



**\*\*Addendum 2, 3/26/24  
Fort Bend County, Texas  
Request for Proposals**



***Term Contract for Inmate Technology Systems  
RFP 24-044***

**SUBMIT SEALED PROPOSALS TO:**

Fort Bend County  
Purchasing Department  
Travis Annex  
301 Jackson, Suite 201  
Richmond, TX 77469

Note: All correspondence must include the term  
“Purchasing Department” in address to assist in  
proper delivery

**\*\*SUBMIT NO LATER THAN:**

**\*\*Tuesday, April 9 2 ~~March 26~~, 2024  
2:00 PM (Central)**

**LABEL SEALED ENVELOPE/BOX:**

**RFP 24-044  
INMATE TECHNOLOGY**

***ALL RFPs MUST BE RECEIVED IN AND TIME/DATE STAMPED BY THE PURCHASING OFFICE  
OF FORT BEND COUNTY ON OR BEFORE THE SPECIFIED TIME/DATE STATED ABOVE.***

***RFPs RECEIVED AS REQUIRED WILL THEN BE OPENED AND NAMES PUBLICLY READ.***

***RFPs RECEIVED AFTER THE SPECIFIED TIME, WILL BE RETURNED UNOPENED.***

Result will be provided, upon request,  
after final agreement is approved by  
Commissioners Court.

Requests for information must be in  
writing and directed to:  
Cheryl Krejci, CPPB  
Assistant County Purchasing Agent  
[Cheryl.Krejci@fortbendcountytx.gov](mailto:Cheryl.Krejci@fortbendcountytx.gov)

**Vendor Responsibilities:**

- Download and complete any addendums. (Addendums will be posted on the Fort Bend County website no  
Later than 48 hours prior to bid opening)
- Submit response in accordance with requirements stated on the cover of this document.
- DO NOT submit responses via email or fax.



**COUNTY PURCHASING AGENT**  
Fort Bend County, Texas

**Vendor Information**

Jaime Kovar  
Purchasing Agent

Office (281) 341-8640

Legal Company Name (top line of W9)				
Business Name (if different from legal name)				
Type of Business	Corporation/LLC Sole Proprietor/Individual	Partnership Tax Exempt	Age in Business?	
Federal ID # or S.S. #	SAM.gov Unique Entity ID #			
SAM.gov CAGE / NCAGE				
Publicly Traded Business	___ No      ___ Yes Ticker Symbol _____			
Remittance Address				
City/State/Zip				
Physical Address				
City/State/Zip				
Phone Number				
E-mail				
Contact Person				
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise ___	<b>Certification #</b> _____	<u>Cert Date</u>	<u>Exp Date</u>
	SBE-Small Business Enterprise ___	<b>Certification #</b> _____	_____	_____
	HUB-Texas Historically Underutilized Business ___	<b>Certification #</b> _____	_____	_____
	WBE-Women's Business Enterprise ___	<b>Certification #</b> _____	_____	_____
Company's gross annual receipts	<\$500,000 _____	\$500,000-\$4,999,999 _____		
	\$5,000,000-\$16,999,999 ___	\$17,000,000-\$22,399,999 _____	>\$22,400,000 _____	
NAICs codes (Please enter all that apply)				
Signature of Authorized Representative				
Printed Name				
Title				
Date				

**THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE**

## **1.0 INTRODUCTION:**

Fort Bend County, Texas (hereafter referred to as the “County”) seeks Proposals (“Proposals”)(“RFP”) from qualified firms (“Respondent”) who can provide an inmate phone system, video visitation system, inmate tablet system, multi-function inmate kiosks with a variety of software applications, and a monetary transaction kiosk solution for the public lobby and inmate booking areas (“Project”) at the Fort Bend County Jail (“Facility”), in accordance with the terms, conditions and requirements set forth in this Request For Proposals.

## **2.0 GUIDELINES:**

By virtue of submitting a proposal, interested parties are acknowledging:

- 2.1 The County reserves the right to reject any or all proposals if it determines that select proposals are not responsive to the RFP. The County reserves the right to reconsider any proposal submitted at any phase of the procurement. It also reserves the right to meet with select Respondents at any time to gather additional information. Furthermore, the County reserves the right to delete or add scope up until the final contract signing.
- 2.2 All Respondents submitting proposals agree that their pricing is valid for a minimum of ninety (90) days after proposal submission to the County. Furthermore, the County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, proposal prices shall not include taxes.
- 2.3 This Proposal does not commit the County to award nor does it constitute an offer of employment or a contract for services. Costs incurred in the submission of this proposal, or in making necessary studies or designs for the preparation thereof, are the sole responsibility of the Respondents. Further, no reimbursable cost may be incurred in the anticipation of award. Proposals containing elaborate artwork, expensive paper and binding and expensive visual or other presentations are neither necessary nor desired.
- 2.4 In an effort to maintain fairness in the process, all inquiries concerning this procurement are to be directed only to the County’s Purchasing Agent in writing. Attempts to contact any members of the County’s Commissioners’ Court or any other County employee to influence the procurement decision may lead to immediate elimination from further consideration.
- 2.5 When responding to this Proposal, follow all instructions carefully. Submit proposal contents according to the outline specified and submit all hard copy and electronic documents according to the instructions. Failure to follow these instructions may be considered a non-responsive proposal and may result in immediate elimination from further consideration.

### 3.0 PROPOSAL CONTACT:

This Proposal is being issued by the County Purchasing Agent on behalf of Fort Bend County, Texas. Thus, responses should be directed to the Purchasing Agent, as outlined below. **Respondents are specifically directed NOT to contact any County personnel for meetings, conferences or technical discussions that are related to this Proposal other than specified herein. Unauthorized contact of any County personnel will likely be cause for rejection of the Respondent's proposal. All communications regarding the Proposal shall be directed to the County's Proposal Contact.** Communication with the Proposal Contact is permitted via email or written correspondence.

#### PROPOSAL CONTACT:

Cheryl Krejci, CPPB  
Assistant County Purchasing Agent  
Fort Bend County Travis Annex  
301 Jackson, Suite 201  
Richmond, Texas 77469  
[Cheryl.Krejci@fortbendcountytexas.gov](mailto:Cheryl.Krejci@fortbendcountytexas.gov)

#### \*\*4.0 SUBMISSION REQUIREMENTS:

- \*\*4.1 Submission requirements: one (1) original proposal, six (6) paper copies, and one (1) electronic response on a labeled flash drive are required by RFP opening time of **2:00 PM on Tuesday, April 9 2 March 26, 2024**. Flash drive must contain only one (1) file in PDF format and must match written/original/paper response identically. Failure to provide as stated herein is cause for disqualification. Proposal shall be submitted to the address shown below. Proposal shall be signed by a person having the authority to bind the firm in a contract.

Fort Bend County  
Purchasing Department  
2024  
301 Jackson, Suite 201  
Richmond, Texas 77469

Proposal Number: R24-044  
\*\*Due Date: Tuesday, April 9 2 March 26,  
Time: 2:00 PM (CST)  
For: Inmate Technology System Services

- 4.2 Respondents may submit their proposal any time prior to the Opening Date and time. The Respondent's name and address as well as a distinct reference to the Proposal number above shall be marked clearly on the submission. All proposals are time-stamped upon receipt and are securely kept, unopened, until the Opening Date. No responsibility will attach to the County, or any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open a proposal not properly addressed and identified. No oral, telegraphic, telephonic, or facsimile proposals will be considered.

- 4.3 Proposals may be modified or withdrawn prior to the established opening date by delivering written notice to the proposal contact. Any alteration made prior to opening date and time shall be initialed by the signer of the proposal, guaranteeing authenticity.
- 4.4 Proposals time-stamped after the due date and time will not be considered and will be returned to the Vendor unopened. Regardless of the method used for delivery, respondents shall be wholly responsible for the timely delivery of submitted proposals.
- 4.5 The Respondent's name and address shall be clearly marked on all copies of the proposal.

**5.0 MANDATORY PRE-RFP CONFERENCE:**

A pre-RFP conference will be conducted on **Tuesday, March 12, 2024 at 9:00AM (CST)** at the Fort Bend County Sheriff's Office, 1410 Richmond Parkway, Richmond, TX 77469. A site visit will immediately follow. Due to the nature of this project, the pre-RFP conference is **MANDATORY**. It is necessary for all interested vendors to view the site. This is the only date and time vendors will be permitted to view the site.

**6.0 INTERPRETATIONS, DISCREPANCIES, AND OMISSIONS:**

- 6.1 It is incumbent upon each potential Respondent to carefully examine these specifications, terms, and conditions. Should any potential Respondent find discrepancies, omissions or ambiguities in this Proposal, the Respondent shall at once request in writing an interpretation from the County's Proposal Contact. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing via e-mail only to the County's Proposal Contact, as specified in Section 3.0. Deadline for submission of questions and/or clarification is no later than **Monday, March 18, 2024 at 9:00 AM. (central)**. Requests received after the deadline will not be responded to due to the time constraints of this Proposal process.
- 6.2 The issuance of a written addendum is the only official method by which interpretation, clarification or additional information will be given by the County. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarification will be without legal effect. If it becomes necessary to revise or amend any part of this Proposal, notice will be given by the County Purchasing Agent to all prospective Respondents who were sent a Proposal. The Respondent in their proposal shall acknowledge receipts of amendments. Each Respondent shall ensure that they have received all addenda and amendments to this Proposal before submitting their proposals.

**\*\*7.0 TENTATIVE PROCUREMENT SCHEDULE:**

Release of RFP:	March 3, 2024
Mandatory Pre-RFP and Site Visit:	March 12, 2024
Deadline for Questions:	March 18, 2024
**Submission Due Date:	April 9 <del>2 March 26</del> , 2024
**Evaluation of Submissions:	Week of April 22 <del>1</del> , 2024
**Commissioners Court Permission to Negotiate:	May 14 <del>April 9</del> , 2024
**Negotiations:	Beginning May 15 <del>April 10</del> , 2024
**Final Contract Approval Commissioners Court:	June 11 <del>May 14</del> , 2024

**8.0 TAX EXEMPT:**

Fort Bend County is exempt from state and local sales and use taxes under Section 151.309 of the Texas Tax Code. This project will be deemed a separate project for Texas tax purposes, and as such, Fort Bend County hereby issues its Texas Exemption for the purchase of any items qualifying for exemption under this project. Respondent is to issue its Texas Resale Certificate to vendors and subcontractors for such items qualifying for this exemption, and further, Respondent should state these items at cost.

**9.0 INCURRED COSTS:**

Those submitting proposals do so entirely at their expense. There is no expressed or implied obligation by the County to reimburse any individual or firm for any costs incurred in preparing or submitting proposals, for providing additional information when requested by the County or for participating in any selection interviews, including discovery (pre-contract negotiations) and contract negotiations.

**10.0 ACCEPTANCE:**

- 10.1 Submission of any proposal indicates a Respondent's acceptance of the conditions contained in this Proposal unless clearly and specifically noted otherwise in their proposal.
- 10.2 Furthermore, the County is not bound to accept a proposal on the basis of lowest price, and further, the County has the sole discretion and reserves the right to cancel this Proposal, to reject any and all proposals, to waive any and all informalities and or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the County's best interests. The County reserves the right to accept or reject any or all of the items in the proposal, and to award the contract in whole or in part and/or negotiate any or all items with individual Respondents if it is deemed in the County's best interest.
- 10.3 Although Fort Bend County desires to negotiate toward a contract with a selected Respondent, the Commissioners' Court may award the contract on the basis of the

initial proposals received, without discussions. Therefore, each initial proposal should contain the Respondent's best terms.

**11.0 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION:**

By submission of a proposal, each Vendor certifies, that in connection with this procurement:

- 11.1 The prices in this proposal have been arrived at independently, without consultation, communication, or agreement with any other Respondent; with any competitor; or with any County employee(s) or consultant(s) for the purpose of restricting competition on any matter relating to this Proposal.
- 11.2 Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Respondent and will not knowingly be disclosed by the Respondent prior to award directly or indirectly to any other Respondent or to any competitor; and;
- 11.3 No attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

**12.0 ASSIGNMENT:**

The Respondent may not sell, assign, transfer or convey the contract resulting from this Proposal, in whole or in part, without the prior written approval from Fort Bend County Commissioners' Court.

**13.0 CONFIDENTIAL MATTERS:**

- 13.1 All data and information gathered by the Respondent and its agents, including this Proposal and all reports, recommendations, specifications, and data shall be treated by the Respondent and its agents as confidential. The Respondent and its agents shall not disclose or communicate the aforesaid matters to a third party or use them in advertising, publicity, propaganda, and/or in another job or jobs, unless written consent is obtained from the County.
- 13.2 Proposals will only be publicly received and acknowledged only so as to avoid disclosure of the contents to competing Vendors and kept secret during negotiation. However, all proposals shall be open for public inspection after the contract is awarded. Trade secrets and any material that is considered to be confidential information contained in the proposal and identified by Respondent as such, will be treated as confidential to the extent allowable under the Texas Public Information Act.



**14.0 LIMITS OF SUBRESPONDENTS:**

- 14.1 The County has approval rights over the use and/or removal of all subcontractors and/or vendor(s). Respondents shall identify all subrespondents in their proposal and these subcontractors shall conform to all County policies regarding subcontractors.
- 14.2 Any dispute between the Respondent and subcontractor(s), including any payment dispute, will be promptly remedied by the Vendor. Failure to promptly remedy or to make prompt payment to the sub-respondent may result in the withholding of funds from the Vendor by the County for any payments owed to the subcontractor.

**15.0 JURISDICTION, VENUE, CHOICE OF LAW:**

This Proposal and any contract resulting there from shall be governed by and construed according to the laws of the State of Texas. Should any portion of any contract be in conflict with the laws of the State of Texas, the state laws shall invalidate only that portion. The remaining portion of the contract(s) shall remain in effect. Any lawsuit shall be governed by Texas law and Fort Bend County, Texas shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Proposal process and resulting Agreements.

**16.0 INDEPENDENT CONTRACTOR:**

The Respondent is an independent contractor and no employee or agent of the Respondent shall be deemed for any reason to be an employee or agent of the County.

**17.0 AMERICANS WITH DISABILITIES ACT (ADA):**

Proposals shall comply with all federal, state, county, and local laws concerning this type of products/service/equipment/project and the fulfillment of all ADA requirements.

**18.0 DRUG-FREE WORKPLACE:**

All Respondents shall provide any and all notices as may be required under the Drug-Free Workplace Act of 1988, 28 CFR Part 67, Subpart F, to their employees and all subrespondents to insure that the County maintains a drug-free workplace.

**19.0 TEXAS ETHICS COMMISSION FORM 1295:**

- 19.1 Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per the new Government Code Statute §2252.908. All firms submitting a response to a formal Bid, RFP, SOQ or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit:  
[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm).

19.2 On-line instructions:

19.2.1 Name of governmental entity is to read: Fort Bend County.

19.2.2 Identification number use: RFP 24-044.

19.2.3 Description is: Inmate Technology.

19.3 Highest evaluated respondent will be required to provide the Form 1295 within three (3) calendar days from notification. In the event the respondent does not provide the document in the stated time period the respondent's response will be marked as disqualified and the next highest evaluated respondent will be contacted.

**20.0 STATE LAW REQUIREMENTS FOR CONTRACTS:**

The contents of this section are required by Texas Law and are included by County regardless of content.

20.1 Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: Contractor verifies that if Contractor employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.

20.2 Texas Government Code Section 2251.152 Acknowledgment: By signature on vendor form, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

**21.0 HUMAN TRAFFICKING:**

By acceptance of this contract, Contractor acknowledges that Fort Bend County is opposed to human trafficking and that no County funds will be used in support of services or activities that violate human trafficking laws.

**22.0 INSURANCE:**

22.1 All respondents shall submit, with response, a current certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, respondents may submit, with response, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to Fort Bend County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the firm named therein, if successful, upon award of this Contract.

- 22.2 At contract execution, contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days prior At contract execution, contractor shall furnish County with properly executed certificates of insurance, which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:
- 22.2.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
  - 22.2.2 Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
  - 22.2.3 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
  - 22.2.4 Business Automobile Liability coverage with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.
  - 22.2.5 Cyber Liability insurance with limits not less than \$1,000,000. Such insurance may be included with Contractor's Professional Liability insurance policy.
- 22.3 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies including Workers' Compensation written on behalf of contractor, excluding Professional Liability, shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
- 22.4 If required coverage is written on a claims-made basis, the contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective

date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time that work under the agreement is completed.

### **23.0 INDEMNIFICATION:**

Respondent shall save harmless County from and against all claims, liability, and expenses, including reasonable attorney's fees, arising from activities of Respondent, its agents, servants or employees, performed under this agreement that result from the negligent act, error, or omission of Respondent or any of Respondent's agents, servants or employees.

- 23.1 Respondent shall timely report all such matters to Fort Bend County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide Fort Bend County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Fort Bend County required by Respondent in the defense of each matter.
- 23.2 Respondent's duty to defend indemnify and hold Fort Bend County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of any contract unless otherwise agreed by Fort Bend County in writing. The provisions of this section shall survive the termination of the contract and shall remain in full force and effect with respect to all such matters no matter when they arise.
- 23.3 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Respondent, Respondent shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Respondent are not at issue in the matter.
- 23.4 Respondent's indemnification shall cover, and Respondent agrees to indemnify Fort Bend County, in the event Fort Bend County is found to have been negligent for having selected Respondent to perform the work described in this request.
- 23.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.
- 23.6 Respondent shall cause all subcontractors who may have a contract to perform services under this request, to agree to indemnify Fort Bend County and to hold it harmless from all claims for bodily injury and property damage that may arise from said Respondent's operations. Such provisions shall be in a form satisfactory to Fort Bend County.
- 23.7 Loss Deduction Clause - Fort Bend County shall be exempt from, and in no way

liable for, any sums of money that may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Respondent and/or trade respondent providing such insurance.

**24.0 REQUESTED PRODUCTS AND SERVICES:**

The County requests a proposal for all of the below-listed products and services. The County is searching for a vendor that can provide a single interface to accommodate as many inmate communication products and services as possible. Respondent shall include each product and/or service in their response with a separate section for each product and/or service. Respondent shall clearly state whether they will provide each requested product and/or service with explanations for any unavailable products, services, or features. Individual Respondents will not be disregarded solely on their inability to provide a particular product and/or service. The County may exclude any individual product or service for which the County determines no acceptable response was received.

**25.0 SCOPE OF WORK:**

The purpose of this RFP is to make available to the designated inmate population access to a variety of technology products and services.

- 25.1 Inmate telephone system, inmate and public video visitation system, a wireless inmate tablet system, inmate multi-function kiosk solution, and a monetary acceptance kiosk solution will be installed and available based on schedules managed by the County.
- 25.2 Access to all systems will be supervised and monitored by County staff. Systems furnished shall be of advanced technology with state-of-the-art equipment provided.
- 25.3 The County requires a concession-type contract whereby the Respondent provides all inmate and public equipment and services without any cost to the County and pays an agreed-upon commission percentage of gross revenue generated from usage determined by the final contract.
- 25.4 With the exception of any wiring or cabling installed by the Respondent within walls, floors, or ceilings of facility structures, all equipment and software provided by the Respondent shall remain the property of the Respondent. All equipment and software provided, including any wiring or cabling installed by the Respondent within walls, floors, or ceilings of facility structures shall remain the responsibility of the Respondent for maintenance purposes.

**26.0 GENERAL INFORMATION:**

- 26.1 Respondent to provide data necessary for the evaluation of competitive proposals.
- 26.2 Services are to include: AIS (automated information service), Inmate Telephone Control System, Inmate Telephones, Public Telephones, Video Visitation Control

System, Inmate Video Visitation Terminals, Public Video Visitation Terminals, Remote Video Visitation Software and Applications, Inmate Tablet Control System, Inmate Tablets, Inmate Multi-Function Kiosk Control System, Inmate Multi-Function Kiosks, Inmate Multi-Function Kiosk Software and Applications, Monetary Transaction Acceptance Kiosk Control System or Integration, Monetary Transaction Acceptance Kiosk for Jail Lobby, and Monetary Transaction Acceptance Kiosk for Inmate Booking Area, Digital Mail Processing, Inmate Messaging, and Inmate Voice Mail.

- 26.3 County will demonstrate reasonable care but will not be liable in the event of loss, destruction, or theft of Respondent owned equipment, software, or technical literature to be delivered or to be used in the installation of deliverables. The Respondent is required to retain total liability for the system. At no time will County be responsible or accept liability for any Respondent owned items.
- 26.4 Respondent will assume prime contractor responsibility for the contract and will be the sole point of contact with regard to the system, installation, maintenance and training. Respondent required to assume responsibility for all services obtained under contracts resulting from this RFP.
- 26.5 Respondent must comply with any mandatory licensing requirement. Respondent must state that, if selected, will furnish and install all equipment, cable, miscellaneous hardware and materials in compliance with all applicable codes, whether local, state or federal, and that all permits or licenses required for installation will be obtained without cost to County.

**27.0 INDIVIDUAL UNIT REQUIREMENTS:**

- 27.1 The locations and number of individual units initially required are listed below but may need to be adjusted during the course of the contract to accommodate significant changes in inmate population. Respondent must agree to adjust the number of individual units or to relocate existing units as needed at no cost to the County. Additionally, individual unit requirements may vary based on the individual units' ability to perform multiple functions.

27.2 Facility list and number of individual units required:

Facility	Address	ADP	# Inmate Phones	# Public Phones	# Inmate VV Units	# Public VV Units	# Inmate Tablets	# Officer Tablets	# Multi-Function Kiosks	# Money Kiosks
Adult Detention Center	1410 Richmond Parkway, Richmond, TX 77469	900	See Exhibit 1							
Juvenile Detention Center	122 Golfview, Richmond, TX 77469	N/A	See Exhibit 2							

**28.0 TECHNICAL SPECIFICATIONS (TELEPHONES):**

28.1 Telephone service requirement: The system must be capable of providing local, inter-LATA, intra-LATA, and international telephone service to inmates.

28.2 Telephone hardware requirements:

28.2.1 Suitable for inmate environment: The Respondent is to provide telephones that are suitable for an inmate environment, meaning that telephones are equipped with durable housings and reinforced cords of a length determined by County which may vary based on installation location. Each telephone is to be a non-coin, “dumb” type unit that is tamper-resistant. Equipment must not contain any external removable parts.

28.2.2 Volume control: All inmate telephones will have adjustable volume control.

28.2.3 TDD/TTY compatible: Inmate telephones must be compatible with the use of TDD/TTY units that may be required for hearing impaired inmates.

28.3 Minimum technical requirements: The following items outline the minimum specifications required. Respondents are required to respond to each item, fully detailing and explaining how the system proposed will accomplish each specification.

28.3.1 Automated direct call processing: Only automated call processing of collect and pre-paid intra-LATA, inter-LATA, interstate, and prepaid international calls will be allowed. The system shall require a

positive acceptance by the called party. Only after positive acceptance will the inmate and the called party be allowed to talk. The system shall create and save a call detail record of all call attempts, whether accepted or rejected and the fate of the call shall be noted in the record.

28.3.2 Pre-Pay Calling Service: In addition to traditional collect call service, County requires that the Respondent provide pre-pay options for called parties. The pre-pay calling option must allow friends and family members (Users) the ability to establish an account directly with the Respondent. The Respondent to describe their proposed Pre-Pay Calling Option to include at a minimum their proposed approach to the following:

- Customer Service
- Payment/Account Replenishment Options and Methods
- Billing Options and Methods
- Balance Notification
- Supported Call Types (Local, IntraLata, etc.)

28.3.3 Real-Time Called Party Prepaid Account Set Up Method: At the time of an inmate's attempted collect call to a number that cannot receive collect calls (due to billing restrictions, cell phone, etc.), the system shall put the inmate on hold and offer the called party the option to set up a prepaid account using a credit or debit card. This payment method will allow the collect call that would have otherwise been blocked to be connected as soon as the account is set up. If the called party elects not to set up an account, the inmate is to be informed and the call attempt terminated.

28.3.4 International Calling: Respondents shall describe the system's method for the completion of international calls outside of the North America Dialing Plan.

28.3.5 User-Friendly Voice Prompts: The system shall provide an automated operator with friendly voice prompts that give information and instructions to both the inmate and the called party. The automated voice prompts must be capable of facilitating an inmate's call from off the hook to hang up. Explain the types of prompts available through the automated operator system.

28.3.6 Restricted Incoming Calls: The system shall restrict incoming calls, allowing outgoing calls only.

28.3.7 Call Restriction Capabilities: The system shall have the capability to restrict area code, exchange, single number or range of numbers. The



system shall disallow 800/900/information/operator call options. Prefixes such as 900, 950, 800, 888, 700, 976, 411, and 911 shall be automatically blocked. Calls to the operator through 0, 00, 10xxx, 950xxx, etc. shall be disallowed.

- 28.3.8 Name Recording Capability: The proposed Inmate Telephone System must have the capability to record the inmate's name either at the time they place their first (1<sup>st</sup>) call attempt or by the Respondent's provided administrative personnel. The inmate's recorded name must be stored by the Inmate Telephone System and utilized on all future call attempts in the announcement to the called party. The system must allow for the maintenance of such recorded names.
- 28.3.9 Disallowance of Chain Dialing and Secondary Dial Tones: The system shall disallow chain dialing and secondary dial tones. The inmate must hang up before dialing a new number.
- 28.3.10 Services for the Hearing Impaired: The system must be capable of providing telephone service, as well as call restrictions, for hearing impaired inmates using a TDD/TTY device. The system must also be capable of providing video relay services, as well as call restrictions, for hearing impaired inmates using a video relay device. The system must provide functionality that allows facility personnel to monitor and record-for-replay calls transmitted through both devices. The system should also have the capability to record the call and convert it to text so that it can be stored and reviewed via the inmate telephone system user interface. Explain how the proposed system meets these requirements.
- 28.3.11 Three-Way Calling Detection: The system must be able to detect, alert and mark (flag) three-way calling. Such detection of each three-way call attempt shall have the ability to mark (or flag) in the call detail record such call attempt as a fraudulent call attempt. The system shall monitor each line for events that appear to be a three-way call attempt from the called party.
- 28.3.12 Inmate Crime Tip Line: The system must provide a no-charge, speed-dial number that connects to a recorded message system that can be used by inmates to anonymously report criminal activity within the facility or to provide information related to criminal investigations.
- 28.3.13 Reverse Lookup: The system must provide, at no cost to the County, a mechanism for looking up the name and address of a called-to telephone number for a call in progress, a call attempt, or a completed call. Name and address information must be reported in text and

displayed on a map.

- 28.3.14 IVR: The proposed system must provide an automated answering service. Respondents must provide a solution for all incoming calls to a desired phone line. This service will provide assistance for general public callers with frequently asked questions. The Respondent will partner with the County on the necessary features, functionality and interface. There shall be no cost to the County for this feature.
- 28.3.15 Multi-Language Enabled: All systems should incorporate the ability to operate in as many language options as possible.
- 28.3.16 Flexible Account Funding: Inmates should have the ability to purchase all available services, including but limited to: phone time, e-message tokens or stamps, video visitation, e-cards, through a third party commissary application.

## **29.0 TECHNICAL SPECIFICATIONS (VIDEO VISITATION):**

- 29.1 Video visitation service requirement: The system must be capable of providing on-site and remote video visitation service. The system must be capable of retaining recorded video visits for a minimum of 60 days.
- 29.2 Video visitation hardware requirements:
  - 29.2.1 Suitable for inmate environment: The Respondent is to provide video visitation units that are suitable for an inmate environment, meaning that units are equipped with durable housings and reinforced cords of a length determined by County which may vary based on installation location. Each unit is to be tamper-resistant. Equipment must not contain any external removable parts.
  - 29.2.2 Volume control: All units will have adjustable volume control.
  - 29.2.3 Adjustable camera angle: All units will have cameras with adjustable angles to allow for short or tall inmates.
- 29.3 Minimum technical requirements: The following items outline the minimum specifications required. Respondents are required to respond to each item, fully detailing and explaining how the system proposed will accomplish each specification.
  - 29.3.1 Visitation processing: The Respondent is to provide a system that processes on-site and pre-paid remote visits automatically using a customizable scheduling function. County personnel must be able to override scheduling for on-demand visits as required. The system

shall require a positive acceptance by the inmate using an assigned PIN. Only after positive acceptance will the inmate and the visitor be allowed to talk. The system shall create and save a visit detail record of all visit attempts, whether accepted or rejected and the fate of the visit shall be noted in the record. County personnel should have the ability to extend the lengths of visits as required if scheduling conflicts do not exist.

- 29.3.2 Attorney Visitors: Approved professional/attorney visitors, under no circumstances, will be recorded or monitored. Describe in detail how the system will handle pre-approved professional visitors. Individual attorney visitors must be configurable for predefined visit durations as necessary.
- 29.3.3 Free Onsite and Remote Visits: The System shall have the capability to provide free onsite and remote visits to pre-approved visitors who serve a County function.
- 29.3.4 Visitation Networking Requirements: The Respondent is to provide a system that runs all visitation network traffic on a stand-alone network and does not compete for bandwidth with other features and services.
- 29.3.5 Inmate Initiated Visits: Inmate should have the ability to initiate visits to prequalified friends and family and pay for them via the visitation platform or via a third party commissary application.

### **30.0 TECHNICAL SPECIFICATIONS (TABLETS):**

- 30.1 Tablet service requirement: The system must be capable of providing wireless tablet services including multiple software applications.
  - 30.1.1 Tablet Ratio: The system must be able to handle a 1:1 tablet-to-inmate ratio.
  - 30.1.2 Tablet Administrator: Supply a full time, on premise, tablet administrator to coordinate and maintain a 1:1 table program.
- 30.2 Tablet hardware requirements:
  - 30.2.1 Suitable for inmate environment: The Respondent is to provide tablets that are suitable for an inmate environment, meaning that tablets are equipped with durable housings, any available camera functionality is disabled unless approved by County, and applications shall not access the internet without express knowledge and approval by County. Each tablet is to be tamper-resistant. Equipment must not

contain any external removable parts other than earbud or headphone and tablet case approved by County.

30.2.2 Volume control: All inmate tablets will have adjustable volume control and will be furnished with one earbud or headphone.

30.2.3 RFID Compatible: Tablets should have built in RFID chips compatible with third party vendors such as Guardian RFID.

30.3 Minimum technical requirements: The following items outline the minimum specifications required. Respondents are required to respond to each item, fully detailing and explaining how the system proposed will accomplish each specification.

30.3.1 Tablet Funding by Friends and Family: The Respondent must provide the ability for friends and family members (Users) to fund tablet rental and/or applicable features via Respondent's website, automated IVR system, and via a customer service representative. The Respondent must allow Users the ability to establish an account directly with the Respondent. The Respondent is to describe their proposed Tablet Funding Options. Rental price, including fees charged for applications, shall be agreed upon by County and shall not change without an updated agreement.

30.3.2 Tablet Funding by Inmate: The Respondent must provide the ability for inmates to self-fund tablet rental and/or applicable features via Respondent's automated IVR system, by using inmate's debit account managed by Respondent, or by using inmate's trust fund account managed by County commissary vendor. The Respondent is to describe their proposed Tablet Funding Options. Rental price, including fees charged for applications, shall be agreed upon by County and shall not change without an updated agreement.

30.3.3 Standard Applications: The Respondent shall provide a set of standard applications. Standard application set shall include at least the following:

- 30.3.3.1 Phone
- 30.3.3.2 Music
- 30.3.3.3 Podcasts
- 30.3.3.4 Books
- 30.3.3.5 Religious Material
- 30.3.3.6 Law Library
- 30.3.3.7 Inmate Requests/Grievances
- 30.3.3.8 Electronic Messaging
- 30.3.3.9 Games

- 30.3.3.10 Applications geared specifically to Mental Health Consumers
- 30.3.3.11 Commissary ordering integrated with County vendor
- 30.3.3.12 Inmate mail review with leading vendor
- 30.3.3.13 All applications available on multi-function kiosk should also be available on tablet. Any exceptions should be explained in RFP response.
- 30.3.3.14 Educational Content
- 30.3.3.15 Job & Life Skills
  
- 30.3.4 Additional and Custom Applications: The Respondent shall describe any additional available applications. The Respondent shall describe their ability to provide custom applications as desired by the County.
  
- 30.3.5 Facility Tablets: The Respondent shall have the capability to provide the County with a sub-set of tablets to be used by the County at the County's sole discretion. The Respondent and County will agree upon the number of facility tablets required.
  
- 30.3.6 Tablet Network Requirements: The Respondent shall provide each housing unit and select other areas of the facility with wireless network capacity to function effectively with one tablet for every one inmate. County facility includes housing units with up to 56 inmate capacity. Tablet Network must be able to accommodate up to 56 simultaneous connections per area.
  
- 30.3.7 Tablet Phone Calls: The Respondent's tablet shall allow for phone calls. Tablet phone calls shall be managed by the same tool used for all other inmate phone calls. All phone options and restrictions, including call schedules, shall be available on the tablet phone application.
  
- 30.3.8 Tablet Backend Management: The system should have an adequate web-based backend management system to assign, track, and manage tablets.
  
- 30.3.9 Inmate Purchasing of Multimedia Content: Inmates should have the ability to purchase multimedia content directly from a third-party commissary application.

**31.0 TECHNICAL SPECIFICATIONS (MULTI-FUNCTION KIOSKS):**

- 31.1 Multi-Function Kiosk service requirement: The system must be capable of providing multiple secure software applications to inmates.
  
- 31.2 Multi-Function Kiosk hardware requirements:

- 31.2.1 Suitable for inmate environment: The Respondent is to provide kiosks that are suitable for an inmate environment, meaning that kiosks are equipped with durable housings and reinforced cords of a length determined by County which may vary based on installation location, if applicable. Each kiosk is to be tamper-resistant. Equipment must not contain any external removable parts.
- 31.2.2 Volume control: All kiosks will have adjustable volume control, if applicable.
- 31.3 Minimum technical requirements: The following items outline the minimum specifications required. Respondents are required to respond to each item, fully detailing and explaining how the system proposed will accomplish each specification.
  - 31.3.1 Electronic Messaging Application: The Respondent shall make available an electronic messaging application for two-way communication between friends and family members and inmates. Electronic Messaging shall perform as a closed-loop system and not permit the inmate to initiate communication via public email or other public means. Electronic Messaging communications shall be initiated by friends and family initially and may be initiated by inmates after the County has approved initial contact. Electronic Messaging should include raw text with the ability to attach standard image file types. Electronic Messaging system shall provide the County the ability to approve all messages, some messages, or no messages as determined by the County. Electronic Messaging service should be a revenue-generating service. Electronic Messaging communications must be printable in a format approved by County.
  - 31.3.2 Commissary Ordering: The Respondent shall make available a Commissary Ordering Application. The Respondent shall create an agreement and integration with County commissary vendor to provide a functional application capable of performing full-function commissary ordering. County's current commissary vendor is Aramark. Agreement and integration shall be completed with no cost to County and shall be updated at no cost to County as commissary vendor changes occur.
  - 31.3.3 Inmate Request Application: The Respondent shall make available an inmate request application providing two-way communication capability between inmates and County staff. Both parties, inmate and County staff, shall have the ability to initiate communication through this application. System must provide the ability for multi-level routing that can be modified by County. Status tracking with dashboards and historical reporting capabilities must be available.

All communication made in this application shall be kept for the life of the contract and made available to County upon demand via a reporting tool. Application should allow for documents or pictures to be attached and displayed.

- 31.3.4 Inmate Grievance Application: The Respondent shall make available an inmate grievance application providing two-way communication capability between inmates and County staff. Both parties, inmate and County staff, shall have the ability to initiate communication through this application. The system must provide the ability for multi-level routing that can be modified by the County. Status tracking with dashboards and historical reporting capabilities must be available. All communication made in this application shall be kept for the life of the contract and made available to the County upon demand via a reporting tool. The application should allow for documents or pictures to be attached and displayed.
- 31.3.5 Law Library Application: The Respondent shall make available one or more law library applications approved by the County providing capability for inmates to research case law.
- 31.3.6 Document and Video Display Application: The Respondent should make available an application that can manage acceptance and viewing of standard document, image, and video file types for view only. Document and Video Display Applications should provide the ability to initiate messages to users and manage acceptance upon viewing. The system must provide a reporting feature for all items managed by system. The system should have the ability to electronically scroll notifications or update information pertinent to day-to-day functions. This information should be easily modified or updated via a backend platform available to county staff.
- 31.3.7 Inmate Mail Application: The Respondent shall make available an application that can integrate with one of the leading inmate mail and correspondence scanning vendors. If requested, the Respondent shall create an agreement and integration with said vendor to provide a functional application capable of performing full-function inmate mail review and reporting. The application should allow the inmates to print their digitally stored mail after they have been released from the facility.
- 31.3.8 Multi-Language Capable: System should be multi-language capable across its various applications.

**32.0 TECHNICAL SPECIFICATIONS (MONEY KIOSKS):**

32.1 Money Kiosk service requirement: The system must be capable of providing monetary transaction acceptance of U.S. currency and credit/debit cards via a public kiosk in the Jail lobby and an inmate kiosk inside the Jail.

32.2 Money Kiosk hardware requirements:

32.2.1 Suitable for inmate environment: The Respondent is to provide kiosks that are suitable for an inmate environment, meaning that kiosks are equipped with durable housings and reinforced cords of a length determined by County which may vary based on installation location, if applicable. Each kiosk is to be tamper-resistant. Equipment must not contain any external removable parts unless approved by the County.

32.2.2 Jail lobby kiosks must accept bills in United States currency. Bill acceptor must be omnidirectional. Kiosks must reject and swiftly return all bills, which the system is unable to process. Kiosks must accept credit and debit card transactions. Kiosks must integrate with current and future County money management software, currently Aramark's Core Banking software, at no cost to the County or other vendors. Kiosks must automatically print receipts for all transactions and may offer an option for email receipt.

32.2.3 Two (2) Booking Kiosks: One Booking kiosk must accept bills and coins in United States currency. Bill acceptor must be omnidirectional. The kiosk must reject and swiftly return all bills and coins that the system is unable to process. The kiosk must accept credit and debit card transactions. The kiosk must integrate with current and future County money management software, currently Aramark's Core Banking software, at no cost to the County or other vendors. The kiosk must automatically print two receipts for all transactions.

The second Booking Kiosk should accept only credit and debit card transactions. The kiosk must integrate with current and future County money management software, currently Aramark's Core Banking software, at no cost to the County or other vendors. The kiosk must automatically print two receipts for all transactions

32.3 Minimum technical requirements: The following items outline the minimum specifications required. Respondents are required to respond to each item, fully detailing and explaining how the system proposed will accomplish each specification.



- 32.3.1 United States Currency Transactions: The system must be capable of providing monetary transaction acceptance of U.S. currency. All kiosks shall interface with the County's inmate trust fund management vendor at no cost to the County and funds shall be credited immediately without holds. Funding limitations and fees shall be approved by the County and will not change without updated approval.
- 32.3.2 Credit and Debit Card Transactions: The system must be capable of providing monetary transaction acceptance of credit and debit cards. All kiosks shall interface with County's inmate trust fund management vendor at no cost to County and funds shall be credited immediately without holds. Funding limitations and fees shall be approved by the County and will not change without updated approval.
- 32.3.3 Kiosk Financial Platform: The kiosk financial platform must be able to receive JMS updates in near real-time speed so that any associated inmate financial accounts can also be created and available on demand.

**33.0 TECHNICAL SPECIFICATIONS (ALL SYSTEMS):**

- 33.1 Minimum technical requirements: The following items outline the minimum specifications required. Respondents are required to respond to each item, fully detailing and explaining how the system proposed will accomplish each specification.
  - 33.1.1 Electronic Inmate Debit Payment Method: The system shall provide an option for inmates to pay for devices, features, and services themselves from their personal debit or trust accounts. Describe the system's capability of electronic debit funding that is integrated with the County's inmate banking or commissary system (inmate trust accounts).
  - 33.1.2 Electronic Inmate Debit Funds Return Method: The system shall provide an option for inmates to receive funds back into their personal debit or trust accounts upon being released from custody. Describe the system's capability of returning electronic debit funds that integrate with the County's inmate banking or commissary system (inmate trust accounts).
  - 33.1.3 Allowed Contact List: Respondents shall describe the system's capability to provide allowed contact lists to limit contacts to only those individuals listed on an inmate's approved contact list.

- 33.1.4 Inmate Personal Identification Number (PIN): All Respondent provided systems must have an integrated PIN assignment and management function that allows any or all inmates to be identified. The system must be capable of requiring the entry of a valid PIN at selected or all devices for successful usage. The proposed system must have the capability to record and save the inmate's name during the inmate's first call attempt, to be automatically retrieved by the system for subsequent calls. The proposed system shall provide the ability for inmates to self-manage their PIN by changing it at any time or as often as necessary. Describe the system's capability of permitting inmates the ability to self-manage their own PIN.
- 33.1.5 PIN Control and Suspension: The system must allow an authorized person to add, change, or suspend an inmate's system usage privileges by altering settings associated with the inmate's PIN. Such changes shall be implemented immediately; as soon as the change is made and saved. In the case of a suspended PIN, the system must have the capability to automatically reactivate the inmate's system usage privileges and assigned restrictions after a user-specified date.
- 33.1.6 Individual Contacts Per PIN: The system shall have the ability to assign a limited number of allowable individual contacts per PIN. The system should have the ability to record in a self-learning mode, contacts to be added to the inmate's PIN.
- 33.1.7 Contact Processing/Blocking System: The contact processing/blocking system controller shall be external from the phone. The contact processing/blocking system controller shall be centralized for all facilities to allow inmates to move to another facility without having to re-enter information.
- 33.1.8 Uninterruptible Power Source: An uninterruptible filtered power source must be provided for any hardware maintained at each of the facilities. In the event of a commercial power failure, the uninterruptible power source will provide a minimum backup power of at least fifteen (15) minutes to the system.
- 33.1.9 System Failure Device Disconnection: If the system fails, all inmate communication devices must be automatically disconnected.
- 33.1.10 English and Spanish System Capability: The system must be capable of communicating to English and Spanish speaking inmates. There shall be instructions provided in English and Spanish on each inmate device. System prompts, warnings and messages must be available in English and Spanish. The Respondent must describe how this will be

accomplished with the proposed inmate devices. If needed, additional languages must be available at no cost to the County.

- 33.1.11 Remote Diagnostics, Programming, Polling and System Alarm Reporting: The system shall support remote diagnostics, programming, polling, and system alarm reporting directly to the Respondent, with the ability of notification to County of any alarm reporting issues.
- 33.1.12 Programmable Contact Length: The system shall support a programmable maximum allowed contact time length (example: 15 minute calls, 30 minute visits, etc.) with time remaining warning message audible and/or visible to both parties prior to contact termination. The maximum allowed contact length shall be programmable by inmate, phone, phone number dialed, housing unit, and facility as a whole. The proposed Inmate Technology System must also have the ability to support different maximum allowable contact lengths for inmate contacts, including calls made with the assistance of a TTY/TDD/VRS device.
- 33.1.13 Programmable Inmate Access: The system shall support a programmable inmate access based on location, time, date, and day of week. This access shall be programmable by inmate, unit, destination phone number, housing unit, facility, and by the system as a whole. System must limit an inmate's ability to use system to certain units or groups of units. Additional holiday settings shall be available to allow alternate scheduling of device usage for specific holidays.
- 33.1.14 Programmable On/Off Service: The system shall support a daily programmable on/off service by individual device, a group of devices, or by destination number and shall have the ability to shut down all or some of the devices from the system workstation.
- 33.1.15 Manual On/Off Switch: A manual on/off switch for each device shall be located in a secured office or area specified by County.
- 33.1.16 On-Site PC Administration Workstation: The system shall include at each facility at least five (5) on-site personal computer workstations at each site that provides: an access program to the system's centralized controls and databases, speakers for real-time monitoring and replay of recorded conversations, a DVDRW drive for transfer of contact data and contact recordings to DVDs, and a compatible printer for contact data reporting. The on-site administration PCs must exist only as a portal to the centralized control system, meaning that underlying system functionality and all services must operate

completely independent of any administration terminal. Should an on-site computer “crash” or otherwise become disabled the central system must continue to function normally, maintaining full control of all systems according to preprogrammed settings. Additionally, system controls and contact data shall remain accessible from authorized remote computers until the on-site workstation computer is repaired or replaced.

33.1.17 On-Site PC Administration Software: System software must be security-level based and password protected. A system user who is properly authorized to perform different administrative tasks must be able to do so with a single log-in to the system. Describe the proposed system’s password security system. The user interface software must provide County staff with the ability to control, monitor, and report inmate system usage. Describe common administrative tasks performed at the system workstation.

33.1.18 Contact Detail Records: The system must generate a detailed contact record for every inmate contact attempt. All contact detail records must be collected and stored in real-time at a central, secure location with redundancy. All contact detail records shall be stored on-line, available at the system workstation, for the entire duration of the contract.

33.1.19 Contact Detail Reports: Contact Detail Reports should be available to the County on a real-time basis via the on-site PC workstation and using a secure online portal. The system must be capable of allowing the user to specify limiting parameters for contact searches, such as a search for all contacts during a specified period of time, contacts initiated by a specific inmate, contacts to a specific destination, etc.

Each Contact Detail Report must provide at a minimum for each record returned the station, destination, facility name, PIN, date, time, length, cost, acceptance or rejection code, and reason for incomplete contacts.

Each Contact Detail Report must provide the option to sort in ascending or descending order by the station, destination, facility name, PIN, date, time, length, cost, acceptance or rejection code, and reason for incomplete contacts.

Each Contact Detail Report must provide a summary of the total revenue and total minutes for all contacts in the report.

Within the Contact Detail Report, the PIN number must provide the inmates name if listed in the PIN database.

Within the Contact Detail Report, the PIN number must provide a direct link to edit PIN settings for a specific inmate without leaving the current reporting screen.

Within the Contact Detail Report, attempted three-way calls must be flagged for visual identification.

33.1.20

Other Administrative and Investigative Reports: In addition to contact detail reports, the system must provide a variety of other administrative and investigative reports. When appropriate, the user must be able to limit the search to contact records that meet specified criteria. Describe the report capabilities of the proposed system and discuss the system's ability to provide the special types of reports listed below.

For specified periods of time, the desired reports should include, but not be limited to:

- Contact frequency reports by origination number, destination number, PIN, and trunk line ID.
- Report of all contacts made by more than one inmate.
- PIN report showing when and by whom the accounts were created and/or modified.
- Hot PIN report that identifies PINs of special interest and their assigned Alert Groups.
- Hot number report that shows all contacts/attempts to numbers of special interest.
- Contact recording playback history report (showing when and who listened to a recording).
- Debit account information and transaction reports (if applicable).
- System activity and user log reports that include among others, a report of users who have downloaded and copied contacts to CD or other portable medium.
- Contact statistic report providing a numerical count of total completed contacts and total incomplete contacts with separate counts for contacts that did not complete because they were blocked, refused, not answered, or not completed due to another reason.
- The system shall include the capability of translating and transcribing all phone and video visitations in as many languages as possible, but at a minimum be able to produce translation and transcription in English and Spanish.

33.1.21

Contact Traffic Analysis Graphs: The system shall have the capability to display in graphical format contact statistics for the current day, month, or other designated time periods. The purpose of graphs is to

provide the County with a quick way to verify that contacts are being made and to determine the overall contact traffic patterns and revenue. For example, for the day (or month or other designated time period) the County would like to see at a glance the fraction of attempted contacts that are completed; and the fraction of contact revenue that is generated by recipient-funded contacts compared to inmate debit or contacted party prepaid. Graphs must be automatically or otherwise easily generated and displayed.

- 33.1.22 Contact Security and Contact Blocking: The system shall provide complete contact security and contact blocking at the unit location. It shall also have a programmable reestablishment mode for restrictions placed on the inmate's use of the system. All contact security and blocking settings must take place in real time with no delay in system changes.
- 33.1.23 100% Contact Recording Feature: The system shall have 100% digital contact recording as a feature; however, contacts with attorneys will not be recorded. This feature will allow real-time recording of individual contacts, online storage of each recording for a minimum of three (3) years, and shall have the ability to off-load a specific contact to a recording medium that retains a chain of evidence admissible in a court of law. The recording feature must be able to be deactivated on a per number dialed and/or per PIN basis. The system must allow for the ability to mark individual recorded contacts to prevent the deletion when the normal storage period is expired. Such protected contacts shall be maintained until such protection is removed.
- 33.1.24 Attorney Contacts: Approved legal/attorney contacts, under no circumstances, will be recorded or monitored. Describe in detail how the system will handle pre-approved attorney contacts. Individual attorney contacts must be configurable for predefined contact durations as necessary.
- 33.1.25 Free Contacts: The System shall have the capability to provide free contacts to pre-approved recipients.
- 33.1.26 Warning Statement: The system must provide a "warning statement", determined by County, in both English and Spanish on each device. This statement must also be given as a message on the initiation of the contact for both party's information. Such message and capability must be disabled on contact between inmates and contacts which are not recorded.

- 33.1.27 Capability to Interject Messages: If deemed necessary by County, the system shall have the capability to interject messages into an inmate's contact at random intervals.
- 33.1.28 Administrative Functions Password Protection: It is required that access to administrative functions and data be password protected within the system. Each proposal must detail the level of password protection provided with each proposed system.
- 33.1.29 Audit Log Reporting: The system must have the ability to report user activity within the system. Such report shall list the user logged into the system at the time, the date, and activity. The system must allow authorized County staff options to generate audit reports for all users and for individual users and for all activities and specified activities. Describe the system's user auditing capabilities.
- 33.1.30 Centralized Processing and Data Storage: The system must provide secure, centralized storage of both contact records and recordings. Records and recordings are to be stored in a RAID (Redundant Array of Independent Devices) environment to provide maximum protection of each recording.
- Each facility must have independent control of the inmate devices at that facility and have on-site access to the facility's contact records and recordings through a workstation computer. The system at each facility must be tied together in a secure Wide Area Network (WAN) that allows properly authorized staff at one location to carry out investigations by accessing contact records or recordings from any or all sites. Reporting capabilities must allow for the reporting of a single location or all locations within the network.
- 33.1.31 Remote System Access: The system must allow properly authorized County administrators and investigators to remotely access the inmate telephone system's user interface and centrally stored data using personal desktop or laptop computers that have not been provided by the Respondent. Explain how remote access is accomplished.
- 33.1.32 Access to Recorded Contacts: Access and playback of recorded contacts shall not require a manual media change. County desires that inmate contact recordings be maintained on-line for a minimum of three (3) years and be readily available for identification, selection and playback. The search for and ability to playback recorded contacts shall be performed on either a system Workstation at the main facility, or may be accomplished by searching and retrieving recorded contacts from other facilities covered under the scope of this

RFP. Remote access to contact recordings for authorized users working from offsite PCs must also be provided.

33.1.33 Recording Playback Features: The system must provide two options for recording replay: 1) Begin the replay immediately while the audio file is streaming, and 2) Allow the recording to be fully downloaded to the computer's hard drive before the investigator begins the replay. With one or both of these replay options, the system must allow investigators to slow-down the playback to better understand unclear passages; pause and fast forward as needed; mark significant points within a recording; add text notes that will remain with the recording when it is copied to a DVD or other portable medium, and provide the ability to replay a selected segment of a contact, once or many times, without having to replay the entire recording.

33.1.34 Simultaneous Contact Retrieval for Investigations: Multiple authorized operators must be able to simultaneously access the centralized recording database to retrieve contacts for investigations without having to change or exchange recording media.

The system shall provide for an unlimited number of operators to search and download recorded contacts across the WAN for all facilities without the degradation of any and all facilities within the provided WAN.

33.1.35 Inmate Management System Interfaces: Describe the Respondent's capability to provide software interfaces to other facility programs that would, for example, allow inmate PINs to be automatically transferred into the system's database from the facility's jail management system, or would allow monies in an inmate's commissary account to be used for pre-paid inmate (debit) calls. Describe how such interfaces would work. Respondent will be financially responsible for paying for any such interface required for these services.

33.1.36 Hot Alerts: Describe the system's capability to provide hot alerts, which will alert investigators when a specific contact is initiated. System must provide capability for alerts to be emailed to investigators, and for the contact to be forwarded to an investigator's telephone and/or cell phone for real-time monitoring of the contact in progress. Such real-time monitoring must be undetectable by the inmate and the other party and must not interfere with contact recording.

33.1.37 Email or Download Contact Recordings: The system shall provide



the capability for investigators to email contact recordings directly from the system's user interface, and to download contact recordings directly from the system to a local drive or to a "flash drive," "thumb drive," or other removable storage device.

- 33.1.38 Real-Time Contact Monitoring: The system must allow authorized users to monitor ongoing inmate contacts in real-time, from an onsite workstation or from a remote PC. Real-time contact monitoring must not interfere with contact recording and must be undetectable by the inmate and the other party. Explain in detail how your system will provide these features.
- 33.1.39 Voice biometric: The proposed system must offer inmate voice biometric technology that validates the inmate's identity based on the inmate PIN. The voice biometric feature must be fully integrated with the proposed system. No fee may be charged for this function. Explain in detail how your system will provide this feature.
- 33.1.40 Keyword Search: The proposed system should have a recording scanning function that allows recorded contacts to be automatically or selectively scanned for specified keywords or phrases that are of special interest to investigators or facility administrators. Authorized facility staff must be able to add or delete words or phrases of interest on the scanning list as well as form groups of words or phrases into categories. Users must be able to automatically produce transcribed details of each recording for use in investigations. Additionally, the keyword search feature must allow an alert to be sent out via email if an inmate uses a word or phrase selected by the investigator.
- 33.1.41 Ownership of Information: Throughout the term of the contract and upon termination or expiration of the contract, County shall own the information and reports stored or produced by the inmate technology system. Respondent shall be required to provide County with the capability to access all such information and reports upon termination or expiration of the contract. The Respondent must describe its plan for meeting this requirement. A statement of concurrence with this requirement must be included in Respondent's proposal. County shall not incur any expense for providing this service.
- 33.1.42 Existing and Historical Contact Recording Access: The Respondent must make readily available in a usable format current and historical recordings and contact detail records from the current system without loss of information and playback ability. The Respondent must describe its plan for this requirement. County shall not incur any expense for this process.

33.1.43 Multi-factor Authentication: The system should incorporate multi-factor authentication wherever possible to reduce the risk of unauthorized use or access to systems or applications.

33.2 Equipment specifications and additional items:

33.2.1 Four (4) standard TDD units and two (2) video relay service devices capable of functioning interchangeably with the proposed inmate telephone system.

33.2.2 Five (5) of the 35 public video visitation terminals must be hands-free and shall not require the user to pick up or hold a handset to participate in the visit.

33.2.3 Six (6) of the 145 inmate video visitation terminals must be mobile and capable of connecting in various parts of the Jail based on requirements set by County and installed by Respondent. Where possible, units should be wifi based to eliminate the need for cables.

33.2.4 Two (2) enrollment terminals will be required for public enrollment for future visits and will be fully installed in the public video visitation room.

33.2.5 Fifty (50) earbuds or headphones, certified to work with all audio related applications on provided tablets, provided to County each month at no cost to County. This stock of earbuds or headphones are in addition to the initial earbuds or headphones, which is supplied with each inmate tablet. This stock of earbuds or headphones is intended as replacement equipment and will be used by County at sole discretion of County.

33.2.6 Six (6) of the 68 multi-function kiosks must be mobile and capable of connecting in various parts of the Jail based on requirements set by County and installed by Respondent. Where possible, units should be wifi based to eliminate the need for cables.

**34.0 MAINTENANCE AND SUPPORT:**

34.1 Support and Service Capability: Each Respondent will maintain sole and absolute responsibility for maintenance and service of the proposed system at no cost to County. Respondent must provide on-site technicians, alternate technicians, trainers, and other staff must pass background checks and be approved by the County.

34.2 Trouble Help Desk: Respondent shall provide facility staff a toll-free Help Desk number that can be reached 24 hours a day, 365 days a year to report system

problems. The Help Desk should be Respondent-run and staffed and located in the United States. Respondents are required to detail in their proposal the location and staffing of the help desk.

- 34.3 Ticket Escalation: Respondent must have and include in the proposal a well defined escalation procedure for dealing with issues that are not resolved within the agreed upon time frame. Upon contract award, the Respondent is to provide County with specific names, titles, and personal-contact information for the individuals involved in ticket escalation.
- 34.4 External Customer Support: Respondent shall provide a Respondent-run and staffed billing customer support help desk. Respondents are required to detail in their proposal the location, staffing, and availability of the help desk; as well as the services provided to the external party by this support group.
- 34.5 Training: At no additional cost to County, hands-on training is to be provided on-site for all personnel using the proposed systems. Continuing education and training should be made available either on-site or using a remote online feature without cost to the County. At no charge, the Respondent must provide, upon completion of training, one (1) set of appropriate training documentation per installed facility. Describe, in the proposal, the training program, including description of course and any applicable documents or training aids.
- 34.6 Service and Support Policies: Respondent shall explain in detail the maintenance service and support provided for the proposed systems, including the company's policy for updating the user interface software as new versions are released.
- 34.7 Trouble Ticket Flow and Escalation Procedures: Respondent shall explain in detail the process for trouble tickets and the escalation procedures for service and support issues.
- 34.8 On-site Technician: Respondent shall provide one full-time onsite technician familiar with and able to maintain all proposed system hardware, including regular preventative maintenance. On-site technician will also be responsible for:
- Providing reports and records to approved requestors on a one-time and reoccurring basis
  - Investigating and answering inmate requests regarding systems provided by Respondent, including PIN theft complaints and other topics as determined by County
  - Activating and distributing new tablets to inmates as determined by County
  - Managing earbud or headphone replacement as determined by County
  - Testifying on behalf of Respondent in court when required

- 34.9 On-Site Tablet Administrator: Respondent shall provide an on-site tablet administrator to manage all aspects of the 1:1 tablet program. The Tablet Administrator will assist the On-Site Technician and also be responsible for:
- Providing reports and records to approved requestors on a one-time and recurring basis
  - Investigating and answering inmate requests regarding systems provided by Respondent, including PIN theft complaints and other topics as determined by County
  - Activating and distributing new tablets to inmates as determined by County
  - Managing earbud or headphone replacement as determined by County
  - Testifying on behalf of Respondent in court when required.
- 34.10 Service Level Classifications: Service level classifications and response times should be clearly outlined. Example: Priority 1 – 2 hours, Priority 2 – 24 hours, Priority 3 – 72 hours, all to be supported by a Notice or Resolution

### **35.0 INSTALLATION:**

- 35.1 Installation Expense: Installation of the system shall be at the awarded Respondent's expense as will removal of same upon cancellation or completion of the contract. The Respondent shall provide local service maintenance and replace equipment as required. The Respondent shall be totally responsible for all equipment and service.
- 35.2 Risk of Loss: The risk of loss and/or damage of Respondent's equipment will be fully assumed by the Respondent during shipment, unloading and installation.
- 35.3 Delivery and Unloading: The Respondent must provide transportation to and unloading at County's designated location. County will not be liable for any charges for drayage, packing, cartage, boxing, insurance, crating or storage in addition to the price proposed by the Respondent. All packing crates, boxes, paper, packing materials, and all other such extraneous material shall be removed from the premises by the Respondent at his/her expense after installation.
- 35.4 System Acceptance: System acceptance shall be determined by a consecutive thirty (30) day period during which the system must function "error free". The Respondent must work with County to determine the actual definition of "error free" operation.
- 35.5 Implementation Plan: Respondent must submit with proposal a detailed implementation plan that indicates the time and activities required for installation, utility coordination, training, cut-over and testing. The system must be installed in a manner and under a time frame designed to minimize disruption of the normal functioning of County and its security concerns. Any delay in Respondent's implementation schedule that is caused by County personnel will increase the Respondent's time allowed to cut over by the length of such delay.

- 35.6 Staff: Respondent to provide details on the implementation and support staff that will install and service the account.

**36.0 BILLING:**

- 36.1 Responsibility for Billing and Collections: The Respondent shall be responsible for billing and collections. Describe the Respondent's billing and collection processes.
- 36.2 Responsibility for Fraudulent and Uncollectible Contacts: The Respondent shall be responsible for any financial losses due to fraudulent billing and/or uncollectible contacts. The Respondent must agree that any losses due to fraudulent contacts or uncollectible bills will not be subtracted from the gross revenue prior to the calculation of the commission.
- 36.3 Responsibility for Monthly Line Fees: The Respondent shall assume the responsibility for all monthly line fees associated with the system.

**37.0 RATES AND COMMISSION:**

37.1 Rates:

- 37.1.1 Respondent shall define the proposed flat calling rates for all domestic calls. All international calls will also be a flat rate, but may be different from the domestic call rate. All call rates must be in compliance with current FCC rate caps. Rates for debit calls and collect calls should be listed and described separately in response, but should be consistent.
- 37.1.2 Respondent must describe any other fees or charges over and above the approved call rates, other than normal taxes, that will be included in the cost of a call. If applicable, any fees charged to the called party, including any potential additional fees or charges to called parties for optional features that the facility might choose.
- 37.1.3 Respondent shall define the proposed remote visitation rates, including fees for additional or optional features.
- 37.1.4 Respondent shall define the proposed tablet rates including rental, purchase, and usage fees for all revenue based features and services.
- 37.1.5 Respondent shall define the proposed rates for any and all other revenue generating features and services available to inmates and public users covered under this RFP.

37.2 Commission:

- 37.2.1 Respondent shall pay a percentage of the revenue generated by inmate calls of all types, whether collect or prepaid. Respondent shall pay a percentage of the revenue generated by all remote video visits. Respondent shall pay a percentage of the revenue generated by all tablet rentals, purchases, and revenue generating application usage. Respondent shall pay a percentage of the revenue generated by all electronic messages. Respondent shall pay a percentage of the revenue generated by all other revenue generating applications and systems approved to be used by County. All completed calls that generate revenue for the Respondent, third parties, or sub-respondents utilized in the performance of this contract, regardless of the call's classification, are considered part of "Gross Billed Revenue" and are subject to the same commission proposed, not an alternate commission percentage or bonus. The agreed upon commission rate shall remain fixed during the contract term, unless County and the Respondent mutually agree to modify the commission rate at any time during the contract term.
- 37.2.2 Commission shall be paid monthly. The Respondent shall provide with each commission payment, revenue detail reports that clearly show total revenue from each inmate telephone, broken down by call type, as well as total revenue for all calls during the billing period. Call revenues must be verifiable at the on-site system workstation and by remote access from original call detail reports. Commission created from all products and services should be broken down in a similar way as described for call revenue. Explain how your system will break down commission by revenue stream.
- 37.2.3 Commission paid shall be based on the agreed upon percentage of all revenue generated by all revenue generating products and services through the system during the billing cycle, without deductions for fraudulent or uncollectible bills.
- 37.2.4 Rates and commission shall be split into two categories:
  - 37.2.4.1 Revenue generated via transactions from an inmate's commissary account, as determined by final contract, will result in commissions being paid to the Sheriff's commissary fund.
  - 37.2.4.2 All other commissions will be paid to the County.
- 37.2.5 The respondent shall agree to participate in any audit requested by the

county. The audit will be at the cost of the county.

### **38.0 COMPANY BACKGROUND:**

38.1 Experience, Expertise and Qualifications: Respondent's Resume – Provide a detailed description of Respondent's experience within the last five (5) years, including:

Any and all names used to provide inmate telephone services. Include the following information:

- Areas served
- Credentials, licenses and abilities of Respondent
- Provide criteria and procedures used in hiring, training and monitoring staff

38.2 Proposed Organizational Charts and Staffing: Provide an organizational chart that describes the Respondent's overall organization. Describe management structure, sufficiency of resources and rationalization for allocation of resources.

38.3 Staff Resumes: Respondent shall provide resumes of all owners and technical managerial personnel who will be assigned to the project in the event of award, including a description of anticipated roles in the project. All resumes must clearly indicate skills commensurate with the technical and professional requirements of this RFP. Information on related experience, education and knowledge should include a delineation of work on specific projects, which relate to the County's requirements. You do NOT need to include the # of line staff unless they have decision-making authority in the performance of their duties.

38.4 Government Contracts: List of similar Government contracts and include type of contracted services, length of contract, performance outcomes, and compliance issues. Please explain if Respondent or any of its officers are presently the target or subject of any investigation, accusation or charges by any federal, State or local law enforcement, licensing or certification body.

38.5 Fiscal: Provide the following information for the last three (3) fiscal years:

- Audited financial statements with applicable notes;
- Independent Auditor's Report on Compliance and Internal Control over Financial Report based on an Audit of the Financial Statements in Accordance with Government Account Standards;
- Independent Auditor's Statement of Findings and Questioned Costs.

If Respondent has not had an audit conducted within the past three (3) fiscal years, Respondent shall provide the following:

Unaudited financial statements for the last three (3) fiscal years:

- Statement of Financial Position (Balance Sheet);
- Statement of Activities (Income Statement);
- Statement of Cash Flows.

38.6 Demonstration: County may require a demonstration of Respondent’s proposed system and software during the presentation phase. In addition, County may conduct a site visit of the two (2) highest evaluated firms to ensure proposed solution is operational in a current jail setting.

38.7 Value added services: Please list any additional value added features or services that may benefit Fort Bend County. These should be categorized as “Cost to County” or “No Cost to County”. Any associated fees or charges to the county, inmate or called party must be identified in the Respondent’s response.

### **39.0 EVALUATION CRITERIA:**

In order to facilitate the analysis of responses to this Proposal, Respondent is required to submit their proposal in accordance with the instructions outlined in this part. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the Respondent’s capabilities to satisfy the requirements of the Proposal. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All parts, pages, figures, and tables should be numbered and clearly labeled.

39.1 Respondents are required to follow the outline below when preparing their proposals:

Tab	Title Page
	Letter of Transmittal
	Table of Contents
	Executive Summary
1	Technical
2	Rate and Revenue Generation Plan and Commission Percentage
3	Maintenance and Support
4	Company Background
5	Value Added Features and Services
6	Installation
7	Required forms

39.2 Any exceptions to the Proposal requirements shall be identified in the applicable section.



39.3 Executive Summary - This part of the response to the Proposal should be limited to a brief narrative highlighting the Respondent's proposal. This section should not include cost quotations. Note that the executive summary should identify the primary contacts for the Respondent.

39.4 Respondents will be evaluated utilizing the factors, as weighted below:

Tab 1

Technical (weight factor = 25%)

- Hardware, software, and minimum technical requirements.

Tab 2

Rate and Revenue Generation Plan and Commission Percentage (weight factor = 20%)

- Rate options, including customizable options, and number of other revenue generating options. Commission available for different revenue generating options.

Tab 3

Maintenance and Support (weight factor = 20%)

- Availability and quality of on-going support and maintenance procedures and personnel. Multi-layer support structure. Training options. Support plan, trouble ticket flow and escalation procedures.

Tab 4

Company Background (weight factor = 10%)

- Market share, number of employees, experience providing proposed services, name/qualifications/experience of staff.

Tab 5

Value Added Features and Services (weight factor = 10%)

- Features and services available which will add value to our relationship with Respondent and products they propose.

Tab 6

Installation (weight factor = 10%)

- Implementation plan and staff resumes

Tab 7

Overall Completeness of Proposal (weight factor = 5%)

- Proof of Insurance
- Completed Vendor Forms
- Completed W9 Form
- Completed Tax Form/Debt Form

**40.0 EVALUATION PROCESS:**

- 40.1 After the proposals are received, the evaluation team shall evaluate each proposal that was timely submitted and the evaluation shall be based on the criteria listed in the proposal. Selection committee members will conduct a quantitative evaluation according to a numerical ranking system and a qualitative evaluation for overall proposal content and its conformance to requirements. The entire evaluation committee will then meet to discuss the strong and weak points of each proposal to ensure that it has been evaluated fairly, impartially and comprehensively. Following this initial evaluation, the evaluation team may recommend contract award without further discussion with Vendor(s), or the firms submitting the top-rated proposals may be asked to make an oral presentation to the evaluation team for the purpose of further clarification and evaluation of the proposals.
- 40.2 If oral presentations are scheduled, the representatives of the firm who will be directly assigned to the account must be present at the interview. During the interview portion of the meeting, the evaluation team shall advise the Respondent of deficiencies in the proposal, if any, and shall allow the Respondent to satisfy the requirements, questions, or concerns by submitting a final offer. The Respondent may choose not to modify their proposal and may inform Fort Bend County that the offer is firm and final.
- 40.3 The evaluation team shall not disclose any information included in a Respondent's proposal to another firm during the RFP process and shall not disclose any information for the purpose of bringing one firm's proposal up to that of a competitor's proposal.

- 40.4 After final offers are received, the evaluation team shall reevaluate each of the final offers, including those deemed final at the interview. The final offers shall be evaluated on the same criteria used in the first evaluation.
- 40.5 Fort Bend County reserves the right to reject any and all proposals received for any reason that would be to the benefit of Fort Bend County.
- 40.6 All proposals submitted are to be valid for a period of ninety (90) days.

**41.0 RETENTION OF RESPONDENT’S MATERIAL:**

The County reserves the right to retain all proposals regardless of which response is selected. All proposals and accompanying documents become the property of the County.

**42.0 AWARD:**

The County will select the respondent whose proposal is the highest evaluated and responsible for the County. Contractual commitments are contingent upon the availability of funds, as evidenced by the issuance of a purchase order. All contracts are subject to the approval of the County’s legal counsel and Commissioners’ Court, prior to execution. Once awarded, the contract will be the final expression of the agreement between the parties and may not be altered, changed, or amended except by mutual agreement, in writing.

**43.0 CONTRACTUAL OBLIGATIONS:**

This Request for Proposals, response and associated documentation, any negotiations and final contract, when properly accepted by Fort Bend County, shall constitute a contract equally binding between the Vendor and Fort Bend Sheriff's Office.

**44.0 TERM:**

- 44.1 The term of the agreement resulting from this RFP is for the **time period ending March 31, 2027**. Fort Bend County may request to renew the contract as amended from time to time, at the same terms, conditions, and pricing. Each renewal, if any, will be in one (1) or two (2) year increments, not to exceed four (4) additional years past the initial term.
- 44.2 This contract may be terminated by either party for any reason by giving ninety (90) days written notice of intent to terminate.

**45.0 REQUIRED FORMS:**

All respondents submitting are required to complete the attached and return with submission:

- 45.1 Vendor Form

45.2 W9 Form

45.3 Tax Form/Debt/Residence Certification

45.4 Proof of Insurance

**46.0 EXHIBITS:**

Exhibit 1: Housing Unit Breakdown – Jail

Exhibit 2: Housing Unit Breakdown – Juvenile Detention

Exhibit 3: Inmate Tech Activity

# Request for Taxpayer Identification Number and Certification

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

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

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

## Part II Certification

Under penalties of perjury, I certify that:

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

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## General Instructions

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

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note. ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Line 2**

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

**Line 3**

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

**Line 4, Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note.** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.



## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup>  The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.





Exhibit 1 - Housing Unit Breakdown - Jail

**Fort Bend County Sheriff's Office  
Detention Facility  
Inmate Technology Request For Proposal Housing Unit Breakdown**

Housing Unit Name	Money Kiosks	Wall Telephones	Multi-Functional Terminals (Kiosk (Apps), Phone, Visitation, VRS)
<b>East Tower</b>			
1J	0	3	2
1K	0	4	3
1L	0	3	2
1M (mobile units)	0	2	2
2J	0	4	3
2K	0	4	3
2L	0	4	3
2M	0	4	3
4J	0	4	3
4K	0	4	3
4L	0	4	3
4M	0	4	3
6J	0	4	3
6K	0	4	3
6L	0	4	3
6M	0	4	3
8J	0	4	3
8K	0	4	3
8L	0	4	3
8M	0	4	3
<b>Total</b>	<b>0</b>	<b>76</b>	<b>57</b>

	Money Kiosks	Wall Telephones	Multi-Functional Terminals (Kiosk (Apps), Phone, Visitation, VRS)
<b>West Tower</b>			
BOOKING (mobile units)	2	3	2
IMAGING	0	2	0
KITCHEN	0	0	2
LAUNDRY	0	0	1
PROPERTY	0	1	0
1F	0	2	1
1G	0	2	1
2A	0	3	2
2B	0	3	2
2C	0	3	2
2D	0	3	2
2E	0	3	2
2F	0	3	2
2G	0	3	2
2H	0	3	2
2SEP (mobile units)	0	1	1
4A	0	3	2
4B	0	3	2
4C	0	3	2
4D	0	3	2
4E	0	3	2

4F	0	3	2
4G	0	3	2
4H	0	3	2
4SEP (mobile units)	0	1	1
6A	0	3	2
6B	0	3	2
6C	0	3	2
6D	0	3	2
6E	0	3	2
6F	0	3	2
6G	0	3	2
6H	0	3	2
<b>Total</b>	<b>2</b>	<b>84</b>	<b>57</b>

	Money Kiosks	Wall Telephones	Multi-Functional Terminals (Kiosk (Apps), Phone, Visitation, VRS)
<b>Old Jail</b>			
IF22	0	1	1
IF23	0	1	1
IFSEP (mobile units)	0	1	1
IFVIS	0	0	0
OJVIS	0	0	0
OJ10	0	1	1
OJ11	0	1	1
OJ12	0	1	1
OJ13	0	1	1
OJ14	0	1	1
OJ15	0	1	1
OJ16	0	1	1
OJ17	0	1	1
OJ18	0	1	1
OJ19	0	1	1
OJ20	0	1	1
OJ21	0	1	1
OJSEP (mobile units)	0	1	1
<b>Total</b>	<b>0</b>	<b>16</b>	<b>16</b>

	Money Kiosks	Wall Telephones	Multi-Functional Terminals Visitation
<b>Public</b>			
VISITATION	1	0	27
VISITATION PRIV (hands-free units)	0	0	5
VISITATION DISC	0	0	5
LOBBY	1	1	0
<b>Total</b>	<b>2</b>	<b>1</b>	<b>37</b>

<b>Grand Totals</b>	<b>4</b>	<b>177</b>	<b>167</b>
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Exhibit 2 - Housing Unit Breakdown - Jail

**Fort Bend County Juvenile  
Detention Facility  
Inmate Technology Request For Proposal Housing Unit Breakdown**

<b>Housing Unit Name</b>	<b>Occupancy</b>	<b>Money Kiosks</b>	<b>Telephones</b>	<b>Multi-Functional Terminals</b>
Housing Locations	80	0	9	9
Non-Housing Locations	0	0	1	0
<b>Total</b>	80	0	10	9

## Fort Bend County Sheriff's Office Detention Facility Inmate Tech Activity (Jan 1, 2023 - Dec 31, 2023)

Telephone Calls		Video Visits			Tablet Rentals	eMessages		Money Kiosks	
All (including attempts)	Completed	On-Site Legal	On-Site Personal	Remote	Annual Rentals	Stamps Purchased	Sent by Fr/Fam	Intake Kiosk	All Other (Total before fees)
2,246,915	769,344	1,029	6,710	15,908	?	98,828	57,489	\$584,390	\$1,403,183