

CITY OF AURORA, ILLINOIS  
RESOLUTION NO. R11-350  
DATE OF PASSAGE December 20, 2011

RESOLUTION ACCEPTING THE BID FROM  
TEXAS INMATE PHONE SYSTEM, PASADENA, TEXAS  
TO INSTALL AN INMATE PHONE SYSTEM  
AT THE NEW POLICE HEADQUARTERS  
FOR THE AURORA POLICE DEPARTMENT

WHEREAS, the City of Aurora has a population of more than 25,000 persons and is, therefore, a home rule unit under subsection (1) of Section 6 of Article VII of the Illinois Constitution of 1970; and

WHEREAS, subject to said section, a home rule unit may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals and welfare; and

WHEREAS, the Aurora Police Department desires to install a jail phone system to allow prisoners to make phone calls to obtain bond, contact family or an attorney; and

WHEREAS, wiring was installed in the jail cells when the New Police Headquarters was constructed, however, due to the specialized nature of an inmate phone system, the telephone system was not installed; and

WHEREAS, jail phone system companies generally provide phone equipment, software, hardware, installation and set up at no cost to the agency, therefore, no funding is needed for this project; and

WHEREAS, the Aurora Police Department evaluated the four proposals received and determined Texas Inmate Phone System, Pasadena, Texas to be the most responsible bidder, meeting the requirements and intent of the specifications, and best responding to the needs of the City of Aurora, Illinois for the Jail Inmate Phone System.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Aurora, Illinois, does hereby accept the bid from Texas Inmate Phone System, Pasadena, Texas to install an Inmate Phone System at the New Police Headquarters for the Aurora Police Department and does hereby further authorize its Director of Purchasing to issue the necessary orders to implement the same.

AYES 12 NAYS 0 NOT VOTING

[Signature]  
Stephanie J. Johnson  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
Aldermen

Michael J. Daille  
Alexander J. [unclear]  
[Signature]  
[Signature]  
[Signature]  
Aldermen

ATTEST:

Cheryl M. Donhoff  
City Clerk

[Signature]  
Mayor Pro Tem

**AGREEMENT  
BETWEEN THE CITY OF AURORA AND TIP SYSTEMS, LLC,  
FOR AN INMATE TELEPHONE SYSTEM**

THIS AGREEMENT is made on the Effective Date, as hereinafter defined, by and between the **CITY OF AURORA**, an Illinois home rule municipality, acting by and through its Mayor and City Council (the "City"), and **TIP Systems, LLC**, a Texas company, licensed to do business in Illinois, whose principal place of business is at 3118 Lausanne, Pasadena, Texas 77505 ("TIP") (Sometimes individually "Party" and collectively "Parties").

**WHEREAS**, the City requested proposals for an Inmate Telephone System at the City of Aurora Police Department Jail, dated January 2, 2011, (the "Request for Proposal"), and TIP submitted a response to that Proposal, entitled TIP System's Response for Proposal, dated January 21, 2011, which includes its executed Bid Proposal Form, Bidder's Tax Certification and Bidder's Certification, as well as TIP's response to the Specifications for Inmate Telephone System, the Contract (form) and Kane County Prevailing Wage for January 2011 ("TIP's Proposal"); and

**WHEREAS**, the City accepts TIP's Proposal in accordance with the terms of this Agreement; and

**WHEREAS**, for and in consideration of the agreements to be performed by the City hereunder, TIP agrees, at its own cost and expense, to do all the work necessary to provide an inmate telephone system, including furnishing all materials and all labor, all in accordance with the terms of this Agreement.

**NOW THEREFORE**, in consideration of the premises recited above, which are incorporated into this Agreement, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

**SECTION 1. INCORPORATION BY REFERENCE: \*(new)**

- A. The Parties, for themselves, their successors and assigns, hereby agree to the full performance of the covenants contained in this Agreement. This Agreement and TIP's Proposal, which is attached hereto and incorporated herein as Attachment A, comprise the complete, final and entire agreement between the City and TIP.
- B. TIP's Proposal restates and addresses the Request for Proposal, with the exception of its Instructions to Bidders. The Proposal shall take precedence over terms in the Request for Proposal to the extent of a conflict with terms therein. If any terms in TIP's Proposal conflict with those of this Agreement, the terms of the Agreement shall govern. References in the Agreement to certain sections of TIP's Proposal are for convenience and do not limit application of the entire Proposal, including the restated Request for Proposal.
- C. Except as otherwise expressly provided in the Agreement, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof and is a full integration of the agreement of the Parties.

**SECTION 2. SCOPE:**

- A. TIP shall provide the materials, labor and services for a local and long distance telephone service, including a recording and monitoring system, and the required equipment, for inmates at the City of Aurora Police Department jail, located at 1200 E. Indian Trail Road, Aurora, Illinois 60505

(the "Facility") according to the specifications and requirements set forth in this Agreement and TIP's Proposal (the "Work" or the "System"). Said Work shall be performed in a professional and workmanlike manner. **\*(Specifications; General Requirements of RFP)**

- B. INSTALLATION/DISCONNECTION \*(Instr.A9):** Installation and cut over shall be as provided in Section B12 of TIP's Proposal. TIP is responsible for all costs of installation or disconnection under the Agreement. TIP will, at its sole cost and expense, furnish and install equipment, dedicated lines and any other item necessary to make this service functional. All installation of equipment shall meet or exceed State of Illinois Jails Construction standards and rules. All installations plans must be submitted to the City for pre-approval.
- C. PROSECUTION OF WORK \*( Prop.29):** TIP shall begin the Work no later than forty-five (45) days after the execution and acceptance of the Agreement, unless otherwise provided. The Work shall be conducted in such a manner and with sufficient materials, equipment and labor as is considered necessary to insure its completion within the time specified in the Agreement. TIP shall be solely responsible for complying with State and local prevailing wage requirements in accordance with TIP's Bidder's Certification, and for all wage rate and hour regulations and applications.
- D. GUARANTEE AND MAINTANANCE OF WORK: \*(Prop.B11; Instr.30)** TIP guarantees the Work to be free from defects of any nature, and TIP shall, throughout the term of the Agreement and at its sole expense, maintain said Work and make all needed repairs and/or replacements, which in the judgment of the City, may be necessary to insure the delivery of the Work to the City in first-class condition and in full conformity with the plans and specifications therefore. Service and maintenance shall be conducted in accordance with TIP's Proposal (see Section B.11).
- E. TIME FOR PERFORMANCE; DELAYS BY CITY: \*( Prop.B12; Instr.31)**
1. TIP shall schedule the Work to meet the requirements of the City. Installation and cut over shall be completed within forty-five (45) days of the Effective Date and as provided in TIP's Proposal (See Section B.12). TIP shall perform the Work expeditiously in cooperation with the City's agents, employees, contractors and subcontractors.
  2. TIP shall make no claim against City and no claim shall be allowed for any damages which may arise out of any delay caused by the City, its agents, employees, contractor or subcontractors. TIP's sole remedy for delay shall be an extension in the contract time.
- F. COOPERATION:**
- TIP agrees to cooperate with any vendor presently operating a telephone system at the Facility during its Work and with any new vendor in the event that the System is replaced.

**SECTION 3. FEES, RATES & COMMISSION: \*(Prop.C1)**

- A. TIP will pay City monthly in the amount of forty-five percent (45%) of the Gross Billed Revenue (the "Commission Rate"), which includes all user fees, calculated as the sum of minutes plus all

applicable charges, without adjustment for bad debt and uncollectable revenues. Such payments shall be sent to the City within fourteen (14) days of the end of each month.

- B. The rates charged to users shall not exceed the tariffs mandated by the Public Utilities Commission for all services.
- C. At no time will City incur any charges or costs under this Agreement or be required to pay TIP for anything, including, but not limited to, equipment, maintenance, materials, updates, labor, services, or replacement parts or equipment, provided under this Agreement.
- D. TIP shall be responsible, at its sole cost, for the collection of charges for fraudulent or otherwise uncollectible calls.
- E. TIP shall be responsible for any and all billing disputes, claims, or liabilities that may arise in regards to this Agreement.
- F. Billing charges begin when the calling party is connected to the called party and shall be terminated when either party hangs up. Incomplete calls such as network intercept recordings, busy signals, no answers, refusals of calls, answering machine pick-ups, etc. shall not be billed.
- G. Under no circumstances will the Commission Rate be adjusted lower than the rate agreed to herein, nor will the City be obligated to renegotiate any portion of this Agreement as a result of an increase to the Commission Rate.

**SECTION 4. TERM: \*(Prop.A6)**

The term of the Agreement is for a period of three (3) years, commencing on the Effective Date. At the expiration of that term, the City has the option of continuing the Agreement in one-year increments under the same terms and at the same Commission Rates for a period of two (2) additional years. Each optional year requires the City's written approval for renewal with minimal interruption of service to the Facility.

**SECTION 5. PERMITS AND LICENSES: \*(Inst.16.)**

TIP shall obtain, at its own expense, all permits and licenses which may be required to complete the Work under the Agreement.

**SECTION 6. PATENTS AND COPYRIGHTS; HOLD HARMLESS, INDEMNIFICATION:  
\*(Inst.17) \*(Prop.B3.)**

- A. TIP agrees to indemnify, protect, defend, and save the City of Aurora and its officers and employees, harmless from any and all claims for infringement by reason of the use of any patented or copyrighted design, device, materials, or process, to be performed or used under the Agreement, and shall indemnify and save harmless the said City for any costs, expenses, attorney's fees, and damages which it may be obligated to pay, by reason of any such infringement at any time during its performance of, or after its completion of, the Work. TIP further asserts that to its knowledge the equipment and software proposed do not infringe on any U.S. patent or copyright.

- B. It is mutually understood and agreed that, without exception, contract prices include all royalties and costs arising in the Work. It is the intent that whenever TIP is required or desires to use any design, device, material, or process covered by letters or patent or copyright, the right of such use shall be provided for by suitable legal agreement with the patent or copyright owner. **\*(Instr.24)**

**SECTION 7. COMPLIANCE WITH LAWS AND REGULATIONS: \*(Instr.23)**

TIP shall at all times observe and comply with all Federal, State, Municipal and other local laws, ordinances, regulations, and requirements which in any manner affect the conduct of the Work, and with all Federal, State and local laws and policies of non-discrimination, sexual harassment, prevailing wages and others applicable thereto; and all such orders or decrees as exist at the present and which may be enacted later, of bodies or tribunals having jurisdiction or authority over the Work, and no plea of misunderstanding or ignorance thereof will be considered. TIP shall indemnify and save harmless the City and all its officers, agents, employees and servants against any requirement, claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by itself or its employees.

**SECTION 8. PROTECTION AND RESTORATION OF PROPERTY: \*(Instr.25)**

It is understood that in the execution of the Work there may be interference with and/or damage to trees, shrubbery, crops, fences, railroad tracks, overhead structures such as poles, wires, cables, underground structures such as sewers, gas mains, telephone conduits and cables, water mains, drains, service connections, wires pipes, conduits, located along, adjacent to, and/or crossing the locations of the Work, and that it may be necessary to relocate or reconstruct certain of such structures, improvements, and installations and/or reconstruct certain of such structures, improvements, and installations and/or to make repairs to the same by reasons of doing the Work herein provided for, and it is therefore particularly and specifically agreed that TIP, except as otherwise herein provided, shall do the Work necessary for such relocation, reconstruction, and repair and shall bear and pay all of the cost and expense of such relocation, reconstruction, and/or repair of, and all damage done to any and all such pipe line and other structures, improvements, and installations, including service connections, if any, to adjacent property, existing at the date of the execution of the Agreement and/or existing during the period of the Work to be done under the Agreement, which may be interfered with, damaged, and/or necessarily relocated, reconstructed, or repaired in the performance of the Work, including the restoration and resurfacing of unpaved portions of public streets and alleys, rights-of-way, easements, and private property damaged or disturbed by the Work, the same to be restored to as good condition as the same existed at the time of the commencement of any such Work or relocation.

It is further agreed that the owners of any structures, improvements, installations, referred to in the preceding paragraph shall have the right to do the Work or any part thereof necessary for the relocation, reconstruction, replacement, repair and other work required by reason of any interference with and/or damage to such structures, improvements, installations, due to the prosecution of the Work and upon completion of such Work by them done, said owners may render bills to TIP for the cost and expenses thereof which bills shall be paid by TIP without extra compensation therefore from the City, upon demand by said owners, or upon demand made by the City upon TIP for the payment thereof.

**SECTION 9. DAMAGE AND REPAIR LIABILITY: \*(Prop.A8)**

- A. The City shall not be liable to TIP for fraud, theft, vandalism/damage or loss to TIP's equipment, which is inflicted by inmates or the public.
- B. TIP warrants that all repairs and costs associated therewith will be made at its expense. TIP shall make all reasonable efforts to ensure that the System is operational and repaired as quickly as possible and in accordance with TIP's Proposal (See Proposal, Sections A.8, B.11).

**SECTION 10. INSURANCE; HOLD HARMLESS, INDEMNIFICATION: \*(Instr.26)**

At TIP's expense, TIP shall secure and maintain in effect throughout the duration of this Agreement, insurance of the following kinds and limits to cover all locations of TIP's operations. TIP shall furnish Certificates of Insurance to the City before starting or within ten (10) days after the execution of the Agreement, whichever date is reached first. All insurance policies shall be written with insurance companies approved by the City of Aurora and licensed to do business in the State of Illinois and having a rating of not less than A IX, according to the latest edition of the A.M. Best Company; and shall include a provision preventing cancellation of the insurance policy unless thirty (30) days prior written notice is given to the City. This provision shall also be stated on each Certificate of Insurance as: "Should any of the above described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice to the certificate holder named to the left".

If requested, TIP will give the City a copy of the insurance policies. The policies must be delivered to the City within two weeks of the request.

The limits of liability for the insurance required shall provide coverage for not less than the following amount, or greater where required by law:

- (1) Worker's Compensation Insurance – Statutory amount.
- (2) General Liability Insurance:
  - (a) \$1,000,000 per occurrence and \$2,000,000 general aggregate
  - (b) \$500,000 per occurrence for Property Damage
  - (c) \$1,000,000 per occurrence for Personal Injury
- (3) Auto Liability Insurance:
  - (a) Bodily injury with limits not less than \$1,000,000
  - (b) Property damage with limits not less than \$500,000
- (4) Umbrella excess liability of \$1,000,000 per occurrence, \$2,000,000 aggregate

TIP shall include the City as a primary, non-contributory additional named insured on both General and Auto Liability Insurance policies and indicate said status on any Certificates of Insurance provided to the City pursuant to this project. All insurance premiums shall be paid without cost to the City. TIP agrees to indemnify and save harmless the City of Aurora, its officers, agents and employees from and against all loss and expenses (including costs and attorneys' fees) by reason of liability imposed by

law or claims made upon the City of Aurora for damages because of bodily injury, including death, at any time resulting therefrom, sustained by any person or persons, or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of the Work, whether such claims or injuries to persons or damage to property be due to the negligence of TIP or its Subcontractors. TIP shall assume total risk and shall be responsible for any and all damages or losses caused by or in any way resulting from the Work and provide all insurance necessary to protect and save harmless the City of Aurora, its officers, employees and agents.

**SECTION 11. WORKERS COMPENSATION ACT; HOLD HARMLESS, INDEMNIFICATION:  
\*(Instr.27)**

TIP further agrees to insure its employees and their beneficiaries and the employees and beneficiaries of any subcontractor employed from time to time by it on said Work, the necessary first-aid, medical, surgical, and hospital services and any compensation provided for in the Workers Compensation Act of the State of Illinois that is or may be in force in the State.

Such insurance shall be placed by TIP in a company or association (to be approved by the City and to be accepted by Council thereof) authorized under the laws of the State of Illinois to insure the liability above specified.

TIP hereby further agrees to indemnify, keep and save harmless the City from all action, proceedings, claims, judgments, awards, and costs, loss, damages, expenses, and attorney's fees which may in any way come against the City by reason of any accidental injuries or death suffered by any of its employees or the employees of any subcontractor employed by it in and about the performance of the Work, and any and all liability resulting thereupon; and TIP, in case of any suit, action, or proceeding on account of any or all of the foregoing, shall defend the same for and on behalf of the City and indemnify the City therefore, and pay the amount of any and all awards and final judgments and orders rendered and entered therein, together with all loss, costs, damages, attorney's fees, and expenses incurred therein. TIP shall be the sole employer of its employees and workers, and in no way shall the City be considered a joint employer of same under any circumstance.

**SECTION 12. NOTICES: \*(new)**

TIP shall mail remuneration due City hereunder to City by first class mail, postage prepaid, and City and TIP shall give all required notices by personal service or certified or registered mail, receipt requested and postage prepaid, to the relevant following address:

**TO TIP**

TIP SYSTEMS LLC  
3118 Lausanne.  
Pasadena TX. 77505

**To CITY:**

City of Aurora  
44 East Downer Place  
Aurora, Illinois 60507

Attn: Mayor

With a copy to:

Alayne M. Weingartz  
Corporation Counsel  
City of Aurora  
44 East Downer Place  
Aurora, Illinois 60507

Required notices shall be effective upon the date of receipt by personal service or as evidenced by a valid return receipt. The name and/or address to which notice is required may be amended at any time by written notice to the other Party as provided herein.

**SECTION 13. ASSIGNMENT OF WORK: \*(form contract)**

TIP shall not assign the Agreement or any interest therein.

**SECTION 14. CANCELLATION; FORCE MAJEURE: \*(Instr.13)**

The City reserves the right to cancel the whole or any part of the Agreement if TIP fails to make delivery within the time stated. TIP will not be liable to perform within the time stated if situations arise by reason of strikes, acts of God or public enemy, acts of the City, fires or floods, but only to the extent so affected.

**SECTION 15. DEFAULT; TERMINATION: \*(Prop.A7)**

Except as otherwise provided in Section 15 of the Agreement, if either party defaults in the performance of any material obligation under this Agreement, then the non-defaulting party shall give the defaulting party written notice of its default setting forth with specificity the nature of the default. If the defaulting party fails to cure its default within thirty (30) days after receipt of the notice of default, then the non-defaulting party shall have the right to immediately terminate this Agreement and pursue all other remedies available to the non-defaulting party, either at law or in equity.

In the event that the City chooses to discontinue this Agreement either by termination or not extending the Agreement, TIP agrees to remove all its equipment from the Facility without charge and return the Facility to the same condition as it was when the Work was performed. Service and equipment will not be removed until another vendor has been acquired. The removal of equipment and process for disconnecting service will occur during the implementation of the replacement system with minimal interruption of service to the Facility. TIP shall cooperate with the vendor during the implementation of the new service.

**SECTION 16. CONFIDENTIALITY:**

- A. Any materials submitted by TIP that are considered confidential in nature must be clearly marked as such. Due to applicable laws and regulations concerning public documents, the City makes no representation that such material will be kept confidential. **\*(Prop.A12)**
- B. TIP will have access to audio recordings, records thereof, and personal information, which includes, among other things, names, addresses, personal identification information, credit and



debit card numbers, as a result of its Work under this Agreement. All such information is confidential. TIP agrees not to disclose audio recordings and records thereof, except to the City or upon the written consent of the City. Further, TIP agrees not to disclose personal information, except to the City or to the extent that it is necessary to obtain payment hereunder and in accordance with state and federal laws. TIP shall insure that any employees or contractors are aware of the confidentiality requirements under the Agreement and are properly trained to protect such confidentiality. Breach of this section shall be treated as a material breach of this Agreement. \*(new)

**SECTION 17. FREEDOM OF INFORMATION ACT: \*(form contract)**

TIP acknowledges the requirements of the Illinois Freedom of Information Act (FOIA) and agrees to comply with all requests made by the City of Aurora for public records (as that term is defined in Section 2(c) of FOIA) in the undersigned's possession and to provide the requested public records to the City of Aurora within two (2) business days of the request being made by the City of Aurora. The undersigned agrees to indemnify and hold harmless the City of Aurora from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the City of Aurora under this Agreement.

**SECTION 18. RIGHT OF ACCESS: \*(TIP Contract, 6)**

City shall permit TIP employees reasonable access, at no charge, to the Facility, and any associated equipment and terminal areas in connection with any and all Work, including, but not limited to, installation, inspection, maintenance, and removal of equipment.

**SECTION 19. COUNTERPARTS: \*(new)**

This Agreement may be executed in counterparts, each of which shall be an original and all of which together shall constitute one and the same Agreement.

**SECTION 20. CHOICE OF LAW AND FORUM: \*(new)**

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and any court proceedings between the Parties hereto shall be brought in Kane County, Illinois.

**SECTION 21. ENFORCEABILITY: \*(new)**

If any provision of this Agreement is found to be invalid, illegal or unenforceable, that provision shall be severable from the rest of this Agreement and the validity, legality and enforceability of the remaining provisions will in no way be affected or impaired.

**SECTION 22. AUTHORITY TO CONTRACT: \*(TIP Contract)**

Each Party warrants to the other Party that it has the right to enter into this Agreement.

**SECTION 23. CAPTIONS. \*(new)**

Paragraph headings are for convenience only, and in no way define or limit the scope and content of this Agreement.

**SECTION 24. EFFECTIVE DATE: \*(new)**

This Agreement shall become effective upon the date last signed by the City.

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF AUSTIN

By: \_\_\_\_\_

Mayor Thomas J. Weisner

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

12-21-11

**ATTEST:**

By: \_\_\_\_\_

Cheryl M. Vonhoff, City Clerk

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

12-21-11

**TIP SYSTEMS, LLC**

By: \_\_\_\_\_

Mark A. Styron, President

**ATTEST:**

Secretary

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

**ATTACHMENT A**  
**TIP SYSTEM'S RESPONSE FOR PROPOSAL, ENTITLED "INMATE TELEPHONE SYSTEM"**



# AURORA POLICE DEPARTMENT

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1200 E. Indian Trail ★ Aurora, Illinois 60505-1896  
Phone (630) 256-5000 ★ Facsimile (630) 256-5729

**Chief of Police**  
Gregory S. Thomas

**Commanders**  
Joseph J. Groom  
Paul B. Nelson  
Kristen L. Ziman

**To:** Mayor Thomas Weisner  
**From:** Sergeant Douglas Podschweit  
**Date:** November 27, 2011  
**Re:** Finance Committee - Authority to accept a bid from Texas Inmate Phone Systems to install an Inmate Telephone System into the jail.

**PURPOSE:**

Recommendation of bid award for the Jail Inmate Phone System to the most responsible bidder, meeting the requirements and intent of the specifications, and best responding to the needs of the City of Aurora, Illinois.

**BACKGROUND:**

The new Aurora Police Department and Detention Center opened in January 2010 however; due to the specialized nature of an inmate telephone system, a telephone system was not installed. Currently, upon intake of detainees, they are allowed to make their initial calls at the city's expense. The calls are not recorded or tracked.

This Inmate Jail Phone System is a much needed tool and the benefits of the system are numerous. The phones will increase officer safety by eliminating unnecessary contact with inmates and it will reduce the amount of time the staff spends and providing calls to inmates. The system will reduce the city's liability by having a documented record of inmate calls. The system has many investigative tools and evidentiary functions. These functions allow investigators to track, log, and record phone calls. The information gained from this has proven to be an invaluable resource in solving serious crimes and in preventing future crimes. The calls are recorded in accordance with Illinois eavesdropping laws and Illinois Jail Standards.

As set by the jail phone industry standard there is no cost to the City of Aurora for the installation, maintenance, and servicing of the phone system. In addition the City of Aurora will collect revenue from the phone calls based on a commission rate set by the phone vendor. (See attached commission and calling rates.)

**DISCUSSION:**

The City of Aurora, on behalf of the Aurora Police Department (APD), released Request for Proposal for a Jail Inmate Phone System in January of 2011. There were four companies who responded and submitted bid packages.

The four respondents, in alphabetical order, were: Crown Correctional Inc., Michigan Paytel Inc., Telmate, and Texas Inmate Systems.

The Jail inmate Phone System evaluation team, comprised of Central Service (Jail) Supervisors and Investigations Division Supervisors, conducted a fair, impartial, and objective review of the submitted bid packages. The team did not consider the commission rate as part of the review. This allowed the evaluation team to evaluate system capabilities without being influenced by potential commission revenue.

It should be noted that prior to the team's final selection of Texas Inmate Phones Systems (TIPS) their references were thoroughly researched and checked. In addition The City's Legal Department and Technical Services were also consulted and reviewed the vendor's credentials and the phone system. The results were positive.

All of the systems were fairly comparable in functionality, but the team feels the TIPS phone system went above and beyond in meeting the bid specifications in the RFP. The system offers more features, functions, and investigative tools for the jail personnel, investigators, and end user alike. The selection of the Texas Inmate Phone System was unanimous among the evaluation team. The evaluation team determined the inmate phone system from Texas Inmate Phone Systems would best serve the Police Department Detention facility and inmates. (See attached Scoring Matrix and score sheet.)

Key points in the selection are:

- Texas Inmate Phone Systems (TIPS) RFP response was very detailed, clearly explained, and better prepared than the other responses.
- TIPS has the most experience in Municipal Jail Phone Systems comparable to size and scope of our Detention facility.
- The TIPS system met or exceeded all specifications in the RFP
- Earned highest rating based on evaluation matrix
- Phones have a patented cord-free design for suicide prevention.
- Best software, investigative tools, and evidentiary tools.
- References gave high praise for the company in all aspects.
- Best system to allow detainees to contact easily contact friends and family.
- Texas Inmate Phone System best meets the need s of the jail.

**Recommendations:**

The evaluation team recommends the Finance Committee grant authorization to accept the bid from Texas Inmate Phone System.

Respectfully,

Sgt. Podschweit  
Aurora Police Department  
Booking Division

**Exhibit: A**

**Evaluation Matrix**

Minimum Possible Points	Maximum possible points	Category	Texas Inmate Phone System TIPS, INC.	Michigan Paytel Inc.	Telmate	Crown Correctional Inc.
3	5	Mandatory Site Meeting	3	3	3	3
12	15	Experience / Reference		12	12	12
45	75	General Requirements	45	45	45	45
36	60	Fraud Management		36	36	36
12	20	Other Investigative Tools		12	12	12
9	15	Call Acceptance	9	9	9	9
9	15	System Security	9	9	9	9
21	35	Reports	21		21	
39	65	Service and Maintenance	39	39	39	
18	30	Installation and Cut-Over	18	18	18	18
12	20	Call Monitoring and Recording		12	12	12
6	10	Training	6	6	6	6
27	45	Payments Options	27	27	27	27
33	55	Equipment		33	33	33
21	35	Fees, Rates and Commissions	21	21	21	21
45	65	Commission Structure	45	45	45	45
348			355	347	348	342

\* Numbers highlighted in yellow above minimum category score.

\*\* Numbers highlighted in red under minimum category score.

**Conformity to specifications point system**

0 - Points Non-compliant, did not meet bid specifications

1-2 Points Partially compliant to bid specifications

3 Points Meets bid specifications

4-5 Points Exceeds bid specifications

The APD Inmate Phones System bid review committee, comprised of Central Services Sergeants and an Investigations Sergeant reviewed the bid packages that were submitted in response to the invitation to bid.

The committee scored each bidder's response to each of the specifications set forth in the RFP. The Specifications were placed into categories. The above point system was used to evaluate the responses to each specification.

**Exhibit: B**

Inmate Telephone Rates and Commission Rate to city per the TIPS RFP response.

	Connection	Per Minute	Commission Rate to City
<b>Local</b>	\$ 5.25	\$ 0.30	<b>45%</b>
<b>IntraLata</b>	\$ 5.25	\$ 0.30	<b>45%</b>
<b>InterLata</b>	\$ 5.25	\$ 0.89	<b>45%</b>
<b>Interstate</b>	\$ 5.25	\$ 0.89	<b>45%</b>
<b>Canada</b>	\$ 6.25	\$ 1.29	<b>45%</b>
<b>Caribbean</b>	\$ 6.25	\$ 1.29	<b>45%</b>
<b>Mexico</b>	\$ 6.25	\$ 1.29	<b>45%</b>

**Exhibit: C**

List of Calling / Commission Rates as submitted by vendors for RFP

Company	Calling Rates	Commission
Michigan Paytel, Inc.	Surcharge 2.50 \$0.20 - \$.029 Per Min (Based on Mileage)	30 % of gross revenue
Texas Inmate Systems	\$ 5.25 - 6.25 connection \$0.030 Min - \$0.89 Min (Local - Interstate)	45 % gross revenue
List of all Calling / Commission Rates submitted as response to RFP.		



# City of Aurora

Purchasing Division • Finance Department • 44 E. Downer Place • Aurora, Illinois 60507-2067  
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**Esther L. Sanders**  
Director of Purchasing

**TO:** Mayor Thomas Weisner

**FROM:** Esther L. Sanders, Director of Purchasing

**DATE:** December 2, 2011

**SUBJECT:** Resolution Accepting the Bid from Texas Inmate Phone System, Pasadena, Texas to Install an Inmate Phone System at the New Police Headquarters for the Aurora Police Department to be Recommended to the Finance Committee at the December 13, 2011 Meeting

A request has been received from Sgt. Doug Podschweit, Aurora Police Department, to accept the bid from Texas Inmate Phone System, Pasadena, Texas to install an Inmate Phone System at the New Police Headquarters for the Aurora Police Department.

At the time of this writing, the Finance Department has been contacted to ensure Texas Inmate Phone System, 3118 Lausanne Avenue, Pasadena, Texas has no outstanding balances on their account with the city.

Should you support this request, kindly forward the attached Resolution to the Finance Committee at the December 13, 2011 meeting for further review and consideration.

Respectfully,  
/els  
Attachments

**Forward to Finance Committee for consideration**

*CAE 12-9-11*

**Mayor's Office Initials & Date**

cc: Alderman Bob O'Connor, Chairman  
Alderman Lynda Elmore  
Alderman Abby Schuler  
Alderman John "Whitey" Peters, Alternate  
Brian Caputo, Chief Financial Officer/City Treasurer  
Carie Anne Ergo, Chief Management Officer  
Chief Gregory Thomas, Aurora Police Department  
Sgt. Kenneth Thurman, Aurora Police Department  
Sgt. Doug Podschweit, Aurora Police Department



F11.200

**R E C O M M E N D A T I O N**

**TO: THE COMMITTEE OF THE WHOLE**

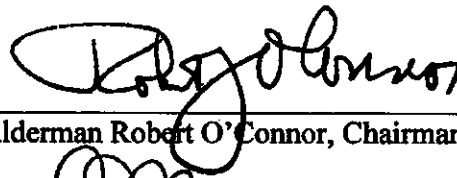
**FROM: THE FINANCE COMMITTEE**

The Finance Committee at a Regular Scheduled Meeting on Tuesday, December 13, 2011

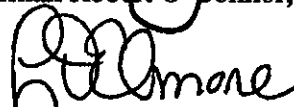
Recommended **APPROVAL** of A Resolution Accepting the Bid from Texas Inmate Phone System, Pasadena, Texas to Install an Inmate Phone System at the new Police Headquarters for the Aurora Police Department – APD

The Vote: 3-0

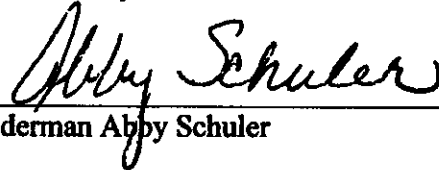
Submitted By



Alderman Robert O'Connor, Chairman



Alderman Lynda Elmore



Alderman Abby Schuler

\_\_\_\_\_  
Alderman John "Whitey" Peters, Alternate

Dated this 14th day of December, 2011

**CITY OF AURORA, ILLINOIS  
CITY CLERK'S OFFICE**



**INTEROFFICE MEMORANDUM**

DATE: December 22, 2011  
TO: Sgt. Douglas Podschweit, Police Department  
FROM: Cheryl Vonhoff, City Clerk *Cheryl*  
RE: Texas Inmate Phone System

I am forwarding you a copy of Resolution R11-350 that accepts the bid and authorizes the agreement with Texas Inman Phone System for an inmate phone system. Also enclosed is the agreement that has been signed by Mayor Weisner.

If you have any questions, please contact me.

Enclosure

c: Esther Sanders, Purchasing Division