH BID SHALL BE PLACED IN A SEPARATE SEALED ENVELOPE COMPLETELY AND PROPERLY IDENTIFIED. Bids must be in the Limestone County Auditor's Office NO LATER than the hour and date specified. The date and time on the time clock in the County Auditor's Office is considered the OFFICIAL TIME.
2. LATE bids properly identified will be returned to the bidder UNOPENED. Late bids/emailed bids will not be considered under any circumstances.
3. QUOTE F.O.B. destination. If otherwise, show exact cost to deliver. Bid unit price on quantity specified - extend and show total. In case of errors in extension, UNIT price shall govern. Bids subject to unlimited price increase not considered.
4. Bids MUST give full firm name and address of bidder. Failure to manually sign bid will disqualify it. Person signing bid should show TITLE OR AUTHORITY TO BIND HIS FIRM IN A CONTRACT. BIDDER MUST RETURN ATTACHED AFFIDAVIT, SIGNED AND NOTARIZED WITH HIS/HER BID FOR IT TO BE CONSIDERED.
5. Bids CANNOT be altered or amended after opening time. Any alterations made before opening time must be initialed by bidder or his authorized agent. No bid can be withdrawn after opening time without approval of Commissioners' Court based on a written acceptable reason.
6. The County is exempt from Federal Excise Tax. DO NOT INCLUDE TAX IN BID.
7. Any catalog, brand name or manufacturers reference used in bid invitation is descriptive - NOT restrictive - it is to indicate type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than reference specifications, bid must show manufacturer, brand or trade name, lot number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete description should be made part of the bid. If bidder takes no exception to specifications or reference data, he/she will be required to furnish brand names, numbers, etc., as specified.
8. Samples, when requested, must be furnished free of expense to the County. If not destroyed in examination, they will be returned to the bidder, on request, at his expense. Each sample should be marked with bidder's name and address, and County bid number. DO NOT ENCLOSE OR ATTACH SAMPLE TO BID.
9. DELIVERY: Bid must show number of days required to place material in receiving agency's designated location under normal conditions. Failure to state delivery time obligates bidder to complete delivery in 14 calendar days. A five-day difference in delivery promise may break a tie bid. Unrealistically short or long delivery promises may cause bid to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from bid list. See 10 below.

10. If delay is foreseen, contractor shall give written notice to County Auditor. The County has the right to extend delivery date if reasons appear valid. Contractor must keep County advised at all times of status of order. Default in promised delivery (without acceptable reasons) or failure to meet specifications, authorizes the County to purchase supplies elsewhere and charge full increase in cost and handling to defaulting contractor.
11. All items bid shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated in bid invitation. Verbal agreements to the contrary will not be recognized. All materials and services shall be subject to Purchaser's approval. Unsatisfactory material will be returned at Seller's expense.
12. Inquiries pertaining to bid invitations must give BID number, commodity and opening date.
13. NO substitutions or cancellations permitted without written approval of Commissioners' Court.
14. The County reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to the lowest responsible bidder. The County of Limestone reserves the right to award by item or by total bid, prices should be itemized.
15. Delivery shall be made during normal working hours only, 8:00 a.m. - 5:00 p.m. unless otherwise noted in bid specifications.
16. Consistent and continued tie bidding could cause rejection of bids by County and/or investigation and anti-trust violations.
17. The contractor agrees to protect the County from claims involving infringement of patents or copyrights.
18. This is a quotation inquiry only and implies no obligation on the part of Limestone County.
19. Certificate of Liability Insurance must be submitted with bid.
20. The Conflict of Interest Questionnaire form must be submitted with bid. (see attached instructions)
21. The selected bidder will be required to file the required disclosures with the Texas Ethics Commission pursuant to HB 1295 before the bid is considered final. (see attached instructions)

FIRM _____ BY _____

ADDRESS _____ PHONE _____

AFFIDAVIT

The undersigned certifies that the bid prices contained in this proposal have been carefully checked and are submitted as correct and final and if bid is accepted, agrees to furnish any and/or all items upon which prices are offered, at the price(s) and upon the conditions contained in the specifications. The period of acceptance in this bid proposal will be ____ calendar days (30 calendar days unless a different period is inserted by bidder) after the bid opening date.

STATE OF TEXAS

COUNTY OF

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____ who, having first been duly sworn, upon oath did depose and say:

That the foregoing proposal submitted by _____ herein called "Bidder" is the duly authorized agent of said company and that the person signing said proposal has been duly authorized to execute the same; that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder or to any person or person engaged in this type of business prior to the official opening of this bid. And further, that the Manager, Secretary, or Officer signing this bid is not and has not been for the past six months directly or indirectly concerned in any pool or agreement or combination to control the price of Supplies, Services, or Equipment bid on, or to influence any person to bid or not to bid thereon.

Name and Address of Bidder:

Signature:

Title:

Telephone:

Sworn to and subscribed before me this ____ day of _____, 20____ .

_____ Notary Public in and for the State of Texas

Awarded in Open Court this ____ day of _____, 20____ .

Richard Duncan, Limestone County Judge

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

Yes No

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

Yes No

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

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

7

Signature of vendor doing business with the governmental entity

Date

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

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

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

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

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

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

(2) the vendor:

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

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

or

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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