

# **BREWSTER COUNTY TEXAS REQUEST FOR PROPOSAL INMATE PHONE SYSTEM**

Posted Date: December 16, 2014

Due Date/Time: January 15, 2015 2:00 P.M. (CT)

BREWSTER COUNTY'S INTENT of this Request for Proposal (RFP) and resulting contract is to obtain proposals from and the services of a qualified firm with experience in providing an Inmate Phone System; i.e. local and long distance telephone service, including a recording and monitoring system and equipment for the inmates at the Brewster County Jail located at 101 West Avenue E, Alpine, Texas 79830.

Pursuant to the provisions listed below, sealed proposals will be subject to the terms and conditions listed below and will be made a part of the final contract. This document should be included in the proposal submitted. All proposals must be date/time stamped at the office designated in the proposal on/or before the hour and date specified for the proposal opening. Any proposal received after the date and time specified will not be considered.

The proposer's signature is required for acceptance and confirms proposer has read and understands all requirements concerning this Request for Proposal. Faxed proposals will not be accepted.

**Each proposal must be SEALED and the envelope CLEARLY marked:**

## **RFP for Inmate Phone System**

Refer Inquiries and Submit Proposals to the following:

Brewster County  
Attn: County Judge  
201 W Ave E  
Alpine, Texas 79830

Email: County.Judge@co.brewster.tx.us  
Phone: (432) 837-2281

## **Schedule of Events:**

Posted Date: December 16, 2014  
Questions Due: January 5, 2015  
Proposal Due: January 15, 2015

IT IS UNDERSTOOD that Brewster County, Texas reserves the right to accept or reject any and/or all proposals as it shall deem to be in the best interest of Brewster County. The award of this contract shall be made to the responsible Offeror whose proposal is determined to be the highest evaluated taking into consideration the relative importance of price and the other evaluation factors providing overall best value. Brewster County reserves the right to negotiate additional terms and conditions with the selected vendor.

PROPOSALS SHALL include this RFP and all additional documents submitted. Each proposal shall be placed in a sealed envelope, and each signature page shall be manually signed by a person having the authority to bind the firm in a contract. The envelope shall be sealed and clearly marked (RFP Inmate Phone System. **One (1) original, six (6) copies and one (1) electronic copy must be submitted.**

LATE PROPOSALS: Proposals received after submission deadline will be considered void and unacceptable. They may be returned at proposer's expense. Brewster County is not responsible for lateness of mail carrier, etc.

ALTERING PROPOSALS: Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the proposal, guaranteeing authenticity.

WITHDRAWAL OF PROPOSAL: A proposal may not be withdrawn or cancelled by the Offeror for a period of ninety (90) days following the date designated for the receipt of proposal, and Offeror so agrees upon submittal of their proposal.

PROPOSALS WILL BE received and publicly acknowledged at the location, date and time stated above. Offerors, their representatives and interested persons may be present. Proposals shall be received and acknowledged only so as to avoid disclosure of the contents to competing Offerors and kept secret during negotiation/evaluation process. However, all proposals shall be open for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the proposal and identified by Offeror as such. County may request a system presentation after receipt of submittals.

**I. SCOPE OF WORK**

**A. PURPOSE**

Brewster County's intent of this Request for Proposal and resulting contract is to obtain proposals from and the services of a qualified firm with experience in providing an Inmate Phone System for the Brewster County Jail, 101 West Avenue E, Alpine, Texas 79830. There are approximately 11 inmate phones at the jail.

**B. EVALUATION CRITERIA AND FACTORS**

The County will review all responses to assure compliance with the specifications; failure to comply may result in Offeror being excluded from further consideration. The requirements listed shall be met by all Offeror's proposals. In instances where the proposal differs from these requirements, Offeror shall note the differences and describe in detail how their proposal will

meet the County's needs without including their specific requirement. An inmate phone system is a vital service to the Sheriff's Office; the investigative tools, operation efficiencies and added security are important aspects expected to be derived from this service.

The evaluation criterion allows for a maximum of 100 points and is grouped as follows:

- 40 Pts. Net Commission Rate, after any and all fees to the County.
- 30 Pts. Technical features, security features, reliability and other functionality.
- 30 Pts. References, past performance, financial stability.
- 100 Pts. Total

C. SUBMITTAL

For proper comparison and evaluation, Brewster County requests that proposals use the following format:

1. Cover Letter – A brief introductory letter of representation.
2. Executive Summary – A brief summary highlighting the most important points of the proposal.
3. Degree of Compliance – A statement that all products and services quoted in proposal are in full accord with the specifications or a brief listing of all those specification sections to which the Offeror takes exception.
4. Proposal Pricing/Delivery – All Phone Rates shall be itemized for all items requested in this proposal. Brief notes referencing specific line items may be included, if necessary for explanation. A schedule of delivery, transition and installation must also be included taking into consideration the desire by County to begin contract performance on February 16, 2015.
5. Please attach a complete Proposed Commission Rate and Commission Amount worksheet detailing calculations of each type of call.
6. Explanations and Exceptions – Brewster County recognizes that some vendors may not meet each and every specification of this RFP. You may give any explanations as to any technical specification you deem as not critical and the reasons therefor. Explanations, exceptions, comments, etc., pertaining to the specific sections of the specifications. All comments shall be listed and numbered in order of the respective article of the specification.
7. Descriptive Literature – Illustrative or descriptive literature, brochures, specifications, drawings, diagrams, etc., that provide additional product/service information with regard to issues addressed in other areas of the Offeror's proposal.
8. Contractor Background Information – This section should include a description of the Offeror's experience with other services similar to the one described herein. This information should include similar jobs, customer contacts and other information that Brewster

County can use as a basis for performance evaluation. This section should also include information on your organization and staff assigned to the project.

9. References – Offeror shall submit with this proposal a list of all references where like services or similar projects have been performed by their firm in the State of Texas for last five (5) years. Include name of firm, address, telephone number, name of representative and email address.
10. Proof of Financial Responsibility – Offeror shall provide proof of financial responsibility through Audited Financial statements, D&B ratings, Bank references and/or other current information indicating the firm’s financial strength and ability to continue as an on-going concern.
11. Affidavit of Non Collusion – attached.

## **II. GENERAL CONTRACT TERMS AND CONDITIONS**

### **A. CONTRACT AWARD**

Brewster County reserves the right to award the contract to the highest evaluated proposal resulting from negotiation, considering the weighted factors of evaluation. Brewster County reserves the right to award no contract or to negotiate additional terms and conditions with Offerors.

### **B. CONTRACT**

This proposal is not a contract. A contract to provide service shall be offered, at the discretion of Brewster County, to the winning Offeror.

### **C. TERM OF CONTRACT**

The term of this contract shall be for three years from date of award. Brewster County reserves the right to extend this contract through written mutual consent of both parties at the same terms, conditions and prices as stated in this Request for Proposal upon approval of Commissioner’s Court at one year intervals.

### **D. CONTRACT MODIFICATIONS/CHANGE ORDERS**

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All changes to the contract will be made in writing between the parties.

### **E. CONFLICT OF INTEREST**

No public official shall have interest in this contract, in accordance with Vernon’s Texas Codes Annotated, Local Government Code Title 5, Subtitled C, Chapter 171.

### **F. ETHICS**

The Offeror shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Brewster County.

### **G. EXCEPTION/SUBSTITUTIONS**

All proposals meeting the intent of this Request for Proposal will be considered

for award. Offeror's taking exception to the specifications or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the proposal. The absence of such a list shall indicate that the Offeror has not taken exceptions and shall hold the Offeror responsible to perform in strict accordance with the specifications of the RFP. Brewster County Commissioners Court reserves the right to accept any and/or all/none of the exception(s)/substitution(s) deemed to be in the best interest of the County.

H. **ADDENDA**

Any interpretations, corrections or changes to this Request for Proposal and Specifications will be made by addenda. Sole issuing authority of addenda shall be vested in Brewster County. Addenda will be posted at the Brewster County Courthouse. Interested proposers must submit their name, address, fax number, and e-mail address to ensure they receive addenda. The County will not be responsible for any proposer's failure to receive addenda or changes if the Offeror has not submitted their name address, fax number, and e-mail address. This information may be submitted with a proposal. It is the responsibility of the proposer to contact the County prior to the closing date to confirm they have received all addenda, if any.

I. **COMPLIANCE**

Proposal must comply with all federal, state, county and local laws, as well as FCC inmate telephone service rules concerning this type of service.

J. **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE OFFERORS**

An Offeror must affirmatively demonstrate their responsibility. An Offeror must meet the following requirements:

- 1.) adequate financial resources, or the ability to obtain such resources as required;
- 2.) comply with the required or proposed delivery schedule;
- 3.) satisfactory record of performance;
- 4.) satisfactory record of integrity and ethics;
- 5.) be otherwise qualified and eligible to receive an award.

Brewster County may request representation and other information sufficient to determine Offeror's ability to meet these minimum standards listed above.

K. **DOCUMENTATION**

Successful Offeror shall provide with this proposal response, all documentation required by this RFP. Failure to provide this information may result in rejection of proposal.

L. **LIABILITY**

Successful offer shall defend, indemnify and save harmless Brewster County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful Offeror, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from award of this RFP. Successful Offeror shall pay any

judgment with cost which may be obtained against Brewster County growing out of such injury or damages.

M. ASSIGNMENT

The successful Offeror shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written consent of Brewster County Commissioners.

N. SALES TAX

Brewster County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the offered prices shall not include taxes.

O. DAMAGE AND REPAIR LIABILITY

The County will have no liability to the Vendor for fraud, theft, vandalism/damage or loss of the Vendor's equipment inflicted by the inmates or the public. All costs associated with the repair will be the responsibility of the Vendor. Vendor warrants that all repairs will be made at its expense. Offerors shall make all reasonable efforts to ensure that the phone system is operational and repaired as quickly as possible.

P. INSTALLATION/DISCONNECTION

The Vendor will be responsible for all costs of installation or disconnection throughout the term of the Contract. The Vendor shall be required to furnish and install new equipment, dedicated lines and any other item necessary to make this service functional.

Q. CONTRACT ADMINISTRATOR

Under this contract, Brewster County may appoint a contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between the Brewster County and the successful Offeror.

R. INSURANCE

The awarded Offeror shall instruct his insurance agent or carrier to furnish at his/her own expense, to the County, a Certificate of Liability Insurance listing the County as "**Additional Insured**".

The awarded Offeror shall furnish and keep in full force the following insurance during the term of this Contract:

Commercial General Liability at minimum combined single limits of (\$500,000 per occurrence and \$500,000 general aggregate) for bodily injury and for property damages, which coverage shall include products/completed operations at \$500,000 per occurrence. Coverage must be written on an occurrence form.

All of the aforementioned policies shall be issued immediately after the Offeror receives notification of award. Acceptance of proof of insurance supplied by the successful Offeror, nor failure to disapprove the insurance shall relieve

the successful Offeror of full responsibility of liability, damages and accidents as set forth herein. No additional payments shall be made for any insurance that the successful Offeror may be required to carry.

### **III. VENDOR QUALIFICATIONS, EXPERIENCE, TECHNICAL PREFERENCES**

#### **A. EXPERIENCE**

- i. Offeror should have a minimum of five (5) year experience in providing inmate phone service to Texas counties with inmate phones. Offeror shall provide an overview of their firm, including years and nature of experience in telephone business.

#### **B. TECHNICAL REQUIREMENTS BREWSTER COUNTY WOULD PREFER**

- i. System shall be Web-Browser-based and Mobile Client friendly that will interface with County owned/network computers, smart phones, tablets and other such devices.
- ii. The proposed system shall require no County hardware storage capacity.
- iii. The proposed system must provide easy remote access to recordings and monitoring without the need for the agency to provide additional hardware.
- iv. The proposed system shall only allow outgoing calls.
- v. Brewster County representatives must be able to change call duration limited by inmate PIN, specific telephone or group of telephones.
- vi. The users – inmate and called party – shall be notified of time limit in advance of the system terminating the call.
- vii. The proposed system must require active acceptance by the called party.
- viii. The proposed system shall include user prompts in English and Spanish in addition to other languages that may be requested by the County.
- ix. The vendor shall have a program that will attempt to set-up an account for individuals who are not able to accept collect calls, enabling families to quickly communicate with incarcerated individuals. Please describe your program.
- x. Vendor must notify end user when they have reached 75% of its site or personal credit limit and describe notification process.
- xi. Search ability with area codes and length of associated call.
- xii. Demonstrated voice clarity on both ends of call.
- xiii. Ability to send alerts in the form of text or email to investigators triggered by number dialed or inmate PIN coupled with the ability for investigator to covertly join the call.
- xiv. Printable reports that can be exported to Microsoft Xcel.
- xv. Option for live call monitoring.
- xvi. Available call destination information for investigator to see detailed call lookup information about numbers dialed.
- xvii. Multiple options for downloading call including DVD, MP3, WAV file, etc.
- xviii. Option for Free local calls with ability to limit inmate PIN.

#### **C. PERSONAL IDENTIFICATION NUMBER (PIN)**

- i. The proposed system shall utilize Personal Identification Numbers

- (PIN) for the inmates. Describe your system's use of PINs, including Open PIN, Restricted PIN, and Closed PIN.
- ii. The proposed system shall prevent duplicate PINs.
- iii. What is the minimum and maximum number of digits used in a PIN?
- iv. The County must be able to restrict calls based on the inmate's PIN. This includes call duration, time of day, and destination numbers.

D. FRAUD MANAGEMENT

- i. The proposed system shall be able to detect, notify and prevent three-way or conference calls, except for those calls to attorney's or other approved numbers. Please provide a description of the process you have deployed on your platform and why you feel the technical approach provides the best 3-way detection solution.
- ii. The proposed system shall prevent the inmate from receiving a second dial tone, or "chain-dialing."
- iii. The proposed system shall detect any extra digits dialed by the inmate after the party has accepted the call. Please describe process.
- iv. The proposed system shall have capability to remotely survey Inmate calls and be able to transfer specific calls in progress to investigators.
- v. The proposed system shall brand each call with the name of the facility and the inmate placing the call.
- vi. The proposed system shall continue to play the brand recording at random intervals throughout the call.
- vii. The proposed system shall guard against "Hook-switch dialing," and other fraudulent activities. Please describe.
- viii. The inmate shall not communicate with the called party until the call has been accepted.
- ix. The system shall detect the difference between an accepted call, and an answering machine, busy signal, or other telephone activity. Please describe.
- x. The proposed system shall allow call blocking of specific numbers by inmate PIN, telephones, or group of telephones.
- xi. The proposed system shall permit the called party to block all future calls from a correctional facility.

E. OTHER INVESTIGATIVE TOOLS

- i. The system will need to be equipped with a remote call-forwarding feature for those numbers that are under surveillance by the investigative unit. The feature will need to allow authorized personnel to monitor a call, from any remote location, while the call is in progress. The call will need to be automatically re-routed once the call is accepted by the called party and in progress. There cannot be any distance barriers to the retrieval process so the remote telephone number can be located within the facility or across the country.
- ii. Please provide any other additional investigative tools, features or creative solutions that might be available to Brewster County other than those listed as required minimums above.

F. CALL ACCEPTANCE

- i. The proposed system shall alert the called party of the per-minute cost of the call prior to acceptance.
- ii. The called party must actively accept the call.
- iii. The inmate cannot communicate with the called party until the call has been accepted.
- iv. Billing does not begin until the call is accepted

G. SYSTEM SECURITY

- i. The proposed system must be programmed for auto shut-off at times designated by the County.
- ii. County personnel must be able to manually shut down the system. The system must include a Master on/off switch that interfaces with the County's software.
- iii. The proposed system shall be password protected to permit only appropriate facility personnel access to the system.
- iv. The system must have the capability to enable and disable any phone at the facility from any secured remote computer or device.
- v. For security purpose the system must be a system that will keep all records secure.
- vi. Call recordings must be maintained for a minimum of one year.  
Describe your system and how your system will meet this requirement.

H. REPORTS

- i. The vendor shall supply the capability for the facility to view and track call activity, commission information, and facility service requests at any time via a web accessible site.
- ii. The vendor shall supply call detail reports to the County. These reports shall contain a variety of call information and be customizable to suit the County's needs.
- iii. Standard reports should include: Frequently Dialed Numbers, 3-Way Call Attempts, and Call Volume by Telephone.
- iv. Vendor shall supply monthly revenue reports.
- v. Vendor shall attach samples of their call detail and other standard reports.
- vi. Vendor shall provide secure access to all calling activity within the facility via the internet/web. The hosted site will need to provide an interface that will allow a facility to view call detail reports, check and track a facility commission data. This system should also allow facilities to open and/or view the status of service tickets.

I. SERVICE & MAINTENANCE

- i. Vendor shall provide service 365 days per year.
- ii. Vendor shall provide a toll-free service number for live technical assistance.
- iii. Vendor shall provide service policies and procedures as an attachment to this proposal.
- iv. Provide a contact person who will be responsible for ongoing account management and support.

J. INSTALLATION AND TESTING

- i. Offeror shall submit a complete and detailed schedule of the time-frame required for installation, coordination, training, and testing.

K. CALL MONITORING AND RECORDING

- i. The proposed system shall maintain 365 days of call recording online.
- ii. Facility personnel must be able to search call recordings by dialed number, date, time, inmate account, or site ID.
- iii. Facility personnel must be able to simultaneously listen to and record conversations.
- iv. Recordings must be backed for archival for one year online and one year off line. Please describe system utilized.
- v. The proposed system shall have the ability, as authorized by the Sheriff's Office, to monitor live or listen to previously recorded calls.
- vi. The proposed system software shall be based on security level and password protected.
- vii. Indicate the ability of the system to identify:
  - a. Telephone number originating call
  - b. Time of call
  - c. Telephone number called
  - d. Most frequently called numbers
  - e. Length of call
  - f. Identify numbers called from a specific telephone number
  - g. Identity telephone numbers called by a specific inmate
  - h. Alarm number status
  - i. Alarm a telephone number and allow automatic recording of the call
  - j. Multiple calls from different inmate phones to the same number
  - k. Indicate your systems ability to be monitored from any PC with proper access permissions.

L. TRAINING

- i. Vendor shall provide on-site training to the Brewster County staff in system administration, operation and reporting within 30 days of installation.

M. PAYMENT OPTIONS AND INFORMATION

- i. The proposed system shall allow collect calls.
- ii. The proposed system shall provide a debit account for inmates' families and other approved parties.
- iii. All prepaid calls will be subject to the same restrictions and features as standard inmate collect calls.
- iv. The called party shall be informed of the per-minute cost of the call prior to accepting the charges.
- v. The proposed vendor shall have a system in place that will allow inmate families and friends to set-up alternate billing methods directly with the vendor. Two of the methods the County would like to see offered are:

1. Provide Brewster County and inmates' family/friends with a phone number and contact person for questions, complaints or other problems related to the inmate phone system.
  2. The vendor shall have a calling card payment system that will be administered by the Brewster County jail. This system will allow customers to prepay for calls from the facility. Calling cards will be in \$10.00 denominations.
- vi. List the upfront fee (activation fee or load fee) you will charge for an inmate calling card or inmate calling account.

N. EQUIPMENT

- i. Since space is limited, list and describe any additional equipment that you will install. The description must include make, model, function and physical size of each piece of equipment.

**IV. FEES, RATES & FACILITY COMMISSIONS**

A. FEES, RATES & COMMISSIONS

The system will need to have the capability to inform the called party of the call cost prior to acceptance.

1. The rates charged to users shall not exceed the tariffs as mandated by the Public Utilities Commission or Federal Communications Commission for all services. Please provide a copy of the rates that will be charged.
2. The vendor shall be responsible for the collection of charges for fraudulent or otherwise uncollectible calls.
3. The vendor shall be responsible for any and all billing disputes, claims or liabilities that may arise in regards to its provisions of this contract.
4. Vendor billing to called parties must include the vendor information and a toll- free telephone number to resolve billing disputes.
5. Billing charges shall begin at the time of the call completion 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.
6. List all fees billed to customers for collect/direct billing calls.

B. COMMISSION STRUCTURE

Please provide information on the commission structure. Include the following within your response:

1. What is the percentage of commission you will pay Brewster County?

2. Explain in detail the method used to calculate revenue to the County (e.g., gross revenue, adjusted gross revenue, net revenue).
3. State applicable deductions from Gross Revenue before calculating the County's revenue.
4. Method of reporting the calculation of the County's commission payment.
  - a. Provide samples of proposed reports.
  - b. Is there a charge for customized reports?
  - c. If yes, provide amounts.
5. Describe collection procedures.
  - a. The County reserves the right to audit collection procedures and commission computations and to terminate the contract if repeated inaccuracies in either procedures or computations are revealed.
  - b. What types of reports are available to Brewster County to audit commission payments? Provide samples of reports.
  - c. Brewster County requires detailed reports of placed, accepted, local and long distance calls. A sample of each report must be attached.
6. Describe the procedure for billing.
  - a. Describe your billing process and who handles billing.
  - b. Will there be any handling fees charged to the County?
  - c. Are there any deductions from revenues?
7. Provide vendor proposed calling rates for local, Interstate, and International calls.

**NON-COLLUSION  
AFFIDAVIT**

The undersigned certifies that the prices contained in this proposal have been carefully reviewed and are submitted as correct and final. He/she further certifies that Offeror agrees to furnish any and/or all items upon which prices are extended at the price offered and upon the conditions contained in the specifications of the Request for Proposal. The period of acceptance of this proposal will be ninety (90) days from the date of proposal opening.

**STATE OF TEXAS** §

**COUNTY OF BREWSTER** §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared \_\_\_\_\_ who after being by me duly sworn, did depose and say: "I, \_\_\_\_\_ am a duly authorized officer of or agent for \_\_\_\_\_ and have been duly authorized to execute the forgoing proposal on behalf of \_\_\_\_\_ the said \_\_\_\_\_." I hereby certify that the foregoing proposal has not been prepared in collusion with any other Offeror or other person or persons engaged in the same line of business prior to the official opening of this proposal. Further, I certify that the Offeror is not now, nor has he/she been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of equipment, services or supplies bid on, or to influence any person or persons to bid or not to bid thereon."

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

Title: \_\_\_\_\_

Typed/Printed Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

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

Mailing Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Fax: \_\_\_\_\_

Employer Identification Number/Social Security No: \_\_\_\_\_

SUBSCRIBED AND SWORN to me by the above named \_\_\_\_\_  
on the \_\_\_\_\_ day of 20 \_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas

**TYPE OF BUSINESS ORGANIZATION**

The Offeror, by checking the applicable box, represents that:

A. It operates as a corporation incorporated under the laws of the State of Texas,  an individual,  a partnership,  a nonprofit organization or  a joint venture; or

B. If the Offeror is a foreign entity, it operates as  an individual,  a partnership,  a nonprofit organization,  a joint venture, or  a corporation, registered for business in \_\_\_\_\_ (state or country).

**No Adverse Change**

Since the date of the Offeror’s most recent financial information provided to Brewster County, there has not been any material adverse change in its business or condition nor has there been any change in the assets or liabilities or financial condition of the Offeror which is material to the Offeror’s ability to perform its obligations under this Contract.

**Disclosure**

There is no material fact which materially and adversely affects or in the future will (so far as Offeror can now reasonably foresee) materially and adversely affect its ability to perform its obligations under this Contract which has not been accurately set forth in this Contract or otherwise accurately disclosed in writing to Brewster County by the Offeror prior to the date hereof.

Signed By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Typed/Printed Name: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Date: \_\_\_\_\_