



STATE OF ARIZONA

NOTICE OF REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NUMBER ADOC14-00003887/14-066-24

PROPOSAL DUE DATE May 1, 2014 AT 3:00 P.M. M.S.T.

In accordance with A.R.S. § 41-2534, competitive sealed proposals for the materials or services specified will be received by the Department of Corrections through the electronic procurement system ProcureAZ at https://procure.az.gov/bsol/. Proposals received by the correct time and date will be opened on-line.

Late proposals will not be considered.

A Pre-Proposal Conference and On-site Inspections have been scheduled. For details, please see page 3, Special Terms and Conditions, Paragraph 1.2.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE REQUEST FOR PROPOSAL.

REQUESTING AGENCY: Arizona Department of Corrections
SERVICE: Inmate Telephone System
LOCATION: Statewide
CONTRACT TYPE: Fixed Price
CONTRACT TERM: Five (5) Year with Five (5) Year Renewal Option

\*An Equal Employment Opportunity Agency\*

Kristine Yaw, Procurement Manager

(602) 542-1172
PHONE

March 6, 2014
DATE

LEON GEORGE CHIEF PROCUREMENT OFFICER

**Description: Inmate Telephone System**

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**1 SPECIAL TERMS AND CONDITIONS**

**1.1 PURPOSE**

1.1.1 Pursuant to provisions of the Arizona Procurement Code, A.R.S. §41-2501, et. seq., the State of Arizona, Department of Corrections, hereafter known as the Department intends to establish a Contract for Inmate Telephone System Proposals from qualified Offerors will be accepted for the purpose of selecting a Contractor to provide Inmate Telephone System for the Arizona Department of Corrections Prison Institutions as identified herein.

**1.2 PRE-PROPOSAL CONFERENCE/ONSITE INSPECTIONS:**

1.2.1 A Pre-Proposal Conference shall be held on **March 24, 2014** at 10:00 a.m. M.S.T. (Arizona Time) at the Arizona Department of Corrections in Training Room 4507, 4<sup>th</sup> Floor, 1645 West Jefferson Street, Phoenix, Arizona 85007. All potential Offerors are encouraged to attend.

1.2.2 Offerors desiring to attend the on-site inspections shall fax the following information no later than 5:00pm M.S.T. March 21, 2014, to Kristine Yaw at 602-364-3790 to make arrangements to attend the on-site inspection: Name of person(s) attending, social security number (s), and date(s) of birth. This information is required for the purpose of security checks, prior to allowing person(s) into a correctional facility. No more than two (2) persons from each company shall be allowed to attend the on-site inspections.

1.2.3 Conference/Onsite Inspection attendees must comply with Department Order #503, Employee Grooming Standards (i.e., no blue jeans or blue shirts). A copy of this Department Order is located at [www.azcorrections.gov](http://www.azcorrections.gov). Conference attendees failing to obtain security clearance and/or to comply with the non-uniformed personnel grooming, dress standards, will not be admitted into the facility.

1.2.4 Please refer to Attachment #7 Prison Site Visit Schedule for date and location of the onsite.

**1.3 TERMS OF CONTRACT:**

1.3.1 The term of any resultant Contract shall commence on the date of award and shall continue for a period of Five (5) Year with Five (5) Year renewal option, unless terminated or canceled, as otherwise provided herein.

1.3.1.1 This Contract is expected to commence with the expiration of the current Contract, in effect through October 18, 2014.

**1.4 AUTHORITY TO CONTRACT:**

1.4.1 This Contract activity is issued under the authority of the Arizona Department of Corrections, Chief Procurement Officer. No alteration of any portion of the Contract, any items or services awarded, or any other agreement that is based upon this Contract may be made without express written approval of the Department in the

form of an official Contract amendment. Any attempt to alter any documents on the part of the ordering agency or any Contractor is a violation of the Contract and the Arizona Procurement Code. Any such action is subject to legal and Contractual remedies available to the State inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Contractor.

1.5 SUBMISSION OF OFFER

1.5.1 Electronic Documents. The Solicitation document is provided in an electronic format. Any unidentified alteration or modification to any Solicitation documents, to any attachments, exhibits, forms, charts or illustrations contained herein shall be null and void. In those instances where modifications are identified, the original document published by the State shall take precedence. As provided in the Solicitation Instructions, Offerors are responsible for clearly identifying any and all changes or modifications to any Solicitation documents upon submission to the State.

1.5.2 Acceptable Formats. Offer electronic files shall be submitted in a format acceptable to the State. Acceptable formats include .DOC and .DOCX (Microsoft Word), .XLS and .XLSX (Microsoft Excel), .PPT and .PPTX (Microsoft PowerPoint) and .PDF (Adobe Acrobat). Other file formats may also be acceptable, including .ZIP, .MDB, .MDBX, .MPP, MPPX, .VSD, .JPG, .GIF, and .BMP. Offerors wishing to submit files in these or other formats shall submit an inquiry to the State's Solicitation Contact Person.

1.6 SUBMISSION REQUIRED IN PROCUREAZ

1.6.1 Offer shall be submitted in an acceptable format, as described herein, using the State's online e-Procurement application ProcureAZ (<https://procure.az.gov/bso/>). Submission of offers by means other than the ProcureAZ system, except as noted in Section 1.5, will not be accepted. Submission of hard copy as noted in Section 1.7 in addition to, not in lieu of, the requirement of this section. Prospective Offerors with questions in this regard shall contact the Procurement Officer prior to the Solicitation's due date and time

1.8.2 To submit an Offer, Offerors must register in the ProcureAZ system. Offerors requiring assistance in the registration process or in navigating the ProcureAZ system may call the Help Desk at (602) 542-7600.

1.7 SUBMISSION REQUIRED IN HARD COPY

1.7.1 In addition to submitting through the State's online e-Procurement application, ProcureAZ, Offerors are required to submit hard-copies of the proposal which shall be submitted on the forms and format as contained in the RFP. Offerors must submit their copies prior to the proposal due date and time.

- 1.7.2 Each Offeror must supply one original offer, marked with the company name and “ORIGINAL” on the cover in large easy-to-read letters and five (5) full copies of each proposal, each marked with the company name and sequentially numbered “COPY NO. 1”, “COPY NO. 2”, “COPY NO. 3”, etc., on the cover in large easy-to-read letters.
- 1.7.2.1 In addition, each Offerer shall also provide a copy of their proposal on a flash drive.
- 1.7.3 Proposals must be submitted in a sealed envelope and/or box with the Request for Proposal Number and the Offeror’s name and address clearly indicated on the outside of the envelope and/or box. It is not necessary to place each individual copy in its’ own separate envelope.
- 1.7.4 Please use eco-friendly consideration and consumables when preparing your response. Elaborate brochures, expensive paper, bindings, visuals, presentation aids and packaging beyond that sufficient to present a complete and effective proposal is not desired.
- 1.8 To aid in the evaluation, it is desired that all proposals follow the same general format. The proposal hardcopy must be submitted in binders and both electronic and hard copy offers shall be indexed and tabbed in the order stated below with each tab clearly labeled:
- Tab 1 Provide a signed copy of the Offer and Acceptance Page. Proposals submitted without an original, signed copy of this document may be considered nonresponsive.
- Tab 2 Offerors shall certify within their proposal response that the electronic submittal and hard-copy submittals are identical.
- Tab 3 The Offeror shall provide a thorough description of the services being offered to the Department. Respond specifically, and in order to all items listed in the Scope of Work. The numbering sequence in responding to the Scope of Work must follow and be in accordance with the numbering sequence of the Scope of Work contained in the Solicitation document.
- Tab 4 Offerors shall include the Deviations and Exceptions Form. See Attachment No.9. Deviations and exceptions may cause your offer to be non-responsive. Deviations and exceptions noted elsewhere in the offer and not specified on this form shall be considered void and not part of your offer.
- Tab 5 Include the confidential/proprietary information form. See Attachment No. 10.
- Tab 6 Fee Schedule
- a) Offeror shall include the Proposed Commission Rate on Attachment #2.

- Tab 7 Include any other documentation as necessary.
- 1.10.1 All pages of the response to the Request for Proposal shall be consecutively numbered
- 1.10.2 Responses to Sections and Subsections shall be provided in the consecutive order of the Sections and Subsections.
- 1.10.3 All responses to a particular Section or Subsection of this Request for Proposal shall begin with the clear identification of the Section or Subsection for which the response is being provided.
- 1.10.4 All information submitted in response to a particular Section or Subsection of this Request for Proposal shall be provided under the response to that particular Section or Subsection. An Offeror shall not refer to another part of the response. Information or data pertaining to a particular Section or Subsection but included elsewhere shall not be considered part of the response and shall not be considered part of any Contract awarded as a result of this Request for Proposal.
- 1.10.5 The Offeror shall acknowledge that the Offeror has read, understands, and shall comply with, as applicable, each Section and Subsection of the Request for Proposal, even those Sections and Subsections that are or appear to be informational only. For example, to acknowledge this Subsection, your response shall indicate that you "have read, understand, and shall comply with Sections X.X through X.X.
- 1.10.6 For those Sections and Subsections that require the submission of information, the Offeror in addition to making the acknowledgement required in Section 1.10.5 shall submit the requested information in a format consistent with the request as stated in the Request for Proposal.
- 1.10.7 When an Offeror submits their copies prior to the date and time indicated and changes occur within their proposal, Offerors are required to formally withdraw their proposal copies and resubmit prior to the due date and time.
- 1.10.7.1 Hard-copies are to be submitted to one of the addresses below:

HAND DELIVERY --OVERNIGHT MAIL  
Arizona Department of Corrections  
Procurement Services  
1645 W. Jefferson Street, 4<sup>th</sup> Floor, Suite 4401  
Phoenix, AZ 85007

OR

US MAIL  
Arizona Department of Corrections

Procurement Services  
1601 W. Jefferson, Mail Code 55302  
Phoenix, AZ 85007

1.9 QUESTIONS, CLARIFICATIONS OR INTERPRETATIONS:

1.9.1 Any doubt as to the requirements of the Request for Proposal or any apparent omissions or discrepancies shall be presented in writing through ProcureAZ. The Department shall determine the appropriate action necessary, if any, and issue a written amendment to the Request for Proposal through ProcureAZ:

1.10 PROPOSAL OPENING:

1.10.1 Proposals shall be opened online on the date and time, as indicated through ProcureAZ, or as amended by the Department. Following the opening, interested parties may contact the Procurement Officer to request a copy of the proposal tabulation. After Contract award, the proposals and evaluation documents shall be open for public inspection.

1.11 PRICING

1.11.1 The method of compensation governing the Contract shall be fixed price.

1.12 RULES AND REGULATIONS:

1.12.1 Attention of the Offerors is called to the requirements specified in Attachment #1, Rules for Non-Employees of the Department of Corrections in Arizona State Prison Complexes which shall be adhered to in all respects.

1.12.2 Should the Contractor require signatures of other parties such as subcontractor or persons directly or indirectly employed by the Contractor, it shall be the Contractor's responsibility to obtain such signatures. The signed document must be submitted within ten (10) days of notification of intent to award.

1.13 AWARD:

1.13.1 It is the intention of the Department to award a single Contract for all of the proposed services.

1.14 MULTIPLE AWARDS:

1.14.1 In order to assure that any ensuing Contracts will allow the Department to fulfill current and future requirements, the Department reserves the right to award Contracts to multiple companies. The actual utilization of any Contract will be at the sole discretion of the Department. The fact that the Department may make multiple awards should be taken into consideration by each Offeror

1.15 UNLAWFUL SEXUAL CONDUCT:

1.15.1 A person – who is employed by the State Department of Corrections or the Department of Juvenile Corrections; is employed by a private prison facility or a city or county jail; Contracts to provide services with the State Department of Corrections, the Department of Juvenile Corrections, a private prison facility or a city or county jail; is an official visitor, volunteer or agency representative of the State Department of Corrections, the Department of Juvenile Corrections, a private prison facility or a city or county jail – commits unlawful sexual conduct by intentionally or knowingly engaging in any act of a sexual nature with an offender who is in the custody of the State Department of Corrections, the Department of Juvenile Corrections, a private prison facility or a city or county jail or with an offender who is under the supervision of either Department or a city or county.

1.18.2 This section does not apply to a person who is employed by the State Department of Corrections, a private prison facility or a city or county jail or who Contracts to provide services with the State Department of Corrections, a private prison facility or a city or county jail or an offender who is on release status if the person was lawfully married to the prisoner or offender on release status before the prisoner or offender was sentenced to the State Department of Corrections or was incarcerated in a city or county jail.

1.18.3 Unlawful sexual conduct with an offender who is under fifteen years of age is a class 2 felony. Unlawful sexual conduct with an offender who is between fifteen and seventeen years of age is a class 3 felony. All other unlawful sexual conduct is a class 5 felony.

1.18.4 Unlawful sexual conduct; correctional facilities; classification; Definition  
A.R.S. §13-1419.

1.16 FEDERAL PRISON RAPE ELIMINATION ACT 2003:

1.16.1 The Contractor shall comply with the Federal Prison Rape Elimination Act of 2003.

1.17 DOCUMENTS FOR AWARD:

1.17.1 The Department will not sign any agreements or any other documents presented for the services listed herein. The completed Offer and Acceptance form signed by the Chief Procurement Officer and the award notice will be the Contract.

1.18 INVESTIGATIONS:

1.18.1 The Department reserves the right to make investigations, as deemed necessary, to determine the ability of the Contractor to perform the specified work. The Contractor shall furnish to the Department all such information and data for this purpose as may



be requested. The Department reserves the right to reject any Offer if evidence submitted or investigation fails to satisfy the Department that the Contractor is properly qualified to carry out the obligations of the Solicitation. Conditional Offers shall not be accepted.

1.19 REJECTION OF OFFERS:

1.19.1 The Department, at its discretion, may reject any and/or all Offers.

1.20 CANCELLATION:

1.20.1 The Department reserves the right to cancel the whole or any part of this Contract due to failure by the Contractor to carry out any obligation, term or condition of this Contract. The Department will issue written notice to the Contractor for acting or failing to act as in any of the following:

1.23.1.1 The Contractor provides services or material that does not meet the specifications of this Contract;

1.23.1.2 The Contractor fails to adequately perform the services set forth in the specifications of this Contract;

1.23.1.3 The Contractor fails to complete the services required or to furnish the materials required within the time stipulated in the Contract;

1.23.1.4 The Contractor fails to progress in the performance of this Contract and/or gives the Department reason to believe that the Contractor will not or cannot perform to the requirements of the Contract.

1.23.2 Upon receipt of the written notice of concern, the Contractor shall have ten (10) days to provide a satisfactory response to the Department. Failure on the part of the Contractor to adequately address all issues of concern may result in the Department resorting to any single or combination of the following remedies:

1.23.2.1 Cancel any Contract;

1.23.2.2 Reserve all rights or claims of damage for breach or any covenants of the Contract;

1.23.2.3 Perform any test or analysis on materials or services for compliance with the specifications of this Contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne by the Contractor;

1.23.3 In case of default, the Department reserves the right to procure services or to complete the required work in accordance with the Arizona Procurement Code. The Department may recover any actual excess costs from the Contractor or by:

1.23.3.1 Deduction from unpaid balance;

1.23.3.2 Collection against the Offer and/or performance bond, or;

1.23.3.3 Any combination of the above or any other remedies as provided by law.

1.21 EVALUATION:

1.21.1 In accordance with the Arizona Procurement Code §41-2534, Competitive Sealed Proposals, award shall be made to the responsible Offeror whose proposal is determined in writing to be the most advantageous to the Department based upon the evaluation criteria listed below. The evaluation factors are listed in the relative order of importance.

Exceptions to the Terms and Conditions, as stated in the Uniform Instructions Section C4, will impact an Offeror's susceptibility for award.

1.24.1.1 **Commission Rate (maximum 1250 points)** - Calculated at the rate of 5 points for every percentage up to 50 percent. (For example: 45.0 % commission rate =  $45 \times 5 = 225$  points).

Plus 50 points for every percentage over 50 percent. (For example: 54.0 % commission rate =  $(50 \times 5) + (4 \times 50) = 450$  points.

1.24.1.2 **Technical Requirements (maximum 150 points)**

1.24.1.3 **Contractor Qualification Requirements (maximum 100 points)**

1.24.1.4 **Implementation Plan (maximum 50 points)**

1.22 DISCUSSIONS:

1.22.1 In accordance with A.R.S. §41-2534, after the initial receipt of proposals, the Department reserves the option to conduct discussions with those Offerors who submit proposals determined by the Department to be reasonably susceptible of being selected for award.

1.23 CONFIDENTIALITY OF RECORDS:

1.23.1 The Contractor shall establish and maintain procedures and controls, that are acceptable to the Department for the purpose of assuring that no information contained in its records or obtained from the Department or from others in carrying out its functions under the Contract shall be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the Department. Contractor also agrees that any information pertaining to individual persons shall not be divulged

other than to employees or officers of the Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the Department.

1.24 INDEMNIFICATION:

1.24.1 Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

1.27.2 This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

1.25 INSURANCE:

1.25.1 The successful contractor will be required to provide the following Certification of Insurance within five (5) days after receipt of written notice of intent to award this contract. The contractor must furnish the State, certification from insurer(s) for coverage in the minimum amount as stated below. The coverage shall be maintained in full force and effect during the term of this contract and shall not serve to limit any liabilities or any other contractor obligations.

1.28.2 Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

1.28.3 The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect

the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

1.28.4 **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1.28.5 Commercial General Liability – Occurrence Form. Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

1.28.5.1	General Aggregate	\$2,000,000
1.28.5.2	Products - Completed Operations Aggregate	\$1,000,000
1.28.5.3	Personal and Advertising Injury	\$1,000,000
1.28.5.4	Blanket Contractual Liability – Written and Oral	\$1,000,000
1.28.5.5	Fire Legal Liability	\$ 50,000
1.28.5.6	Each Occurrence	\$1,000,000

1.28.5.7 The policy shall be endorsed to include the following additional insured language: “The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor”.

1.28.5.8 Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

1.28.6 Business Automobile Liability - Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

1.28.6.1 Combined Single Limit (CSL) \$1,000,000

1.28.6.2 The policy shall be endorsed to include the following additional insured language: “The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor”.

1.28.6.3 Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities, and its officer, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

1.28.7 Worker's Compensation and Employers' Liability

1.28.7.1	Workers' Compensation	Statutory
1.28.7.2	Employers' Liability:	
1.28.7.3	Each Accident	\$ 500,000
1.28.7.4	Disease – Each Employee	\$ 500,000
1.28.7.5	Disease – Policy Limit	\$1,000,000

1.28.8 Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

1.28.8.1 This requirement shall not apply to: Separately, each contractor or subcontractor exempt under A.R.S. §23-901, and when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

1.28.9 Professional Liability (Errors and Omissions Liability)

1.28.9.1	Each Claim	\$1,000,000
1.28.9.2	Annual Aggregate	\$2,000,000
1.28.9.3	In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.	

1.28.9.4 The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

1.28.10 **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1.28.10.1 The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

1.28.10.2 The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.

1.28.10.3 Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

- 1.28.11 **NOTICE OF CANCELLATION:** With the exception of ten (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require thirty (30) days written notice to the State of Arizona. Such notice shall be sent directly to (State of Arizona Department of Corrections, 1601 West Jefferson Street, M/C 55302, Phoenix, AZ 85007-3002 and shall be sent by certified mail, return receipt requested.
- 1.28.12 **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- 1.28.13 **VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- 1.28.14 All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- 1.28.15 All certificates required by this Contract shall be sent directly to State of Arizona Department of Corrections, 1601 West Jefferson Street, M/C 55302, Phoenix, AZ 85007-3002. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. Do not send certificates of insurance to the state of Arizona's Risk Management Division.
- 1.28.16 **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- 1.28.17 **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the contracting agency in consultation with the Department of Administration, Risk Management Division. Such action will not require a formal Contract amendment, but may be made by administrative action.
- 1.28.18 **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall

provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

1.29 INDEPENDENT STATUS OF THE CONTRACTOR:

1.29.1 The Contractor is an independent Contractor and will not, under any circumstances, be considered an employee, servant or agent of the Department, nor will the employees, servants or agents of the Contractor be considered employees of the Department.

1.29.2 Personnel actions of employees on the Contractor's payroll shall be the Contractor's responsibility. The Contractor shall comply with all applicable government regulations related to the employment, compensation and payment of personnel.

1.29.3 The Department will not be responsible in any way for the damage or loss caused by fire, theft, accident, or otherwise to the Contractor's stored supplies, materials, equipment, or his employee's personal property stored on Department property.

1.30 NOTICE WARNING:

1.30.1 Any person who takes into or out of or attempts to take into or out of a correctional facility or the grounds belonging to or adjacent to a correctional facility, any item not specifically authorized by the correctional facility, shall be prosecuted under the provisions of the Arizona Revised Statutes. All persons, including employees and visitors, entering upon these confines are subject to routine searches of their persons, vehicles, property or packages.

Definition: A.R.S. §13-2501:  
A.R.S. §13-2505,  
ADC Department Order 708

1.31 CONTRABAND:

1.31.1 Contraband means any dangerous drug, narcotic drug, intoxicating liquor of any kind, deadly weapon, dangerous instrument, explosive or any other article whose use of or possession would endanger the safety, security or preservation of order in a correctional facility or any person therein. (Any other article includes any substance which could cause abnormal behavior, i.e., marijuana, nonprescription medication, etc.)

Promoting prison contraband A.R.S. §13-2505:

1.31.1.1 A person, not otherwise authorized by law, commits promoting contraband:

1.31.1.2 By knowingly taking contraband into a correctional facility or the grounds

of such a facility; or

- 1.31.1.3 By knowingly conveying contraband to any persons confined in a correctional facility; or
- 1.31.1.4 By knowingly making, obtaining, or possessing contraband in a correctional facility.

Promoting Prison Contraband is a Class 5 felony:

Definition: A.R.S. §13-2501;  
A.R.S. §13-2505,  
ADC Department Order 708

1.32 BUSINESS STANDING A.R.S. §10-1501:

1.32.1 A selected Contractor whose business structure requires that documents be filed regularly with the Arizona Corporation Commission (ACC) must remain in good standing with the ACC during the term of the Contract. An out-of-state firm selected for Contract award must file necessary documents with the ACC as doing business in Arizona prior to execution of the Contract and, throughout the term of the Contract, must remain in good standing with the ACC and the entity where the original documents were filed.

1.33 BID BOND:

1.32.1 Vendor shall supply with their return Request for Proposal response, a Bid Bond in the amount of \$50,000. Bond shall be made out to the Arizona Department of Corrections.

1.34 PERFORMANCE AND PAYMENT BONDS:

1.34.1 Prior to award of contract the Contractor must provide a Performance Bond and Payment Bond equal to 100% of value of the contract for the first year and shall maintain this bond by annual renewal for each subsequent year of the contract term. The proceeds from the bond shall be used to correct default situations relative to lack of performance on the part of the Contractor, or to pay Department expenses to relocate assigned inmates and acquire similar services if the Contract is terminated or the Contractor defaults during the term of the Contract.

1.34.2 Performance Bonds and Payment bonds shall be of a standard commercial scope and shall be issued by a surety company authorized by the Director of the Arizona Department of Insurance pursuant to Title 20, Chapter 2, Article 1, to transact business in Arizona.

1.34.3 Performance Bonds and Payment Bonds shall be in a form acceptable to the State and shall be payable to the Arizona Department of Corrections, an agency of the State of Arizona.



**2 SCOPE OF WORK**

**2.1 OVERVIEW**

- 2.1.1 The Arizona Department of Corrections (Department) is soliciting a qualified Contractor to provide telecommunication services and equipment, to ensure that inmates in prison, pre-release and work release facilities are provided access to public telephones subject to limitations and restrictions necessary to safeguard the security and order of the facility, and to protect the public from unwanted inmate calls. This RFP will establish a single contract for the implementation and operation of a turnkey inmate telephone system with integrated recording and monitoring capabilities to meet current and future legislative requirements.
- 2.1.2 The Department intends to enter into a contract with a single Contractor who will provide complete logistical support, ongoing operation, and maintenance of the inmate telecommunications system/services 21 correctional facilities.
- 2.1.3 This RFP is expected to result in the award of a single contract with the Contractor who best meets the stated requirements and provides competitive prices for inmates, inmate families and friends. The proposed solution is for a turnkey system to include, among other things, installation, maintenance, telephones, communications, enclosures, panel and such other equipment or materials necessary to replace the current inmate telephone system/services. All existing telephones must be replaced with new/unused equipment by the awarded Contractor.

**2.2 GENERAL BACKGROUND**

- 2.2.1 The Department, an executive-branch agency of the Arizona State Government, employs approximately 10,000 individuals who are responsible for approximately 42,000 inmates in the state prison system. The Department operates 16 state prison facilities and supervises 6 privatized prison sites within the State of Arizona, which vary significantly in size and geographic location.
- 2.2.2 For the year of 2013 inmates completed approximately:

Product	Year	Destination Zone	Calls	Minutes
Collect	2013	InterLATA / Interstate	97,941	1,284,672
Collect	2013	InterLATA / Intrastate	282,946	3,834,793
Collect	2013	International	27	404
Collect	2013	IntraLATA / Interstate	61	852
Collect	2013	IntraLATA / Intrastate	450,417	6,137,150
Collect	2013	Local	831,716	11,517,610
Debit	2013	InterLATA / Interstate	32,983	368,654
Debit	2013	InterLATA / Intrastate	82,699	972,957
Debit	2013	International	14,581	166,466
Debit	2013	IntraLATA / Interstate	15	162
Debit	2013	IntraLATA / Intrastate	158,737	1,948,032
Debit	2013	Local	415,886	5,767,033
<b>Totals:</b>			<b>2,368,009</b>	<b>31,998,785</b>

### 2.3 COMMISSION

- 2.3.1 The Contractor selected and subsequently providing the services required by this RFP will pay a commission to the Department as set forth in Section 3 of this RFP.

### 2.4 TECHNICAL REQUIREMENTS

- 2.4.1 The Inmate Phone System (IPS) and Related Services proposed for the Department must meet or exceed the technical requirements outlined in this Section. The IPS proposed to meet these technical requirements must be provided for all facilities at no cost to the Department including system installation, training, operation and maintenance of the system and its components.

- 2.4.2 The Contractor is responsible for replacement of the IPS in its entirety or its individual components regardless of cause including, but not limited to, normal wear/use, inmate abuse, natural disaster, or inmate unrest. This system or component replacement will be performed at no cost to the Department and will occur immediately upon notification to the Contractor of the system problem by the facility.

- 2.4.3 The IPS proposed for the Department must include the following components:

2.4.3.1 A Centralized System Database located outside of the Department facilities and maintained by the Contractor. The Contractor must state, in its response, the physical location (City/State) where the centralized system database is located.

2.4.3.2 The proposed IPS must allow for all Department locations to be networked together, which allows for the sharing of inmate information, inmate PINs and call records between systems. This network between Department locations must allow for remote access of the IPS at one of the Department facility by an authorized user at another Department facility.

2.4.3.3 The proposed IPS must allow for administrator password levels that restrict Department personnel to the IPS within their particular facility as well as allow certain Department personnel to access multiple systems, if required.

2.4.3.4 The Contractor must propose one type of IPS for all Department locations. All system hardware, software, software level and support systems must be the same in each of the Department facilities.

2.4.3.5 The IPS at each of the Department facilities must provide for all telecommunications capabilities for inmate services as well as administrative capabilities for the Department personnel.

2.4.3.6 The Contractor must provide a Centralized System Database that is located at a Contractor provided site and provide full database redundancy for the System at the Central Office facility.

2.4.3.7 The Contractor must propose an IPS at no cost to the Department and include:

- 2.4.3.7.1 Full design, programming and installation;
- 2.4.3.7.2 Programming of all inmate PINs and call lists;
- 2.4.3.7.3 Post installation maintenance;
- 2.4.3.7.4 All network services (local, IntraLATA, InterLATA);
- 2.4.3.7.5 All network services for administration of the Inmate Phone System.

2.4.3.8 The Contractor must propose an IPS for the Department that has the capability of processing inmate calls in a pre-paid debit mode; collect call mode or a combination of the two depending on the Department facility and unique needs of the Department.

2.4.3.8.1 The System must have the ability to integrate with third party vendors to provide the ability to automate the inmate commissary ordering of Debit time.

2.4.3.8.2 Must also have the ability to import all relevant inmate information to process telephones calls.

2.4.3.9 The Contractor must propose an IPS that allows for all inmate telephones to be in use simultaneously. The Contractor must describe, in its response, how this will be accomplished with the 2.4.3.9 proposed IPS.

2.4.3.10 The Contractor must propose an IPS that can be shut down quickly and selectively. The Department must be able to shutdown the system globally and restrict all PIN access within an entire facility and/or within a particular housing unit.

2.4.3.11 The Contractor must propose an IPS solution that allows the Department to completely restrict inmate access to outside network services/facilities should the IPS control unit of the IPS fail for any purpose. The Contractor must describe, in its response, how this restriction is accomplished with the proposed IPS (e.g., toggle kill switches, or web-based capability etc.).

2.4.3.12 The proposed IPS must be restricted to outgoing calls only. The system must not process incoming calls at any time. The Contractor must agree, in its response, that no inmate telephone shall be capable of receiving an incoming call.

2.4.3.13 The IPS must block all calls made to any of the following services whether the system is used in direct dial, debit-based or collect call mode. The Contractor must be responsible for ensuring that the system is programmed for such blocking.

- 2.4.3.13.1 900, 972, 976, 550, telephone numbers incurring excess charges;
- 2.4.3.13.2 Long distance carrier access codes (e.g., 101-XXXX);
- 2.4.3.13.3 Local toll free numbers (e.g., 950-XXXX);
- 2.4.3.13.4 Directory assistance numbers (e.g., 411, 555-1212, etc.);
- 2.4.3.13.5 Toll free numbers (e.g., 800, 888, 877, 866, 855, etc.).

- 2.4.3.14 The proposed IPS must not provide a second dial tone to an inmate telephone without the inmate hanging up the telephone receiver after the first call is completed and the PIN re-entered to place the second call.
- 2.4.3.15 The proposed IPS must allow for a maximum ring time prior to disconnecting the inmate call. This ring time parameter must be consistent among Department facilities.
- 2.4.3.16 The proposed IPS must provide notification to an inmate of the call status (e.g., ringing, busy, etc.). This notification may either be in the form of ringing, busy tones, SIT tones, or appropriate recorded messages. This requirement must be implemented for both prepay or collect call mode of operation.
- 2.4.3.17 The proposed IPS must not allow the inmate to speak to the called party until the call has been positively accepted. This requirement must be implemented for both prepay or collect call mode of operation.
- 2.4.3.18 The proposed IPS must not allow the inmate to hear the called party prior to the actual positive acceptance (via touch tone entry) of the call.
- 2.4.3.19 The proposed IPS must allow for the Department to program times when the system will be available or unavailable to inmate calling.
- 2.4.3.20 The proposed IPS must allow the Department personnel to temporarily restrict or disconnect service to an individual inmate telephone or station.
- 2.4.3.21 As one of the major problems associated with inmate calling, the initiation of 3-Way or Conference Calling is a constant issue with the Department. Currently setting the sensitivity level of the existing IPS causes "false disconnects. The proposed IPS must provide technology that deters an inmates attempt to initiate a 3-Way or Conference Call with a Third Party and provide the ability to immediately terminate the call. The Contractor must describe, in its response, how this technology operates with regard to the proposed IPS and the options available to the Department.
- 2.4.3.21.1 It is desirable that the proposed IPS provides a function that prevents 3-Way or Conference Calling while minimizing the possibility of false disconnects. The Contractor must explain, in its response, how this will be accomplished with the proposed IPS.
- 2.4.3.22 As one of the major problems associated with inmate calling, the use of call forwarding at the destination telephone number is a constant issue with the Department. The proposed IPS must provide technology that deters the use of call forwarding by the party being called by the inmate and provide the ability to immediately terminate the call. The Contractor must describe, in its response, how

this technology operates with regard to the proposed IPS and the options available to the Department.

- 2.4.3.22.1 It is desirable that the proposed IPS provides a function that prevents call forwarding while minimizing the possibility of false disconnects. The Contractor must explain, in its response, how this will be accomplished with the proposed IPS.
- 2.4.3.23 The Contractor must describe, in its response, how the proposed IPS operates when the inmate call is to a cellular telephone. This description must include how calls are placed to cellular telephones, how billing of the call is processed.
- 2.4.3.24 The proposed IPS must have the ability to allow for a called party to activate a code (via the touch tone pad of their telephone) that automatically notifies the Department that the number should be deleted from the calling inmates Authorized Telephone Number List.
- 2.4.3.25 Each call placed (prepay or collect) through the IPS must be electronically identified by the system as being a call originating from the Department facility in 100% of the cases with or without the accompanying inmate PIN.
- 2.4.3.26 If a call is not accepted by the called party, or if no one answers the call, the IPS must inform the inmate of the situation rather than simply disconnecting the call.
- 2.4.3.27 The IPS must have the capability to accept the called parties response via DTMF (Touch Tone Pad) input from the telephone. Calls shall not be billed until positive acceptance by the called party is indicated by the input of a specific Touch Tone digit.
- 2.4.3.28 The IPS must have the capability of passive acceptance for rotary telephone users and particular called numbers such as an automate attendant at an attorney's office, etc. Passive acceptance is defined as the system interpreting the non entry of digits after the playing of the initial collect call message twice as acceptance of the call by the called party.
- 2.4.3.29 The IPS, whether in pre-pay or collect call mode, must be capable of announcing to the called party the name of the calling inmate. Contractors must provide a mechanism to record an inmate's name a single time to be used each time this announcement is required. The activation or deactivation of this feature must be controlled by the Department institution.
- 2.4.3.30 The IPS must be capable of announcing to the called party how to accept calls.
- 2.4.3.31 The proposed IPS must be capable of announcing to the called party the collect call rate, prior to acceptance, when a collect call is placed. The Contractor must describe how this is accomplished by the called party.

- 2.4.3.32 The system must provide a manner for all calls (pre-pay or collect) to be branded with the standard Department message as well as the statement that All Calls are recorded.
- 2.4.3.33 The Contractor must propose and implement an IPS that provides telephone reception quality meeting all industry standards for service quality as defined by the Federal Communications Commission (FCC). The Contractor must accept the Department's decision regarding such determination.
- 2.4.3.34 The Contractor must provide and install adequate surge protection for the proposed IPS and its components. The use of traditional power strips for surge protection is not acceptable for this requirement.
- 2.4.3.35 The Contractor must provide and install adequate lightning protection equipment on all network services supplied for the proposed IPS.
- 2.4.3.36 The Contractor must provide a sufficient number of uninterruptible power supply (UPS) systems that also have surge protection at each of the Department facility capable of supporting all IPS components including recording devices for a minimum of one (1) hour.
- 2.4.3.37 The Contractor must provide, install and maintain (according to manufacturers specifications) all IPS UPS equipment at each of the Department facilities. The Contractor must replace all UPS equipment upon expiration of the manufacturers life cycle of the installed product.
- 2.4.3.38 In the unlikely case of the loss of commercial power and the failure of the UPS, the IPS must automatically restrict or shut off all inmate telephones so that no inmate calls can be made until commercial power is restored and access is once again provided by the Department.
- 2.4.3.39 The Contractor must describe, in its response, what component redundancy is provided to limit or virtually eliminate system downtime due to hardware component failure.
- 2.4.3.40 It is desirable that the Contractor provide an IPS in which the Central Processor Unit (CPU) and other critical components are redundant. The Contractor must describe, in its response, those critical components that are redundant with the proposed IPS.
- 2.4.3.41 The Contractor must provide standard hardware and software enhancements/upgrades to the proposed IPS at no cost to the Department during the term of this contract. The installed IPS at each of the Department facility must always be at the latest general release of the systems available hardware and software including operating systems for the system administration and system

reporting function. Beta and field tested hardware and software must not be provided unless specifically approved by the Department. Prior to any hardware and/or software upgrades or enhancements, the Contractor must discuss the software benefits with the Department and proceed only after the Department approval.

- 2.4.3.42 Telephone network services provided by the Contractor shall not be capable of being detected by the called party for calling number identification (Caller ID).
  - 2.4.3.43 The proposed IPS must allow for the monitoring of inmate calls while in process (real time) by the Department personnel. This monitoring must be allowed by **specific inmate telephone, specific inmate PIN or by called telephone number**. Any and all equipment and software required to perform this function must be provided with the proposed system.
  - 2.4.3.44 Monitoring of inmate calls must be provide in true real time. The Department personnel must be capable of monitoring an inmate's call while the call is in progress with no delay in transmission of the audio. The Contractor must describe, in its response, how this will be accomplished with the proposed system.
  - 2.4.3.45 The collect call automated announcement function of the IPS must be capable of processing calls on a selective bi-lingual basis: English and Spanish. The inmate must be able to select the preferred language using no more than a two digit code.
  - 2.4.3.46 The proposed Inmate Telephone System must allow for Department to program times when the system will be available or unavailable to inmate calling. The Contractor must describe, in its response, how this is accomplished.
- 2.4.4 Personal Identification Numbers (PINs)
- 2.4.4.1 It is the intention of the Department to implement the proposed IPS in a collect and prepaid call mode with the use of inmate Personal Identification Numbers (PINs). Whether in collect call mode or pre-paid mode, the proposed IPS must adhere to the following requirements for PIN operation.
  - 2.4.4.2 The IPS must restrict use through authorized Personal Identification Numbers (PINs) assigned to each inmate. The length of these PINs must be determined by the Department and remain consistent throughout Department facilities.
  - 2.4.4.3 The proposed IPS must allow for the cross-referencing of inmate PINs to the Department inmate commitment number allowing for the Department personnel to search by commitment number for call records and call recordings. The Contractor must describe, in its response, how this will be accomplished with the proposed system.
  - 2.4.4.4 The Contractor must be responsible for the administration of all inmates PIN through its Administrators.

- 2.4.4.5 The IPS must allow each PIN to have a class of service assigned. For example, each PIN must have a list of allowable telephone numbers, the maximum duration of each call, etc. The proposed system must provide call restrictions by PIN that provide the following restrictions at a minimum:
- 2.4.4.5.1 **Placing of Calls:** Inmates can be either approved or not approved to make phone calls by PIN;
  - 2.4.4.5.2 **Use of Specific Telephones:** Inmates, via the PIN, can be restricted to a specific telephone or group of telephones, at the Departments option;
  - 2.4.4.5.3 **Duration of Call:** Maximum call duration can be set globally (all PINs), by site, by facility area, by individual inmate's PIN, by type of call (Local, IntraLATA, InterLATA) at the Departments option;
  - 2.4.4.5.4 **Time of Day Calling:** An allowed calling schedule can be provided for each specific PIN, by facility area, by site and globally (all PIN restrictions) at the Department's option.
  - 2.4.4.5.5 **Specific PIN:** Restrict an inmate under disciplinary action from placing all calls assign to his particular PIN with the exception of privileged numbers (e.g., attorney, approved clergy and social work professionals).
  - 2.4.4.5.6 **Restriction:** Set call duration, set number of calls per day, set only certain numbers per PIN, etc.
- 2.4.4.6 The IPSs PIN feature must ensure that the automated operator function uses the inmates pre-recorded name (recorded in both the inmates voice and language, or in the voice of an administrator) to announce to the called party from whom the call is originating. Identification of the specific inmate and thus the announcement of the inmates name must be performed by the PIN assignment. This feature will be implemented at the discretion of the Department.
- 2.4.4.7 Provide the method of your second layer of security authentication for inmate calls
- 2.4.4.8 The IPS must use an announcement format similar to the following:
- 2.4.4.8.1 "You have a call from 'inmate name', an inmate at 'facility name'. Call forwarding or 3-way calling are not allowed. The cost of this call is \$X.XX for the first minute, and \$.XX for each additional minute. To consent to these charges and accept this call, please press 0.



- 2.4.4.9 The IPSs PIN feature must allow the recording of inmate calls to be discontinued when certain pre-determined telephone numbers (privileged telephone numbers) are called.
  - 2.4.4.10 The proposed IPS must provide for telephone lists to be assigned to each particular inmates account information. These telephone lists must be restricted and controlled by the inmates PIN.
  - 2.4.4.11 The Contractor must state the maximum number of telephone numbers assignable to each inmates account.
  - 2.4.4.12 The proposed IPS must allow the Department to restrict an inmate under disciplinary action from placing all calls assigned to his particular PIN with the exception of privileged numbers.
  - 2.4.4.13 It is desirable that the proposed IPS provide for an automatic suspension and reactivation (after a set period of time) of the inmate PIN.
  - 2.4.4.14 The proposed IPS must provide the Department personnel with the capability to enter, modify, and delete numbers from an inmates Approved Number Lists.
  - 2.4.4.15 The proposed IPS must provide the capability to flag an individual telephone number in the inmates Approved Number List as do not record. The default setting for each telephone number will be to record until flagged by the Department personnel to the contrary.
  - 2.4.4.16 The proposed IPS must be capable of assigning an inmates account to an individual telephone or group of telephones so that the inmates account may only place calls from those designated telephones. These telephones must still be capable of being used by inmate accounts not specifically assigned to them.
  - 2.4.4.17 The proposed IPS must allow for the deletion or disabling of the PIN of a released inmate while retaining all call records and call recordings associated with that PIN. The Contractor must describe, in its response, how this will be accomplished with the proposed system.
  - 2.4.4.18 The proposed IPS must allow for the inmate PIN to be associated or linked to the inmates Department number. The Contractor must describe, in its response, how this will be accomplished with the proposed system for both active inmates and inactive (released) inmates.
- 2.4.5 General System Management Requirements
- 2.4.5.1 The Contractor must propose an IPS that can be administered by a Contractors Centralized Administrator or the Department personnel.

- 2.4.5.2 The Contractor must propose an IPS that allows for changes to be administered in real time while the system is in use. The proposed system must not require the system to be taken off line to make additions, changes or retrieve reports.
- 2.4.5.3 The Contractor must propose an IPS that provides a Graphical User Interface (e.g., Microsoft Windows) for both system administration and system reporting functions.
- 2.4.5.4 The IPS proposed for the Department must allow for investigation personnel to access the inmate call records at any Department facility from the Department Headquarters in Phoenix, Arizona, and/or remotely from their place of residence. The Contractor must describe, in its response, how this will be accomplished with the proposed IPS. This description must include what is required with regard to hardware, software and network services as well as the security procedures involved with this remote access.
- 2.4.6 Restrictions, Fraud Control Options and System Security
- 2.4.6.1 In order to limit possible telephone fraud, it is mandatory that a fraud prevention feature be available which will be able to randomly interject pre-recorded announcements throughout the duration of the conversation to the called party indicating the source of the call. The Contractor must describe in its proposal in detail how this is accomplished
- 2.4.6.2 The Contractor must describe, in its response, all detection and prevention capabilities related to fraudulent, illicit or unauthorized activity available on the proposed IPS.
- 2.4.6.3 The Contractor must identify, in its response, specific activities the proposed system capabilities shall detect and/or prevent. The Contractor must also identify, in its response, possible methods inmates may use to circumvent these capabilities.
- 2.4.6.4 The Contractor must propose an IPS that is capable of detecting extra dialed digits from either the called party or the inmates telephone. The Contractor must describe, in its response, the options available to the Department upon detection of the extra dialed digits. (i.e., call termination, system alarm, logging of call to the database, etc.)
- 2.4.6.5 The Contractor must propose an IPS that is capable of detecting unusual or suspicious number sequences dialed or dialing patterns which the system identifies as possible attempts to commit fraud. The Contractor must describe, in its response, the options available to the Department upon detection of the unusual or suspicious number sequences.
- 2.4.6.6 The proposed IPS must allow the Department to immediately and remotely turn telephones on and off. This shall be capable of being accomplished by individual

telephones, groups of telephones, or an entire Department facility by the Department personnel with the appropriate authorization level.

- 2.4.6.7 The Contractor must describe, in its response, all standard and optional security services employed to protect the proposed IPS in terms of unauthorized access through the installed network of services, unauthorized access through the IPS Local Area Network (LAN), unauthorized access to the IPS programming, and unauthorized access through the Wide Area Network (WAN).
- 2.4.6.8 The Contractor must describe, in its response, how the Department will be able to monitor the installed IPS and the WAN network of services for possible security breaches.
- 2.4.7 General Operational Requirements
  - 2.4.7.1 The Contractor must describe, in its response, the network of services required to support the proposed IPS. (i.e., ISDN, 56Kbps Circuit, T1, etc.).
  - 2.4.7.2 The Contractor must describe, in its response, how it will address instances of inadequate outside network plant facilities at the Department facility to ensure that the proposed IPS is implemented according to the installation schedule agreed to by the Department
  - 2.4.7.3 The Contractor must describe, in its response, how remote access to the IPS for maintenance and programming by the Contractor will be provided. The Contractor must describe, in its response, all security measures, policies and procedures in place for this remote access.
  - 2.4.7.4 The Contractor must provide, in its response, all electrical and environmental requirements of the IPS for each of the Department facility. Such information must be provided for all components of the IPS including the central processor/equipment, call recording equipment, & etc.
  - 2.4.7.5 The IPS proposed by the Contractor must be capable of automatically recovering from a power outage (auto-reboot) to full working order capable of processing inmate telephone calls with all programmed restrictions in place. This auto reboot must include all system hardware components, all software including the Department specific programming and restrictions and all network services (analog lines, T1 circuits, etc.). The Contractor must describe, in its response, any interaction required by the Department personnel for this system auto reboot to occur.
  - 2.4.7.6 The Contractor must provide, in its response, a written description of the space requirements associated with all components of the proposed IPS. The Contractor must clearly define how much physical space is required by each hardware component and provide a recommended equipment layout configuration.

- 2.4.7.7 The Contractor must provide, in its response, the capacities/limits for the proposed IPS. At a minimum, the Contractor must provide the capacity for the following:
- 2.4.7.7.1 Individual Inmate Accounts
  - 2.4.7.7.2 Call Records
  - 2.4.7.7.3 Simultaneous Administrative Users
  - 2.4.7.7.4 Workstations/PCs
  - 2.4.7.7.5 Simultaneous Live Call Monitors
  - 2.4.7.7.6 Inmate Telephones
  - 2.4.7.7.7 Simultaneous Telephone Calls
- 2.4.8 System Call Recording
- 2.4.8.1 The Department currently records inmate calls and monitors (in real time) select calls when necessary. This recording and monitoring is conducted on all calls with the exception of privileged calls (e.g., attorneys, etc.). The Contractor must address the following specifications regarding the recording of inmate calls.
  - 2.4.8.2 The IPS proposed by the Contractor must be capable of recording all inmate calls simultaneously and at any time that a call is placed. The Contractor must describe, in its response, the call recording system being proposed in conjunction with the IPS.
  - 2.4.8.3 The call recording system proposed by the Contractor must be capable of allowing call recording to be deactivated for specific telephone numbers assigned to an inmates PIN. This capability would be utilized for inmate calls to attorneys, etc.
  - 2.4.8.4 The call recording system proposed with the IPS must be a fully digital system allowing for digital storage of call recordings.
  - 2.4.8.5 The call recording system proposed by the Contractor must be capable of storing all calls for the duration of the contract.
  - 2.4.8.6 The Contractor must provide backup storage of all recordings of inmate calls from each of the Department facility off site at the Contractors data storage facility for the life of this contract. The Contractor must describe, in its response, how this will be accomplished with the proposed system.
  - 2.4.8.6 The Contractor must provide the Department with all recorded calls from the duration of the contract when the contract has terminated/expired. Describe in your response, how this will be accomplished.
  - 2.4.8.7 The Contractor must allow access to off site inmate call recordings by the Department personnel providing the ability for the Department personnel to download and transfer such recordings to the Department designated location. The Contractor must describe, in its response, how this is accomplished with the proposed solution for the Department and what security measures are in place to

ensure that the Department personnel access only those call recordings for which they are authorized.

- 2.4.8.8 The Contractor must allow a sufficient amount of concurrent licenses to accommodate all Department staff member requests for access.
- 2.4.8.8 The call recording system proposed by the Contractor must allow access to inmate call recordings from any PC with Internet Access. The Contractor must describe, in its response, how this is accomplished with the proposed system.
- 2.4.8.9 The call recording system proposed by the Contractor must allow access to inmate call recordings at each Department facility by investigative personnel. The Contractor must describe, in its response, how this is accomplished with the proposed system.
- 2.4.8.10 At many times, the recorded telephone conversations of inmates are used as evidence in criminal or Department violation investigations. The system proposed to the Department must include the capability of transferring recorded calls and call segments to the Department designated location, and/or a Compact Disk (CD-R/CD-RW) to be played on any industry standard CD device. The interface for accessing such recordings must have a Graphical User Interface (GUI) such as Microsoft Windows® and allow for click and drag capability for the transferring of recorded calls or call segments to CD.
- 2.4.8.11 The call recording system proposed by the Contractor must allow the Department personnel to locate call recordings in the following manners:
  - 2.4.8.11.1 Search by inmate PIN;
  - 2.4.8.11.2 Search by certain time period (date/time);
  - 2.4.8.11.3 Search by certain telephone instruments;
  - 2.4.8.11.4 The system must allow for the search criteria either individually or in combinations.
  - 2.4.8.11.5 Search by called number;
  - 2.4.8.11.6 Search by call type, ie collect, debit;
  - 2.4.8.11.7 Search by call termination type;
  - 2.4.8.11.8 Search by calls incomplete or complete
- 2.4.8.12 The Contractor must retain ownership of the proposed recording equipment for the duration of this contract. All responsibility for maintenance and upgrades must be provided by the Contractor at no cost to the Department.
- 2.4.8.13 The Contractor must ensure that the call recording system proposed with the IPS is maintained at the latest hardware and software level to ensure that the Department personnel are utilizing the latest tools available for call recording and call monitoring of inmate calls.

- 2.4.8.14 It is desirable that the call recording system provide a search capability that allows the Department personnel to search recordings for certain key words or phrases. The Contractor must provide, in its response, a description of this capability.
- 2.4.8.15 It is desirable that the call recording system provide a manner in which call recordings are encrypted to ensure that no digital modification of the recording has been made or to note if such modifications have been made. The Contractor must describe, in its response, how this encryption function operates and the features provided by such.
- 2.4.9 Live Monitoring
- 2.4.9.1 The proposed IPS must allow the Department personnel to monitoring inmate calls while the call is in process (real time). This live monitoring must be allowed by specific inmate telephone within the Department facility. The Contractor must provide all necessary equipment and software required to perform live monitoring with the proposed system.
- 2.4.9.2 The live monitoring function of the proposed IPS must allow for real time monitoring of inmate calls in progress within each of the Department facility with no delay in the monitoring. The Contractor must describe, in its response, how this will be accomplished with the proposed system.
- 2.4.9.3 The proposed IPS must allow for the Department personnel to monitor inmate calls in progress by entering the specific inmate PIN. The Contractor must describe, in its response, how this is accomplished with the proposed system.
- 2.4.9.4 The proposed IPS must allow for the Department personnel to monitor inmate calls in progress by entering a specific telephone number. The Contractor must describe, in its response, how this is accomplished with the proposed system..
- 2.4.9.5 The proposed IPS must allow for alerts or alarms that will notify the Department personnel when a specific inmate is placing a telephone call thus allowing the Department personnel to monitor that call while it is in progress. The Contractor must describe, in its response, how this function will operate with the proposed system
- 2.4.9.6 It is desirable that the IPS provide the alerts listed above via e-mail address, wireless pager and/or cellular telephone. The Contractor must list, in its response, the devices to which the IPS can send alerts.
- 2.4.9.7 It is desirable that the IPS provide the alerts to the devices in a multiple target mode. For example, the alert is sent to a cellular telephone. If unanswered, the call would then send via e-mail or to a pager number.
- 2.4.9.8 The proposed IPS must allow for the Department personnel to monitor inmate calls in progress for a site remote from the Department facility from which the call is

placed. The Contractor must state, in its response, how this will be accomplished with the proposed system.

2.4.9.9 It is desirable that the IPS call monitoring capability allow for remote monitoring of the inmate calls in progress from within the facility (e.g., officers in towers, etc.). The Contractor must state, in its response, what is required to provide this remote call monitoring within the particular the Department facility.

#### 2.4.10 General Telephone Equipment Requirements

2.4.10.1 The Inmate Telephone Station Equipment required for the Department must consist of four (4) types of telephones as listed:

##### 2.4.10.1.1 **Type 1: Wall Mounted Telephones (Indoor)**

2.4.10.1.1.1 The first type must be permanently mounted wall telephones meeting the following specifications:

2.4.10.1.1.2 All Inmate Telephone Equipment must be of new manufacture and be provided (and installed) with the proposed IPS at no cost to the Department.

2.4.10.1.1.3 The Contractor must provide all required materials, hardware, software and telephone cabling (where re-use is unavailable or new locations are required) to install the proposed inmate telephones.

2.4.10.1.1.4 The Contractor is responsible for reimbursing the Department for any construction costs incurred to facilitate the installation of the inmate telephones.

2.4.10.1.1.5 All inmate telephones must be powered by the IPS system and require no additional power source at the instrument.

2.4.10.1.1.6 The inmate telephone instrument must be compact in design. The Contractor must include photographs of the proposed inmate telephones in its response.

2.4.10.1.1.7 The inmate telephone instruments must not include coin entry slots or coin return slots regardless of whether these functions are disabled.

2.4.10.1.1.8 The inmate telephone instruments must not contain card reader capabilities or slots used to identify inmate telephone accounts for purpose of debiting inmate telephone accounts.

- 2.4.10.1.1.9 The Contractor must provide a unique number, physically imprinted on each Inmate Telephone so that the number can be seen by the Department personnel for the purposes of reporting troubles and troubleshooting problems. As new inmate telephones are added or telephones are replaced they must be identified in the same manner and all appropriate paper work must be updated to reflect the addition.
- 2.4.10.1.1.10 The inmate telephones must be capable of reducing or eliminating background noise to the inmate using the telephone. The Contractor must describe, in its response, how this will be accomplished with the proposed inmate telephone instruments (e.g., confidencers, phone enclosures, etc.).
- 2.4.10.1.1.11 All inmate telephones must provide volume controls which allow inmates to amplify the called parties voice.
- 2.4.10.1.1.12 The Contractor must provide dialing instructions as well as a warning that states This Call is Being Recorded to the inmate in English and Spanish on each inmate telephone in a manner which reduces the possibility of being destroyed. Simple labels or other accessible surface instructions will not be acceptable to meet this requirement.
- 2.4.10.1.1.13 The Contractor must maintain the above required telephone dialing instructions and warning statements for legibility and accuracy during the course of this contract.
- 2.4.10.1.1.14 The inmate telephone instrument must not be capable of being used to program any feature of the proposed IPS.
- 2.4.10.1.1.15 All of the proposed inmate telephones must be compliant with all applicable requirements of the American with Disabilities Act (ADA).

**2.4.10.1.2 Type 2: Max Custody Unit/Facility**

- 2.4.10.1.2.1 The second type of inmate telephone instrument must be portable or movable inmate telephones that are used mainly in special management units and must be manufactured to withstand abuse (physical, liquid, etc.)



as well as be compact enough to fit through standard food slots. Industry standard 2500 telephone sets will not be acceptable at meeting this requirement. The Contractor must state how it will allow the Department to secure the touch tone pad after the special management units inmates initial call now has been placed.

2.4.10.1.2.2 The Contractor must describe, in its response, how these movable or portable telephones will be moved from one cell to another by the Department personnel to allow for inmate calling.

2.4.10.1.2.3 The Contractor must provide a special management unit telephone that includes all call restrictions of the IPS with regard to inmate PINs, call duration, etc.

2.4.10.1.2.4 The Contractor must provide the most current technology when supplying cordless telephones. The cordless phone must also be the most currently durable phone available on the market. Subject to approval by ADC

**2.4.10.1.3 Type 3: Outdoor Telephones**

2.4.10.1.3.1 The third type of Inmate Telephone Station Equipment must be all weather inmate telephone sets to be used in some outdoor conditions as various Department facilities.

2.4.10.1.3.2 The outdoor inmate telephone instruments must meet all requirements of the Type 1: Wall Mounted Telephones (Indoors) described in this section. The Contractor must state this compliance in its response.

2.4.10.1.3.3 The outdoor inmate telephone instrument must be weather-proof to ensure durability in outdoor conditions.

**2.4.10.1.4 Type 4: TDD/TTY Devices**

2.4.10.1.4.1 The Department currently has inmates who are deaf or hearing impaired and must place out going telephone calls via a TDD/TTY. The Contractor must describe, in its response, how such calls will be conducted in conjunction with the proposed IPS.

2.4.10.1.4.2 The Contractor must describe, in its response, how outgoing inmate calls via the TDD/TTY are conducted in the following circumstances while maintaining all call controls:

- 2.4.10.1.4.2.1 A standard telephone number on the inmates call list.
  - 2.4.10.1.4.2.2 Toll free number for the deaf relay service;
  - 2.4.10.1.4.2.3 711 deaf relay service call;
  - 2.4.10.1.4.3 The Contractor must describe, in its response, how outgoing call control for TDD/TTY users is maintained with the proposed IPS.
  - 2.4.10.1.4.4 The Contractor must provide adequate TDD/TTY or suitable devices to each of the Department facility, maintain such devices as well as provide additional devices, at no cost, when requested by a specific Department facility.
  - 2.4.10.1.4.5 The Contractor must provide TDD/TTY or suitable devices which contain a digital display (e.g., LCD, LED, etc.) and a printing device.
  - 2.4.10.1.4.6 The Contractor must provide TDD/TTY or suitable devices that allow the inmate conversation to be printed in real-time allowing the Department to have a hard copy of the inmate conversation with the exception of privileged calls to attorneys, etc.
  - 2.4.10.1.4.7 The Contractor must describe, in its response, how inmate call will be invoiced (and to whom) when the inmate uses the TDD/TTY device to place a call.
- 2.4.11 Data Back-Up
- 2.4.11.1 The Contractor must perform all system and database back-ups and archiving. All archival hardware, supplies, network and recovery procedures which ensure that no data shall be lost must be provided by the Contractor at no cost to the Department.
  - 2.4.11.2 The Contractor must be capable of recovering all system data for all locations, to the point of full system operation, using a system backup.
  - 2.4.11.3 The Contractor must describe, in its response, the back-up schedule for:
    - 2.4.11.3.1 The local system programming databases for each of the Department facility;

- 2.4.11.3.2 The central Contractor maintained programming database for all Department facilities;
- 2.4.11.3.3 All inmate call records for each of the Department facility;
- 2.4.11.3.4 All inmate call records for all Department facilities maintained at the Contractors site;
- 2.4.11.3.5 All inmate call recordings for each of the Department facility;
- 2.4.11.3.6 All inmate call recordings for all Department facilities maintained at the Contractors site.
- 2.4.11.4 The Contractor must state, in its response, if these system back-ups are performed in real-time (e.g., as the transaction/call completes) or as a pre-scheduled time during the day.
- 2.4.11.5 The Contractor must describe, in its response, how the local IPS databases at all Department facilities will be kept current with the IPS backups at the Contractor site in case of required re-programming or system recovery at the Department facility.
- 2.4.11.6 The Contractor must agree, in its response, that the Department retains ownership of all archived information, call detail, inmate records, etc. The Contractor must agree, in its response, that the Department has the right to obtain all archived information, call detail, inmate records, etc. associated with the IPS regardless of the location of such information within the Contractors organization or site.
- 2.4.11.7 The Contractor must describe, in its response, how it will provide system security for all data stored locally and at its central storage location. Such security description must include system security as well as how access to such sensitive information will be performed within the Contractors organization.
- 2.4.12 IPS Management/Administration Requirements
  - 2.4.12.1 The Contractor must propose an IPS that can be administered on-site by the Contractors personnel and the Department personnel.
  - 2.4.12.2 The Contractor must propose an IPS that allows for changes to be administered in "real time while the system is in use. The proposed system must not require the system to be taken off line to make additions, changes or retrieve reports.
  - 2.4.12.3 The Contractor must propose an IPS that provides a Graphical User Interface (e.g., Microsoft Windows) for both system administration and system reporting

functions. The Contractor must provide samples of its User Interface screens with it response.

- 2.4.12.4 The Contractor must describe, in its response, what system administration functions are available with the proposed IPS (i.e., new account entry, account/record modification, account deletion, etc.).
- 2.4.13 PIN Transfer Between Department Sites
- 2.4.13.1 The Department makes transfers of inmates between facilities on a daily basis (Monday through Friday). In addition, unscheduled inmate transfers can occur at any time or on any day. Although the Department understands that there will sometimes be unusual circumstances to prevent such, it is important that the PIN assigned to the transferred inmate be active at the new facility within 12 hours after the physical transfer via an automated process. This process shall be compatible with an Inmate Management System. The Department will provide the Contractor with a list of inmates to be transferred on a daily basis to assist in facilitate this PIN transfer.
- 2.4.13.2 The Contractor must describe, in its response, how it will perform unscheduled PIN transfers to ensure that the transferred inmate has access to their attorney through the IPS.
- 2.4.14 Semi-Annual Review
- 2.4.14.1 The Contractor must conduct a semi-annual review of the inmate PIN database to ensure that all Department staff, volunteers, consultants, etc. telephone numbers are not part of the system allowable number lists. The Department will provide a list of appropriate telephone numbers.
- 2.4.15 System Reporting Function
- 2.4.15.1 The proposed IPS must provide a system reporting package accessible by the Department personnel. This reporting package must allow for the querying of inmate call records and include a graphical user interface (GUI) for ease of use.
- 2.4.15.2 The proposed IPS must allow for the generation of reports by the Department facility, a combination of the Department facilities or all Department facilities.
- 2.4.15.3 The proposed IPS must allow for the generation of reports by the Department personnel based on their user access level.
- 2.4.15.4 The proposed IPS must provide for standard or custom reports that provide for the following, at a minimum:
- 2.4.15.4.1 Monthly revenue by prison location and phone
  - 2.4.15.4.2 Chronological List of Calls
  - 2.4.15.4.3 Daily Call Volume Summary
  - 2.4.15.4.4 Daily Call Volume Detail
  - 2.4.15.4.5 Weekly Call Volume Summary

- 2.4.15.4.6 Weekly Call Volume Detail
  - 2.4.15.4.7 Inmate Account Summary
  - 2.4.15.4.8 Inmate Account Detail
  - 2.4.15.4.9 Frequently Dialed Numbers
  - 2.4.15.4.10 Specific Telephone Number Dialed Usage
  - 2.4.15.4.11 Suspended Inmate Account
  - 2.4.15.4.12 Alert Notification
  - 2.4.15.4.13 Telephone Numbers Called by More Than One Inmate
  - 2.4.15.4.14 Telephone Numbers Assigned to More Than One Inmate Account
  - 2.4.15.4.15 Quantity of Calls per Inmate Account
  - 2.4.15.4.16 Quantity of Minutes per Inmate Account
  - 2.4.15.4.17 Blocked Telephone Number List
  - 2.4.15.4.18 Local Exchange Volume (by Exchange)
  - 2.4.15.4.19 Area Code Volume (by Area Code)
  - 2.4.15.4.20 Ability to create customizable reports
- 2.4.15.5 The proposed IPS must allow for selected reports to be generated automatically based on The Department criteria (e.g., time of day, volume of calls, particular inmate, etc.).
- 2.4.15.6 The proposed IPS must allow for automatic generation of reports by individual the Department facility or on a system wide basis.
- 2.4.15.7 The proposed IPS reporting function must allow for the exporting reporting data to Microsoft SQL Server® at a minimum.
- 2.4.15.8 It is desirable that the IPS provide the Department personnel that ability to simply click on the called number and be provided with the name and address of the called party. The Contractor must describe, in its response, how this function is provided and how it operates with the proposed system.
- 2.4.16 Training Requirements
- 2.4.16.1 It is instrumental to the success of the installation of the IPS that the Department personnel be trained in various aspects of the system operation. Therefore, the Contractor must provide a complete training schedule based on the following requirements.
  - 2.4.16.2 The Contractor must provide all end-user training to the Department at no cost.
  - 2.4.16.3 The Contractor must provide all end-user training on site at the various Department facilities.
  - 2.4.16.4 The Contractor must provide training for various levels of Department personnel including full-time system administrators, part-time system administrators, special investigators and data entry specialists, etc.

- 2.4.16.5 The Contractor must provide full training for all assigned system users on how to create, delete and modify inmate programming and profiles.
- 2.4.16.6 The Contractor must provide full training for all assigned system users on how to generate appropriate system reports.
- 2.4.16.7 The Contractor must provide full training for all assigned system users on how to maintain inmate alert levels and respond accordingly when these levels are exceeded.
- 2.4.16.8 The Contractor must provide full training on all components of the Inmate Calling System.
- 2.4.16.9 The Contractor must provide full training on the provided call recording function including the live monitoring of inmate calls, playback of archived calls and the transfer of calls to other media for playback at off-site locations.
- 2.4.16.10 The Contractor must provide full training for all assigned Department system users on how to change inmate restriction levels (by telephone, suspend PIN, etc.).
- 2.4.16.11 The Contractor must provide full training for all assigned system users on how to initiate system restrictions including the shutting down of individual inmate telephones, groups of inmate telephones or the entire facilities systems.
- 2.4.16.12 The Contractor must provide ongoing system training for existing Department personnel when required by the Department at no cost.
- 2.4.16.13 The Contractor must provide additional training for new Department personnel when required by the Department at no cost.
- 2.4.16.14 The Contractor must describe, in its response, any advanced system training that may be available to the Department personnel whether provided on-site at the Department facility or off-site at the Contractors training facilities.
- 2.4.16.15 The Contractor must in its proposal include the name, title and qualifications of the Contractor staff member who will have the overall responsibility for training.
- 2.4.16.16 The proposed IPS must provide for integrated help function for system operation, administration, reporting and management functions.
- 2.4.16.17 The Contractor must provide a live Help Desk support function to the Department at no cost to the Department during the term of this contract. This Help Desk function must be capable of providing support via telephone to the Department IPS personnel for the functions of the IPS. This Help Desk function must be available Monday through Friday, 8:00 am to 6:00 pm Arizona Time.

2.4.16.18 The live Help Desk support function provided by the Contractor must be located within the continental United States

2.4.17 Service & Maintenance

2.4.17.1 Vendor must provide live Customer Service Representative (CSR) & Intergrated Voice Response (IVR) support to the Agency 24 hours a day, year round, for issues.

2.4.17.2 Vendor must provide live domestic CSR & IVR support to constituents 24 hours a day, year round, without exception allowing constituents to set up accounts, make payments, access account information, and resolve issues.

2.4.17.3 All friends and family service, field support and technical support maintenance operations shall be located within the United States. Off-shore support will not be acceptable. Please provide a complete description of how you will meet this requirement and if the services are provided via a subcontractor or are provided by full-time employees of your company.

2.4.17.4 Vendor must provide constituents full service online support including ability to set up accounts, make payments, access account information, calculate call rates, and resolve issues (including online CSR chat and email support) via company website.

2.4.17.5 Constituents must have the ability to manage phone services, video visitation services, and email services from one centralized web based portal.

2.4.17.6 Proposer's website must dynamically display available products to constituents based on previous calling history.

2.4.17.7 Proposer's website and constituent portal must be accessible enhanced to support mobile devices such as cell phones and tablets.

2.4.17.8 Proposer's website must allow constituents to configure text and email low balance notifications.

2.4.17.9 Proposer's website must allow constituents to configure text and email low balance notifications.

2.4.17.10 Proposer's website must allow constituents to subscribe to text payment services, specifically the ability to fund accounts and pay invoices via text messages.

- 2.4.17.11 Proposer's website must allow constituents to subscribe to automatic payment services, specifically the ability to automatically fund accounts or pay invoices.
  - 2.4.17.12 Proposer must support customizable service and courtesy notification campaigns to constituents via various methods (phone dialer, text message, email) to alert F&F of bills due, bills past due, low account balances, account blocks, etc).
  - 2.4.17.13 Proposer must allow constituents without access to web based services to easily call, such as a "zero-out" method, into service centers and talk to a live CSR. Describe your procedure.
  - 2.4.17.14 Describe the maintenance and quality assurance programs for telephones to be installed. The vendor shall only have personnel employed by the inmate telephone provider and no subcontractors shall be utilized, unless authorized by the Department.
  - 2.4.17.15 Describe the maintenance and quality programs for telephones to be installed.
  - 2.4.17.16 Detail the methods of determining service interruptions and service call priorities. List response time for each priority and the level of expertise devoted to each priority.
  - 2.4.17.17 Provide a contact person who will be responsible for ongoing account management and support.
  - 2.4.17.18 System shall have the capability for remote diagnostic to minimize facility visits by vendor. Describe you system diagnostic process and tools
- 2.4.18 Equipment/System Maintenance
- 2.4.18.1 The Contractor must provide an IPS at all required Department facilities that is fully functional in regards to all labor, materials, programming, system hardware and software.
  - 2.4.18.2 The Contractor must warrant that the IPS installed for the Department facilities shall be free of defects, irregularities, unprofessional installation, code violations and shall operate as designed and proposed. Should the system not operate as designed and proposed or violate any local, state or federal code, the Contractor must immediately correct the defect or irregularity or bring the system within code and performance specifications at no cost to the Department.
  - 2.4.18.3 The Contractor must provide all post installation system programming and maintenance services at no cost to the Department.
  - 2.4.18.4 The Contractor must agree in its response that maintenance service is available on its IPS seven days per week, twenty-four (24) hours a day.



2.4.18.5 The Contractor must propose an IPS that provides for remote diagnostic and maintenance.

2.4.18.6 The Contractor is responsible for replacement of the IPS in its entirety or its individual components regardless of cause including, but not limited to, normal wear/use, inmate abuse, natural disaster, or inmate unrest. This system or component replacement will be performed at no cost to the Department and will occur immediately upon notification to the Contractor of the system problem by the Department facility.

2.4.18.7 The Contractor is responsible for replacing of inmate telephones in their entirety regardless of cause including, but not limited to, normal wear/use, inmate abuse, natural disaster, or inmate unrest. The Contractor must replace inmate telephones requiring repair and not repair components of the inmate telephone on site at the Department.

#### 2.4.19 Response to Maintenance Calls

2.4.19.1 Should any critical component of the IPS provided by the Contractor fail, the Contractor must respond to IPS maintenance/repair calls from the Department in the manner outlined in this section.

##### 2.4.19.1.1 Definition of a Major Emergency

2.4.19.1.1.1 For the purpose of this RFP, a Major Emergency shall be defined as an occurrence of any one of the following conditions. The Contractor is required to further discuss with the Department prior to system installation to determine additional specific criteria for a Major Emergency.

2.4.19.1.1.2 A failure of the IPS processor, its common equipment or power supplies which render the system incapable of performing its normal functions;

2.4.19.1.1.3 A failure of the recording function or any of its components that affects the full recording operation;

2.4.19.1.1.4 A failure of 50% or more of the inmate telephones at any one area within a Department facility;

2.4.19.1.1.5 A failure of any of the IPS functions that result in the ability of inmates to place calls without the use of assigned PINs;

2.4.19.1.1.6 A failure of any of the IPS functions that results in the ability of inmates to make direct dialed calls when the system is operating in collect call mode;

2.4.19.1.1.7 If system allows an inmate to reach a live operator.

2.4.19.1.1.8 A failure of the system kill switches or similar IPS disabling function proposed by the Contractor.

2.4.19.1.2 Response Times for a Major Emergency

2.4.19.1.2.1 For a Major Emergency the Contractor must respond to the service problem within 30 minutes of initial trouble report by the Department facility through the use of remote testing or access. Should the IPS not be accessible for remote access, the Contractor must have a qualified technician, suitably equipped for the installed IPS on site at the Department location within two (2) hours from the time of initial trouble report.

2.4.19.1.2.2 Should the problem not be resolved via remote access, the Contractor must have a qualified technician, suitably equipped for the installed system, on site at the Department institution within two (2) hours from the time of initial trouble report.

2.4.19.1.2.3 Response to "Major Emergency conditions must be performed on a 24 Hours-a-Day/Seven Days-a-Week/365 Days-a-Year basis throughout the term of this contract.

2.4.19.1.3 Definition of Routine Service

2.4.19.1.3.1 Routine Service shall be defined as an IPS failure or problem other than a Major Emergency item as listed above or defined by the Department.

2.4.19.1.4 Response Times for Routine Service

2.4.19.1.4.1 For a Routine Service the Contractor must respond to the service problem within four (4) hours of the initial trouble report by the Department facility through the use of remote testing or access. Should the IPS not be accessible for remote access, the Contractor must have a qualified technician, suitably equipped for the installed system, on site at the Department facility within twelve (12) business hours from the time of initial trouble report. Business hours are defined as 8:00 a.m. to 6:00 p.m., Monday through Friday, Arizona Time.

2.4.19.1.4.2 Should the problem not be resolved via remote access, the Contractor must have a qualified technician, suitably equipped for the installed system, on site at the Department institution within six (6) hours from the time of initial trouble report.

#### 2.4.19.1.5 Answering of Maintenance Calls

2.4.19.1.5.1 The Contractor must ensure and state, in its response, that all maintenance calls from the Department shall be answered by a live operator/service representative at all times.

2.4.19.1.5.2 It is desirable that all maintenance calls from the Department be answered by a live operator/service representative at all times.

#### 2.4.20 Critical Component Availability

2.4.20.1 The Contractor must guarantee to the Department that all parts and materials necessary to repair the proposed IPS are readily available to on-site service personnel 24 hours per day, seven days per week, 365 days per year. The Department will not accept the delay of any IPS repair based on the fact that service personnel cannot access a system parts warehouse, office or similar Contractor facility because the facility not being opened "after hours, or on weekends or holidays.

2.4.20.2 It is desirable that the Contractor provide spare inmate telephone equipment at each Department facility to allow for timely replacement of telephones that are not operating for any reason. The Contractor must provide onsite a minimum number of spare sets equal to five percent (5%) of the total number of inmate telephones installed at each of the Department facility

#### 2.4.21 Escalation Procedures During Service Maintenance

2.4.21.1 The Contractor must provide, in its response, escalation procedures to address inadequate maintenance service of the IPS. These escalation procedures must include multiple levels of management personnel. Access to additional management personnel must be made available to the Department upon request.

2.4.21.2 The Contractor must provide, in its response, a complete list of its maintenance service escalation procedures including:

2.4.21.2.1 A list of personnel at each level of escalation;

2.4.21.2.2 Contact telephone, fax, pager, cellular numbers;

2.4.21.2.3 Methods by which escalation is initiated; and

2.4.21.2.4 Criteria for escalation at each level.

2.4.21.3 The Contractor must agree, in its response, that the Department has the right to initiate these escalation procedures at its discretion based on diminished service or non-performance of the Contractor.

2.4.22 Maintenance Records

2.4.22.1 The Contractor must provide to the Department, upon request during the term of this contract, maintenance records that include a listing of all repair notices including the date and times of the service trouble report, the nature of the problem reported, and date/time of problem resolution.

2.4.22.2 The Contractor must provide historical maintenance records for 24 months from the current date.

2.4.22.3 It is desirable that the Contractor provide historical maintenance records from the initial contract date of this contract with the Department.

2.4.23 Contractor Performance

2.4.23.1 As the single State Agency responsible for promoting public safety by incarcerating offenders while providing opportunities for participation in effective programming, the Department requires that the IPS and the Contractor perform at the highest levels of operation and service.

2.4.23.1.1 The Contractor must describe, in its response, how it will maintain maximum network up time for the IPS installed at each of the Department location. The Contractor must provide current network up time figures for similar IPS installations.

2.4.3.1.2 The Contractor must describe, in its response, how it will maintain maximum network up time for the network services installed for the IPS at each of the Department location. The Contractor must provide current network up time figures for similar IPS installations.

2.4.24 Catastrophic Network Failure Conditions

2.4.24.1 The Contractor must describe, in its response, the business continuity plans it has in place within its own organization and its network of services to ensure that the network services installed to serve the IPS installed at the Department.

2.4.25 Post Installation and Expansion Requirements

2.4.25.1 The Department may require the addition of equipment at its facilities after the original installation of the proposed IPS. The Contractor must install additional equipment within 30 days upon notification from the Department authorized personnel. The installation of this equipment shall be at no cost to the Department.

2.4.25.2 When a new Department facility is opened by the Department, the Contractor must determine (in conjunction with the Department) a schedule for installation of an

IPS at that facility to ensure inmate calling service at the new site as soon as practical. The IPS must be installed at the new facility at no cost to the Department.

- 2.4.25.3 The Contractor must be responsible for making all system modifications necessary to allow inmates to place calls as industry dialing requirements change including the introduction of new area codes and new exchanges. These system modifications shall be provided at no additional cost to the Department. The update of the IPS with new area codes and exchanges will be performed within 30 days of the area code and/or exchanges introduction to the general public.
- 2.4.25.4 The Contractor must be responsible for complying with and updating the Secure Inmate Calling System for any regulatory changes and requirements during the term of the contract. These regulatory changes include federal, state, county and municipal modifications. These changes shall be made at no additional cost to the Department.
- 2.4.25.5 All call processing and call rating information must be kept current by the Contractor to ensure inmates can place calls to all approved numbers. This information includes but is not limited to local exchanges, area codes, country codes, vertical & horizontal coordinates, and any other information necessary to accurately process and rate calls. The Contractor must provide the Department with rating information within 24 hours when requested by the Department.
- 2.4.25.6 The Contractor must describe, in its response, the transition plan for all call records and call recordings to be transferred to the Department at the end of the contract term.
- 2.4.25.7 The Contractor must provide, in its response, a full explanation of how it will handle a phase-out situation at the end of the contract term should the Contractor not be selected for the next contract to provide an IPS to the Department.
- 2.4.25.8 This plan must indicate any commission adjustment that will take effect should the new contractor not be able to phase-in its service for ninety (90) days.
- 2.4.25.9 The Contractor must identify any equipment which will be owned by the Department and any equipment not owned by the Department at the end of this contract.
- 2.4.26 System Administrators
- 2.4.26.1 The Contractor is required to provide full time (40 hours per week minimum) System Administrators dedicated to the Department for the term of this contract. The number, location, and method of operation must be described by the Contractor.

- 2.4.26.2 The Administrators must be fully trained on the proposed IPS with regards to system programming, entering of inmate information, manipulation of call recordings and the treatment of call records for required reports.
- 2.4.26.3 The Contractor must state if the site administrators proposed for the Department will be employees or independent contractors of the Contractor.
- 2.4.26.4 The Contractor must describe, in its response, how it will keep the turnover of Administrators at a minimum during the term of this contract (e.g., competitive salary, paid holidays, reasonable health benefits, vacation packages, etc.).
- 2.4.26.5 It is desirable that the Contractor provide Administrators with a minimum hourly wage of \$15.00 and competitive health benefits. The Contractor must describe in its response how it meets this desirable specification.
- 2.4.26.6 It is important to the success of this contract that the Administrator positions are filled at all times by the Contractor. The Contractor must fill any Administrator position vacancy within 45 days. Failure to achieve such may result in a \$200 per day penalty commencing on day 46 until the position is filled and the new Administrator attends the Departments new employee orientation.
- 2.4.26.7 The Contractor must provide site administrators that will perform the following functions, at a minimum, for the Department with regard to the IPS installed at each facility:
- 2.4.26.7.1 Test the IPS to ensure functionality each day;
  - 2.4.26.7.2 PIN data base initial entry (at committing sites);
  - 2.4.26.7.3 PIN changes, moves, transfers, discipline sanctions, etc.;
  - 2.4.26.7.4 Production of standard administrative and investigative reports;
  - 2.4.26.7.5 Production of customized reports as required;
  - 2.4.26.7.6 Conducting of quarterly inmate PIN list updates;
  - 2.4.26.7.7 Conducting of semi-annual scans of inmate PIN lists for the Department personnel telephone numbers, etc.;
  - 2.4.26.7.8 Initiate or facilitate maintenance and repair of the proposed IPS, as required;
  - 2.4.26.7.9 Primary Contractor point of contact for Department facilities;
  - 2.4.26.7.10 Resolve all complaints and inquiries regarding the IPS in a timely manner;
  - 2.4.26.7.11 Transfer call recordings to portable media as directed by the Department;
  - 2.4.26.7.12 Transfer of inmate PINs between Department facilities when required;
  - 2.4.26.7.13 Other related duties as determined by the Department.

## 2.5 PROPOSAL REQUIREMENTS

### 2.5.1 Inmate Phone Management Criteria

2.5.1.1 Inmates are afforded restricted access to telephones consistent with their security classification and within the physical limits of the institution. During family emergencies and certain holiday periods, inmates may be permitted to have brief telephone conversations with incarcerated family members. The Department establishes procedures for requesting, approving and scheduling phone calls, and describes monitoring and recording requirements. Refer to Attachment #3, Management Criteria for the inmate security levels and their authorized phone limit, and the criteria used to increase their respective phone privileges. Inmates with a disability may request a reasonable accommodation such as a sign language interpreter, by notifying staff of their need. Requests are made as early as possible to allow time to arrange the accommodation.

## 2.6 CONTRACTOR QUALIFICATION REQUIREMENTS

### 2.6.1 Contractor Firm Information

#### 2.6.1.1 Contractor Name and Address

2.6.1.1.1 State the proposing organization's full company or corporate name and give the official representative, address, telephone number, email address (if any) and FAX number of the Contractor's office location responsible for performance under a contract with the state of Arizona in the event the Contractor becomes the Apparent Successful Contractor.

#### 2.6.1.2 Organization

2.6.1.2.1 Specify how the proposing entity is organized (proprietorship, partnership, and corporation).

#### 2.6.1.3 Year of Organization

2.6.1.3.1 Specify the year in which the Contractor was first organized to do business as substantially the entity which now exists, whether or not the form of organization has changed in the interim (such as by subsequent incorporation, merger, or other organizational change) and regardless of name changes. The intent of this requirement is to ascertain the longevity of continuous operation of the Contractor, and the response should be formulated to provide that information as appropriate to the Contractor's business circumstances.

#### 2.6.1.4 Principal Officers

2.6.1.4.1 Give the name, office, address, and business telephone number of the principal officers of the Contractor's organization. At a minimum, include officers who hold the following functional positions, if applicable:

- 2.6.1.4.1.1 Board Chairman, if a corporation
- 2.6.1.4.1.2 President or other Chief Executive Officer
- 2.6.1.4.1.3 Corporate Director, if a corporation
- 2.6.1.4.1.4 Chief Financial Officer

- 2.6.1.5 Owners
  - 2.6.1.5.1 Identify by name, business address and telephone number of all owners, partners or stockholders who own ten percent (10%) or more of the proposing organization. If any corporation owns ten percent (10%) or more of the proposing organization, identify the corporation and its chief executive officer and chief financial officer.
- 2.6.1.6 Change in Ownership
  - 2.6.1.6.1 If any change in ownership or control of the proposing organization is anticipated during the twelve (12) months following the proposal due date, describe the circumstances of such change and indicate when the change will likely occur.
- 2.6.2 Responsible Parties
  - 2.6.2.1 Contract Responsibility
    - 2.6.2.1.1 Identify by name, title or position and telephone number the individual who would have primary responsibility for initiating service resulting from this RFP; i.e., a manager or representative for this contract.
- 2.6.3 Arizona Business License/Federal Employer Identification Number
  - 2.6.3.1 Either (a) state that the Contractor now holds a valid business license, Universal Business Identifier (UBI) issued by the state of Arizona, and provides the license number; or (b) declare that the Contractor will obtain such license if selected as the Apparent Successful Contractor, immediately upon such selection and before execution of a resulting contract. Also provide the Federal Employer Identification Number (FEIN) or Social Security Number.
- 2.6.4 Qualifications
  - 2.6.4.1 Please respond to paragraphs 2.6.5 through 2.6.11 on each of the experience category.
- 2.6.5 System-wide inmate telephone systems - Provision of inmate telephone systems and services statewide for a state correctional department or a countywide system and services for a county correctional department.
- 2.6.6 Local inmate telephone systems - Provision of inmate telephone systems in a state or county that does not encompass all inmate facilities within the state or county. This would include federal facilities that are individually served.
- 2.6.7 Inmate Telephone Systems and Services
  - 2.6.7.1 Experience in this category includes design and implementation of inmate phone systems, billing/payments, customer relations, management of subcontractors, maintenance/repair/troubleshooting, and monitoring/recording integration.
- 2.6.8 References/Experience



- 2.6.8.1 List at least three and no more than five Contractor references for which the Contractor has provided inmate telephone systems similar to this services. References must contain the firm's name, contact's name, and phone number. State the number of inmates and the gross revenue collected.
- 2.6.8.2 List any accounts which you have lost or canceled in the last year which are similar in type (correction institutional), give the reason for each. List all Correctional accounts you have operated in the past five years, their current status, reasons why, if any, of these contracts have been lost, cancelled or re-bid and provide names of contacts for these accounts so references can be verified. Also, describe how each experience applies to the following:
- 2.6.8.2.1 Design and implementation of system wide or local inmate phone systems
  - 2.6.8.2.2 Billing/payments
  - 2.6.8.2.3 Customer/public relations
  - 2.6.8.2.4 Management of subcontractors
  - 2.6.8.2.5 Maintenance/repair
  - 2.6.8.2.6 Troubleshooting/response
  - 2.6.8.2.7 Monitoring/recording integration
  - 2.6.8.2.8 Other
- 2.6.9 Contractor Resources
- 2.6.9.1 Provide brief one-page resumes of the single point of contact and any other individual presently employed by the Contractor or stated subcontractors who will be responsible to ensure Contractor performance and customer (Department, inmate, and public users) satisfaction with the services provided. Provide documentation showing arrangements made with local exchange carriers to allow inmates to make collect calls. The score will be based on review of resumes provided, contact with references included within the resumes, and the extent of arrangements made with local exchange carriers.
- 2.6.9.2 Include the following information, at a minimum, for each person identified:
- 2.6.9.2.1 Name
  - 2.6.9.2.2 Position, roles, and responsibilities served in past engagements
  - 2.6.9.2.3 Description of key specialties and abilities
  - 2.6.9.2.4 Description of education and training
  - 2.6.9.2.5 References for the past engagements
- 2.6.10 Added Value to the Department
- 2.6.10.1 Describe the resources Contractor proposes to provide as added value in meeting the needs of the Department. Include resources to be provided the Department (including any dedicated staff that would reduce need for the Department to

perform certain tasks), and demonstrated commitment to serving customers including state and local governments.

#### 2.6.11 Contractor Financial Responsibility

- 2.6.11.1 Describe the proposing organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information in such a manner that the proposal evaluators may reasonably formulate a determination about the stability and financial strength of the proposing organization.
- 2.6.11.2 Provide a copy of the Contractor's Dunn and Bradstreet, Equifax, TRW, or other appropriate credit rating. For sole proprietors, provide a copy of the appropriate credit rating for your sole proprietorship. A credit report for the sole proprietorship will be required before contract execution.
- 2.6.11.3 Provide a copy of the organizations, audited, financial records for the past three (3) years.
- 2.6.11.4 Disclose any and all judgments, pending or expected litigation, or other real or potential financial or legal events that might materially affect the viability or stability of the proposing organization or warrant that no such condition is known to exist.

#### 2.7 IMPLEMENTATION PLAN

- 2.7.1 One Contractor will be selected to enter into a written contract as a result of this RFP with the selected Contractor to begin providing services no later than 120 days after execution of a written contract. The proposal must include an implementation plan describing the tasks and activities to be completed and their timeframes/milestones prior to the start of services. The implementation plan is to detail how the Contractor would satisfy the RFP's requirements regarding the installation, operation and maintenance of an inmate phone system with monitoring and recording capabilities, such that each issue addressed would be complete and detailed enough to assure the Department of the Contractor's understanding and capability to perform the cited requirements, and to substantiate that the IPS will be fully operational within the timeframe stated after execution of the written contract.
  - 2.7.1.1 Please specify Contractors timeframe for the implementation plan if less than 120 days.
- 2.7.2 Describe in detail the Implementation and Cutover Plan. The overarching considerations are to maintain connectivity, avoid disruption of telephone services to inmates and the Department's need to monitor and/or rerecord inmate calls and to minimize the concurrent use of the incumbent provider's and successor's services.
  - 2.7.2.1 The tasks and activities to be completed and their timeframes/milestones prior to the start of services (e.g. set-up of facilities, hook-up of phone lines, hiring/training of personnel).

- 2.7.2.2 The schedule or sequencing of the service installations at Department sites.
  - 2.7.2.3 The potential risks that might affect the changeover to a new phone provider, their possible impacts and any strategies or solutions that the Contractor proposes to mitigate or prevent these impacts.
  - 2.7.2.4 The Contractors plan to avoid any service disruptions.
- 2.7.3 System Implementation and Transition
- 2.7.3.1 The Department is presently utilizing an IPS. It is therefore of the utmost importance that the Contractor address the issue of transition from the existing system to the new IPS at all Department locations. The Department realizes that some down time will occur during this transition but the Contractor must propose an implementation plan that reduces this down time and allows for a smooth progression to the new system. The amount of estimated down time must be stated. The Contractor's IPS System should have the ability to provide and support new technology, including but not limited to, Kiosks, video visitation, tablet email. The Contractor must also provide/supply any infrastructure needed support such technology.
  - 2.7.3.2 The Contractor is required to provide the Department a full implementation plan for the IPS. The Contractors implementation plan must include a detailed explanation of the following items:
    - 2.7.3.2.1 Pre-installation procedures for each of the Department facility;
    - 2.7.3.2.2 Pre-installation procedures for the complete system;
    - 2.7.3.2.3 Network circuits/service coordination requirements;
    - 2.7.3.2.4 Software programming and preparation;
    - 2.7.3.2.5 Equipment delivery schedules;
    - 2.7.3.2.6 Equipment security procedures;
    - 2.7.3.2.7 Equipment/system installation procedures;
    - 2.7.3.2.8 Inmate telephone installation procedures;
    - 2.7.3.2.9 System testing at each of the Department facility;
    - 2.7.3.2.10 System testing of overall system connectivity;
    - 2.7.3.2.11 Training of the Department personnel;
    - 2.7.3.2.12 Actual system cutover to service;
    - 2.7.3.2.13 List of the Department responsibilities.
  - 2.7.3.3 The Contractor must work with the Department to determine the exact times when Inmate Telephone Equipment can be replaced to reduce down time.
  - 2.7.3.4 It is strongly suggested the Contractor conduct a site visit to each of the Department facility prior to submitting their bid in order to become familiar with

the physical location of the existing IPS and the inmate telephones as well as to be completely familiar with the installation requirements of each particular facility.

- 2.7.3.5 The Contractor must coordinate any removal of the existing inmate telephones in all of the Department facilities. The Contractor is required to meet with the Department so that the existing telephones may be used during the transition to the new inmate telephones provided under this contract.
- 2.7.3.6 The Contractor is allowed to re-use existing station cabling installed at each of the Department facility for the inmate telephones once it has tone and tested each cable run to ensure that the station cable is capable of supporting the new inmate telephones. In cases where the existing cable is re-used, the Contractor will re-terminate and label the station cabling at the cross connect (main/intermediate distribution frames) to ensure that all cabling is identified correctly and terminated in such a way to simplify future maintenance. In cases where existing station cabling cannot be used, the Contractor will install new station cabling (Category 5e minimum) at no cost to the Department. Any new cabling must include required wall plate, cross connection, patch cords, etc. as required by the Contractor and the Department to ensure proper operation of the inmate telephones.
- 2.7.3.7 Although the Department does not anticipate that such work will be required, the Contractor must agree in its response to obtain Department permission in writing before proceeding with any work that requires cutting into or through girders, beams, concrete or tile floors, partitions or ceilings, or any work that may impair fireproofing or moisture proofing, or potentially cause any structural damage.
- 2.7.3.8 The Contractor will be responsible for all programming of the IPS including the generation and creation of the system database(s) required to provide a fully operational IPS.
- 2.7.3.9 The Contractor must transfer the current IPS database information including inmate profiles (PINs) and call records to the new system. The Contractor must state, in its response, how this will be accomplished and what is required of the Department to facilitate this transfer of information.
- 2.7.3.10 The Contractor must clean up and remove any and all debris and packaging material resulting from its work at the Department facility on a daily basis.
- 2.7.3.11 Upon completion of installation, the Contractor must leave the Department facility clean, orderly and ready for immediate use.
- 2.7.3.12 The Contractor must be completely responsible for replacing, restoring or bringing to former condition any damage caused by the Contractors installation personnel to floors, ceilings, walls, furniture, grounds, pavement, etc. Any damage or disfigurements shall be restored to its former condition by the Contractor at no cost to the Department.

- 2.7.3.13 The Contractor must ensure that all of its work and materials comply with all local, state and federal laws, ordinances and regulations as well as the direction of any inspectors appointed by proper authorities having jurisdiction over this type of network and equipment installation. The Contractor is responsible for obtaining all necessary permits. Should violation of codes occur relating to this network installation project because necessary permits were not identified and obtained by the Contractor, the Contractor will cease all work at that specific location and correct the situation, immediately, at no cost to the Department prior to continuation of system installation
- 2.7.3.14 The Contractor must include in its Implementation plan their proposed recommendations for adding additional equipment to improve service and coverage. Currently the Department has approximately 30 inmates to each phone . Contractor must maintain a 30 to 1 ratio as required by the Department. Any deviations from this ratio shall be approved by the Department.
- 2.7.4 System Testing
- 2.7.4.1 The Contractor must describe, in its response, how it performs standard system testing to ensure that the proposed IPS and its network services are fully implemented and ready to accept inmate traffic and Department use. This description must include the Contractor and industry standard methodologies, procedures and protocols consistent with the IPS proposed for the Department. The Contractor must describe what is required of the Department personnel during this system testing. All hardware, software, software licensing, etc. required to perform this testing must be provided to the Department at no cost.
- 2.7.4.2 The Contractor is required to provide system testing which simulates normal operating conditions of the installed IPS to ensure proper performance after hardware and software configuration is complete. This simulation must include full traffic load representing high traffic situations for inmate calling traffic.
- 2.7.4.3 The Contractor must agree, in its response, to the Departments right to require the replacement of any network service or system component whose failure to meet required performance levels during testing has risen to chronic problem level.
- 2.7.5 System Acceptance
- 2.7.5.1 The Department defines system acceptance as the "problem free operation of the IPS and its network of services for a period of 30 consecutive days commencing with the actual completion of IPS installation and testing.
- 2.7.5.1.1 Should the proposed IPS operate problem free during the initial 30 day acceptance period, the Contractor may consider the IPS installation as complete at that Department facility and commence with post installation maintenance and support.

- 2.7.5.1.2 Should the IPS fail to operate problem free during the 30 day acceptance period, the Contractor must correct the problem at no cost to the Department and the 30 day acceptance period will begin again. The Contractor is required to provide all materials and labor to ensure that the installed IPS is performing according to manufacturer specifications and the requirements of this RFP.
- 2.7.5.2 The Contractor must agree, in its response, to discuss the definition of problem free operation with the Department prior to system contract. However, for the purposes of this RFP, problem free operation during the initial 30 day period is defined as the following:
  - 2.7.5.2.1 Failure of no more than two percent (2%) of the telephone instruments;
  - 2.7.5.2.2 Failure of no more than ten percent (10%) of network services';
  - 2.7.5.2.3 Failure of no more than one (1) digital trunk (T1, ISDN PRI);
  - 2.7.5.2.4 Operation of the system security features including PINs, etc.;
  - 2.7.5.2.5 Operation of the system software without major conflicts or feature failure;
  - 2.7.5.2.6 Non- failure of any Central Processing Unit (CPU).
- 2.7.6 System Documentation
  - 2.7.6.1 At the completion of the installation, the Contractor must provide a complete set of system reference manuals which must include information specific to the installation at each of the Department facility.
  - 2.7.6.2 The Contractor must supply all necessary documentation to the Department personnel with regard to maintenance contact numbers, maintenance reporting procedures, maintenance escalation procedures, etc.
  - 2.7.6.3 The Contractor must provide programming manuals that are specific to each of the Department facility.
  - 2.7.6.4 The Contractor must provide the Department facility specific checklists allowing trained the Department personnel to become acquainted with the specific programming of the IPS installed at that particular Department facility.
  - 2.7.6.5 The Contractor must provide written procedures at each of the Department facility that instruct the Department personnel on how to report system troubles, escalate system troubles within the Contractors organization, contract Contractor personnel during weekend shifts, etc. The Contractor must update such written procedures on a quarterly basis during the term of this contract.

### **3 COST AND COMMISSION REQUIREMENTS**

#### **3.1 Inmate Call Cost Proposal Requirements**

3.1.1 The Contractor's response to this RFP must comply with the rate or rates for local, IntraLata, InterLata, InterState, and International inmate calls, as identified in Attachment #6. Arizona Department of Corrections reserves the right to increase and/or decrease rates within the duration of this contract.

#### **3.2 Commission**

3.2.1 The successful Contractor will demonstrate in their proposal their method to maximize the commission to the Department. As a guideline, the Department currently receives a commission of approximately \$4 million dollars annually, based on a commission rate of 53.7% of the Gross Revenue generated from the existing contract. The current phone rates to inmates and families are shown in Attachment #6, Current Call Rates.

3.2.2 The Contractor's proposal shall provide the proposed percentage commission of Gross Revenue the Department will receive based on the current call usage identified in Attachment #2, Proposed Commission Rate.

3.2.3 Commissions will be paid to Department as follows:

3.2.3.1 Contractor will make an upfront payment to the Department within 10 days from contract award date and a true-up payment based on their proposed % commission rate of gross revenue at contract year end. The upfront payment will be calculated as 50% of the commission rate times the previous year total costs. This will continue with the 5 year contract term and with 5 year renewal options. Calculation example follows.

3.2.3.2 Example: Annual gross revenue is \$8,170,448.84 million. Proposed commission is 45%. Annual commission amount due to the Department is (\$8,170,448.84 million times 45% = \$3,676,701.90 million). The upfront payment due to the Department is {50% times (45% times \$8,170,448.84 million) = \$1,838,350.90}. A true up payment shall be made at the end of each contract year for the balance for the commission.

3.3 Attachment #6, Current Call Rates, indicates the current average phone rates under the existing contract for comparison purposes.



**Offer and Acceptance**

**Arizona Department of Corrections**

**Procurement Services**

1601 W. Jefferson MC 55302

Phoenix, Arizona 85007

SOLICITATION NO.: ADOC14-00003887/14-066-24

OFFFEROR:

**OFFER**

**TO THE STATE OF ARIZONA:**

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies Small Business status.

Company Name

Signature of Person Authorized to Sign Offer

Address

Printed Name

City State Zip

Title

Phone:

Fax:

Contact Email Address

By signature in the Offer section above, the Offeror certifies:

1. The submission of the Offer did not involve collusion or other anticompetitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 2009-9 or A.R.S. §§ 41-1461 through 1465.
3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror certifies that the above referenced organization     IS/     IS NOT a small business with less than 100 employees or has gross revenues of \$4 million or less.

**ACCEPTANCE OF OFFER**

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, ncluding all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the State.

This Contract shall henceforth be referred to as Contract No. \_\_\_\_\_.

The effective date of the Contract is \_\_\_\_\_.

The Contractor is cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contract release document or written notice to proceed.

**State of Arizona**

**Awarded this:                      day of \_\_\_\_\_ 2014**

\_\_\_\_\_  
Leon George, Chief Procurement Officer





# CERTIFICATE OF INSURANCE

ARIZONA STATE  
DEPARTMENT OF  
CORRECTIONS  
1601 W. Jefferson St. M/C 55303  
PHOENIX, AZ 85007-3002

SOLICITATION NO. ADOC14-00003887/14-066-24

VENDOR

**PRIOR TO COMMENCING SERVICES UNDER THIS CONTRACT, THE CONTRATOR MUST FURNISH THE STATE, CERTIFICATION FROM INSURER(S) FOR COVERAGE IN THE MINIMUM AMOUNTS AS STATED BELOW. THE COVERAGE SHALL BE MAINTAINED IN FULL FORCE AND EFFECT DURING THE TERM OF THIS CONTRACT, AND SHALL NOT SERVE TO LIMIT ANY LIABILITIES OR ANY OTHER CONTRACTOR OBLIGATIONS.**

<b>NAME AND ADDRESS OF INSURANCE AGENCY:</b>	<b>COMPANY LETTER</b>	<b>COMPANIES AFFORDING COVERAGE</b>
	A	
	B	
<b>NAME AND ADDRESS OF INSURED:</b>	C	
	D	

LIMITS OF LIABILITY MINIMUM - EACH OCCURRENCE	COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	DATE POLICY EXPIRES
<b>GENERAL AGGREGATE:</b> \$2,000,000.00 <b>BODILY INJURY:</b> \$1,000,000.00 <b>PER PERSON</b>		<b>COMPREHENSIVE GENERAL LIABILITY FORM</b>  PREMISES OPERATIONS  CONTRACTUAL  INDEPENDENT CONTRACTORS  PRODUCTS/COMPLETED OPERATIONS HAZARD  PERSONAL INJURY  BROAD FORM PROPERTY DAMAGE  EXPLOSION & COLLAPSE (IF APPLICABLE)  UNDERGROUND HAZARD (IF APPLICABLE)		
<b>EACH OCCURRENCE</b> \$1,000,000.00				
<b>PROPERTY DAMAGE OR BODILY INJURY AND PROPERTY DAMAGE</b> \$1,000,000.00				
<b>COMBINED</b> \$2,000,000.00				
<b>SAME AS ABOVE</b>		<b>COMPREHENSIVE BUSINESS AUTO LIABILITY INCLUDING NON-OWNER (IF APPLICABLE)</b>		
<b>NECESSARY IF UNDERLYING IS NOT ABOVE MINIMUM</b>		<b>UMBRELLA LIABILITY</b>		
<b>STATUTORY EACH ACCIDENT</b>	\$500,000.00	<b>WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY</b>		
<b>EACH OCCURRENCE</b>	\$1,000,000.00	<b>PROFESSIONAL LIABILITY</b>		
	<b>ACTUAL REPLACE MENT COST</b>	<b>PERSONAL PROPERTY (IF APPLICABLE)</b>		

STATE OF ARIZONA AND THE DEPARTMENT NAMED ABOVE ARE ADDED AS ADDITIONAL INSURED AS REQUIRED BY STATUTE, CONTRACT, PURCHAS ORDER OR OTHERWISE REQUESTED. IT IS AGREED THAT ANY INSURANCE AVAILABLE TO THE NAMED INSURED SHALL BE PRIMARY OF OTHER SOURCES THAT MAY BE AVAILABLE.	IT IS FURTHER AGREED THAT NO POLICY SHALL EXPIRE, BE CANCELED OR MATERIALLY CHANGED TO AFFECT THE COVERAGE AVAILABLE TO THE STATE WITHOUT THIRTY (30) DAYS WRITTEN NOTICE TO THE STATE. THIS CETIFICATE IS NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY.
---	---

<b>NAME AND ADDRESS OF CERTIFICATE HODER</b>	<b>DATE ISSUED</b> _____ _____ <b>AUTHORIZED REPRESENTATIVE</b>
--	---

**Proposal Checklist**

Please check the following items to ensure they are included with your proposal submittal:

- Signed Offer and Acceptance
- Offerors detailed plan to perform services as identified in the Scope of Work
- Certificate of Insurance
- Signed Attachment #1, Rules for Non-Employees
- Attachment #2, Proposed Commission Rate
- Attachment #3, Management Criteria
- Attachment #4, Inmate Phone Locations
- Attachment #5, Current Inmate Capacity and Phone Types
- Attachment #6, Current Call Rates
- Attachment #7, Prison Site Visit Schedule
- Attachment #8, Phone Availability Information
- Attachment #9, Deviations and Exceptions Form
- Attachment #10, Confidentiality/Proprietary Submittals Form
- Bid Bond
- Performance/Payment Bonds, form 302 and 303

**Note:** Attention of the Offerors is called to the Insurance Requirements (see Special Terms and Conditions, Page 11, Paragraph 1.25).

**RULES FOR NON-EMPLOYEES OF THE DEPARTMENT OF  
CORRECTIONS IN ARIZONA STATE PRISON COMPLEXES**

**POLICY STATEMENT:**

While the institution recognizes the need of non-staff personnel to have in their possession certain personal items, limits are necessary for the security and safe operation of the institution.

**PROCEDURES:**

All persons entering the institution are subject to search prior to entry and while on the grounds of the institution. All non-staff personnel will, at all times, remain in their authorized area under the direction of the project coordinator.

1. Persons are allowed the materials necessary for the performance of their duties.
2. All non-staff personnel may have in their possession the following:
  - A. A wallet with normal contents, e.g.,
    - 1) Photos and personal papers.
    - 2) Currency not to exceed \$20.00 (Twenty Dollars). Excess will be reported to the shift commander prior to entry.
    - 3) No credit cards or checkbooks are allowed.
  - B. Handkerchief and comb.
  - C. Tobacco products and smoking apparatus for normal daily use.
  - D. Keys as necessary (auto and home).
  - E. Fingernail clipper.
  - F. Confectionary items (gum, candy, etc.)
  - G. Watch and rings.
4. All persons are prohibited from introducing medication drugs into the institution grounds unless such a medication has been properly prescribed by a licensed physician and is in the original prescription container.

- A. Medications of a stimulate nature, i.e., Dexedrine, Preludins, Tenuate or any other appetite suppressant or any hypnotic-type drug, are specifically prohibited on institution property. Persons who are taking this type of medication prior to coming to the institution will report this fact to the Shift Commander, prior to reporting to their authorized area.
- B. Persons taking medications of the tranquilizer class, i.e., Valium, Librium, Miltown or any of the anti-depressant class, i.e., Sinequan, Triavil, Elavil or any mood modifying drug of any type; Pain medications i.e., Percodan, Percocet, hydrocodone (Vicodin), Tylenol with codeine, propoxphene, etc., will report this fact to the Shift Commander prior to going to their authorized area. Possession of these types of drugs on prison grounds will be limited to that amount necessary during one eight hour shift.
- C. Personnel taking any other class of medication i.e., antihistamines, antihypertensives, anticholingerics, etc., are limited in the introduction of only such amount of medication as will be required during the period of one eight hour shift, and this fact will be reported to the Shift Commander.
- 1) Any deviation from this policy must be cleared with the Warden of the unit. Persons violating this policy may subject themselves to eviction from institution property and/or prosecution.

NOTE:

If anyone loses or has stolen any personal items in his possession, the institution will attempt to retrieve the items, but cannot guarantee the return thereof nor provide reimbursement.

The following Arizona Revised Statutes dealing with inmate and non-staff member relationships require your strict adherence at all times during your stay at the Arizona State Department of Corrections.

Interest of employee and non-employee in contracts, gifts to or for inmates: penalty

1. No non-staff member shall be interested in any contract or purchase made by anyone for or on behalf of the prison, or receive, directly or indirectly, compensation for his services other than prescribed by the administrator of the institution, nor shall he receive any compensation whatever for any act or services he performs for or on behalf of a contractor, or any agent or employee of a contractor.
2. No non-staff personnel, without permission of the administrator shall make a gift or present to or receive a gift from an inmate, or barter or deal with an inmate.
3. Any person violating this section shall be discharged from office or service, and every contractor, or employee or agent of a contractor, shall not be permitted to act or serve again as such contractor, agent or employee.

Unauthorized communication with inmates: penalty

A person not authorized by law who, without the permission of the officer in charge of the state prison, communicates with a person imprisoned or detained therein, or who takes any letter, writing, literature or reading matter to or from a person imprisoned or detained therein, is guilty of a misdemeanor.

-----  
**Signature**

-----  
**Date**

Proposed Commission Rate

Commission Rate: \_\_\_\_\_

Total Calls for 2013	# of Calls	Minutes	Surcharge	Per Minute Rate	15 minute Call Cost	Total Costs
<i>Collect</i>						
Local:	831,716	11,517,610	\$1.84	\$0.00	\$1.84	\$1,530,357.44
InterLATA:	282,946	3,834,793	\$2.00	\$0.20	\$5.00	\$1,414,730.00
IntraLATA:	450,417	6,137,150	\$2.40	\$0.24	\$6.00	\$2,702,502.00
Interstate:	98,002	1,285,524	\$0.00	\$0.25	\$3.75	\$367,507.50
International:	27	404	N/A	N/A	N/A	
<b>\$6,015,096.94</b>						
<i>PrePaid/Debit</i>						
Local:	415,886	5,767,033	\$1.60	\$0.00	\$1.60	\$665,417.60
InterLATA:	82,699	972,957	\$1.60	\$0.20	\$4.60	\$380,415.40
IntraLATA:	158,737	1,948,032	\$2.00	\$0.24	\$5.60	\$888,927.20
Interstate:	32,998	368,816	\$0.00	\$0.21	\$3.15	\$103,943.70
International:	14,581	166,466	\$2.00	\$0.40	\$8.00	\$116,648.00
						<b>\$2,155,351.90</b>
<b>Total Costs:</b>						<b>\$8,170,448.84</b>

**MANAGEMENT CRITERIA**

The Department is in the process of reconfiguring the inmate Security Levels to encourage and reward inmate good behavior. The Security Levels previously used were designated as 1 through 5, with 5 representing the highest level of security. The inmate will be limited to a call list of ten (10) individual telephone numbers they are authorized to call, referred to as the **10 list**. The charts below show the Security Levels in relation to each other and the various phased inmate phone privileges. The Previous column identifies the previous authorized inmate phone limit. With this new rating scheme and the prepaid capability of the new inmate phone system it is anticipated that, over time the minutes of use will increase from the current usage figures.

With good behavior inmates can increase their privileges within each security level in phases as illustrated below: The previous column represents the previous inmate phone limit using 1-5 Security levels.

The following tables will be modified over time and the Contractors system must be flexible enough to handle future changes.

**MAXIMUM**

Privilege	Phase I	Phase II	Phase III	Previous
<i>Inmate Phones</i>	One-15 min Call per Week	One-15 min Call per Week	One-15 min Call per Week	One-5 min Call per Week

**MEDIUM**

Privilege	Phase I	Phase II	Phase III	Previous
<i>Inmate Phones</i>	One-15 min Call per Day	Two-15 min Calls per Day	Five-15 min Calls per Day	Four-15 min Calls per Week

**MINIMUM**

Privilege	Phase I	Phase II	Phase III	Previous
<i>Inmate Phones</i>	One-15 min Call per Day	Two-15 min Calls per Day	Unlimited Calls per Week	Two-15 min Calls per Week

**CLOSE**

Privilege	Phase I	Phase II	Phase III	Previous
<i>Inmate Phones</i>	One-15 min Call per Day	Two-15 min Calls per Day	Four-15 min Calls per Day	Three-15 min Calls per Week

**DEATH ROW**

Privilege	Phase I	Phase II	Phase III	Previous
<i>Inmate Phones</i>	One-15 min Call per Week	Two-15 min Calls per Week	Three-15 min Calls per Week	Two-10 min Calls per Week

**MANAGEMENT CRITERIA**

*Note: Inmates will all start at Phase I, & at each evaluation period, with good behavior they will be moved to the next phase.*

*Phase I – Evaluation Period is 60 days*

*Phase II – Evaluation Period is 120 days*

*Phase III – Has no Evaluation Period*

<b>Inmate Phone Locations</b>	
<b>Location</b>	<b>Physical Address</b>
<b>State Prisons</b>	
ASPC-Phoenix	2500 E. Van Buren Street, Phoenix, AZ 85008
ASP-Globe	Int. Hwys 60 & 70 Globe, AZ 85502(Behind Fairgrounds)
ASPC-Florence	1305 E. Butte Ave, Florence, AZ 85232
ASPC-Eyman	5180 E. Old Florence Kelvin Hwy, Florence, AZ 85232
ASPC-Perryville	2014 N. Citrus Rd, Goodyear, AZ 85338
ASPC-Winslow	2100 S. State Hwy 87, Winslow, AZ 86047
ASP-Apache	38322 U.S. Hwy 180, St. Johns, AZ 85936
ASPC-Yuma	7125 East Juan Sanchez Boulevard, San Luis, AZ 85349
ASPC-Lewis	26700 S. Hwy 85, Buckeye, AZ 85326
ASPC-Safford	896 S. Cook Rd, Safford, AZ 85546
ASP-Ft Grant	Spur Rt 266 & Curtis Pkwy, Ft Grant, AZ 85643
ASPC-Douglas	6911 N. BDI Blvd, Douglas, AZ 85607
ASP-Papago	25 W. 16th St, Douglas, AZ 85608
ASPC-Tucson	10000 S. Wilmot Rd, Tucson, AZ 85734
<b>Privatized Prisons</b>	
Florence West	915 E. Division Dam Rd, Florence, AZ 85232
Marana	12610 W. Silverbell Rd, Marana, AZ 85653
Phoenix West	3402 W. Cocopah, Phoenix, AZ 85009
Kingman	4626 W. English Dr., Golden Valley, AZ
CACF	1401 E Diversion Dam Rd, Florence, AZ 85132
RED ROCK	1750 E. Arica Rode, Eloy, AZ 85131



CURRENT INMATE CAPACITY AND PHONE TYPE

Complex/Unit	Inmate Capacity	Custody Level	# of Inmate Phones	Type of Phone			
				Pedestal	Wall Mount	Wireless	Other*
<b>ASPC-Phoenix (Entry Point)</b>	<b>725</b>		<b>22</b>		<b>16</b>	<b>0</b>	<b>6</b>
Reception	336	Maximum					
Inmate Worker	55	Minimum					
B-Ward	48	Maximum					
Q-Ward	7	Maximum					
Flamenco-M-Ida, John	72	Close					
Flamenco King Ward	35	Maximum					
Flamenco-F	22	Close					
Aspen/SPU	150	Medium/Minimum					
<b>ASPC-Florence</b>	<b>4259</b>		<b>94</b>	<b>71</b>	<b>2</b>	<b>6</b>	<b>15</b>
Central Unit	988	Maximum					
East Unit	680	Medium					
North Unit	1096	Minimum					
South Unit	965	Medium					
Kasson MH	72	Maximum					
Kasson Detention	64	Maximum					
Central Unit Medical	57	Maximum					
Globe Unit	302	Minimum	<b>25</b>	<b>23</b>	<b>1</b>	<b>1</b>	
Globe Detention	9	Maximum					
Tempe St. Lukes	26	all					
<b>ASPC-Eyman</b>	<b>5527</b>		<b>137</b>	<b>54</b>	<b>32</b>	<b>44</b>	<b>7</b>
Cook Unit	*1303	Medium					
Meadows Unit	1216	Medium					
Meadows Detention	80	Maximum					
Rynning Unit	400	Close					
Rynning Unit	400	Medium					
Rynning Unit	80	Maximum					
SMU I	1160	Maximum					
Browning	888	Maximum					
<b>ASPC-Perryville</b>	<b>4332</b>		<b>151</b>	<b>136</b>	<b>4</b>		<b>11</b>
Perryville IPC	7	All					
Complex Detention	42	Maximum					
Santa Cruz Unit	770	Medium					
Lumley Unit	480	Close					
Lumley Unit	288	Maximum					

**CURRENT INMATE CAPACITY AND PHONE TYPE**

Minors Unit	25	All Levels					
San Pedro Unit	434	Minimum					
Santa Maria	386	Medium					
Piestewa Unit	260	Minimum					
Santa Rosa Unit	390	Minimum					
San Carlos Unit	1250	Minimum					
<b>ASPC-Winslow</b>	<b>1893</b>		<b>58</b>	<b>19</b>	<b>36</b>	<b>0</b>	<b>3</b>
Coronado Unit	628	Minimum					
Kaibab Unit	400	Close					
Kaibab Unit	400	Medium					
ASP-Apache	414	Minimum	<b>9</b>	<b>8</b>			<b>1</b>
CDU	39	Maximum					
ADU	12	Maximum					
<b>ASPC-Yuma</b>	<b>4605</b>		<b>155</b>	<b>129</b>	<b>18</b>	<b>3</b>	<b>5</b>
Cheyenne Unit	*800	Medium					
Cheyenne Detention	79	Maximum					
Cocopah Unit	330	Minimum					
Dakota Unit	816	Close					
Dakota Detention	80	Maximum					
La Paz	1250	Minimum					
Cibola Unit	1250	Medium					
<b>ASPC-Lewis</b>	<b>5631</b>		<b>249</b>	<b>96</b>	<b>144</b>	<b>1</b>	<b>8</b>
Bachman Unit	376	Minimum					
Bachman Unit	376	Medium					
Bachman Detention Unit	80	Maximum					
Barchey Unit	1100	Medium					
Morey Unit	816	Close					
Morey Detention Unit	80	Maximum					
Stiner Unit	1100	Medium					
Stiner Detention Unit	70	Maximum					
Buckley Unit	816	Close					
Rast Unit	356	Close					
Rast Unit	48	Maximum					
Sunrise Unit	100	Minimum					
Eagle point Unit	300	Minimum					
Lewis Medical	13	all					
<b>ASPC-Safford</b>	<b>1824</b>		<b>22</b>	<b>19</b>	<b>0</b>	<b>1</b>	<b>2</b>
Graham Unit	711	Minimum					
Tonto Unit	310	Medium					
Tonto Detention	6	Maximum					

**CURRENT INMATE CAPACITY AND PHONE TYPE**

ASP-Ft Grant	748	Minimum	19	16		1	2
Miles Detention	49	Maximum					
<b>ASPC-Douglas</b>	<b>2431</b>		<b>75</b>	<b>68</b>	<b>0</b>	<b>3</b>	<b>4</b>
Gila Unit	835	Minimum					
Mohave Unit	927	Medium					
Eggars Unit	240	Minimum					
ASP-Papago	340	Minimum	8	8			1
Cochise Detention	89	Maximum					
<b>ASPC-Tucson</b>	<b>5459</b>		<b>205</b>	<b>109</b>	<b>86</b>	<b>2</b>	<b>8</b>
Cimarron Unit	288	Close					
Cimarron Unit	384	Medium					
Cimarron Detention	96	Maximum					
Manzanita Unit	533	Medium					
Manzanita Detention	23	Maximum					
Rincon Unit	719	Close					
Minors Unit	198	Mixed 4/5					
Santa Rita Unit	768	Medium					
Winchester Unit	736	Medium					
Winchester Detention	24	Maximum					
Catalina Unit	360	Minimum					
Whetstone CDU	1250 80	Minimum Maximum					
<b>Privatized Prisons</b>	<b>7340</b>						
Florence West	750	Minimum	52		50	1	1
Florence West Detention	25	Maximum					
Marana	500	Minimum	43		42		1
Marana Detention	8	Maximum					
Phoenix West	500	Minimum	26		25		1
Phoenix West Detention	20	Maximum					
Kingman	2000	Minimum	212	18	192		2
Kingman	1508	Medium					
Kingman Detention	153	Maximum					
CACF	1280	Medium	84		82	1	1
CACF Detention	40	Maximum					
Redrock	500	Medium	178	48	109		21
Redrock Detention	56	Maximum					
	<b>44026</b>						

**\*Key to OTHER phones**

Apache – VB Wall Mount Enrollment Phone

CACF – VB Wall Mount Enrollment Phone

Douglas – VB Wall Mount Enrollment Phone

**CURRENT INMATE CAPACITY AND PHONE TYPE**

Eyman – VB Wall Mount Enrollment Phone,  
VB Ped Mount Enrollment Phone  
Florence -VB Wall Mount Enrollment Phone,  
VB Ped Mount Enrollment Phone  
Florence West - VB Wall Mount Enrollment Phone  
VB Cordless

Ft Grant - VB Wall Mount Enrollment Phone  
VB Cordless

Globe - VB Ped Mount Enrollment Phone  
Kingman - VB Wall Mount Enrollment Phone  
Marana - VB Wall Mount Enrollment Phone  
Douglas- VB Wall Mount Enrollment Phone  
Perryville- VB Wall Mount Enrollment Phone  
Phoenix - VB Wall Mount Enrollment Phone  
Phoenix West - VB Wall Mount Enrollment Phone  
Safford- VB Wall Mount Enrollment Phone  
Lewis- VB Wall Mount Enrollment Phone  
Tucson- VB Wall Mount Enrollment Phone  
Winslow- VB Wall Mount Enrollment Phone  
Yuma- VB Wall Mount Enrollment Phone  
CCA Red Rock- VB Wall Mount Enrollment Phone  
Cart phones  
Visitation Phones

**Key to Custody Levels**

1 = Minimum  
2 = Minimum  
3 = Medium  
4 = Close  
5 = Maximum

**CURRENT CALL RATES**

**Inmate Phone Rates as of February 28, 2014**

*InterLATA calls are placed within a LATA (Local Access Transport Area) and received in a different LATA. These calls are carried by a long distance company and are a type of a Long Distance call.*

*Interstate refers to between states (crossing a state line).*

*A Local Call is any call within the local service area of the calling phone.*

*IntraLATA calls represent Telecommunications services that originate and end in the same Local Access and Transport Area (LATA).*

*International calls are provided by carriers that provide connections between a customer located in World Zone 1 and a customer located outside of World Zone 1. World Zone 1 is generally identified as the North American Numbering Plan, (United States of America). This type of call must pass through an International Switching Carrier (ISC), which is an exchange whose function is to switch telecommunications traffic between national network and the networks of other countries. Also known as an international gateway.*

**Note:** A LATA is defined as one of 161 local geographical areas in the US within which a local telephone company may offer telecommunications services – local or long distance. AT&T is expressly prohibited from offering intraLATA calls by the terms of the Divestiture. Other competitors, such as MCI and Sprint, are not, though rules vary by state, according to state regulation. The State of Arizona has a LATA boundary just north of Marana.

Call Type:	Surcharge	Rate/Minute	Total Cost of 15 minute call
<b>Collect</b>			
Local	\$1.84	\$0.00	\$1.84
IntraLATA	\$2.00	\$0.20	\$5.00
InterLATA	\$2.40	\$0.24	\$6.00
Interstate	\$0.00	\$0.25	\$3.75
International	N/A	N/A	N/A

<b>PrePaid</b>			
Local	\$1.60	\$0.00	\$1.60
IntraLATA	\$1.60	\$0.20	\$4.60
InterLATA	\$2.00	\$0.24	\$5.60
Interstate	\$0.00	\$0.21	\$3.15
International	\$2.00	\$0.40	\$8.00

<b>Debit (Inmate Paid when available)</b>			
Local	\$1.60	\$0.00	\$1.60
IntraLATA	\$1.60	\$0.20	\$4.60
InterLATA	\$2.00	\$0.24	\$5.60
Interstate	\$0.00	\$0.21	\$3.15
International	\$2.00	\$0.40	\$8.00

**PRISON SITE VISIT SCHEDULE**

<b><i>Date/Time</i></b>	<b><i>Description</i></b>
<b>April 1, 2014</b>	
0800-1200	Review ASPC-Florence Inmate Phone Setup
1200-1300	Lunch
1300-1500	Review ASPC-Florence Inmate Phone Setup
1500-1700	Review Florence West (Privatized) Inmate Phone Setup
1700	Suggested Overnight in Florence if applicable
<b>April 2, 2014</b>	
0800-1200	Review ASPC-Eyman Inmate Phone Setup
1200-1300	Lunch
1300-1500	Review ASPC-Eyman Inmate Phone Setup
1500-1700	Review Red Rock Inmate Phone Setup
	Suggested Overnight in Florence if applicable
<b>April 3, 2014</b>	
0800-1000	Review Marana (Privatized) Inmate Phone Setup
1000-1200	Travel to Tucson and Lunch
1200-1600	Review ASPC-Tucson Inmate Phone Setup
1600-1800	Travel to Douglas
1800	Suggested Overnight in Douglas if applicable
<b>April 8, 2014</b>	
0800-1200	Review ASPC-Douglas Inmate Phone Setup
1200-1300	Lunch
1300-1430	Review ASPC-Douglas Inmate Phone Setup
1430-1500	Travel to ASP-Papago
1500-1600	Review ASP-Papago Inmate Phone Setup
<b>April 9, 2014</b>	
1000-1200	Review ASPC-Safford Inmate Phone Setup
1200-1300	Lunch
1300-1500	Review ASPC-Safford Inmate Phone Setup
1500-1600	Travel to ASP-Ft Grant
1600-1700	Review ASP-Ft Grant Inmate Phone Setup
1700	Suggested Overnight in Safford if applicable
<b>April 10, 2014</b>	
0800-900	Review ASP-Globe Inmate Phone Setup
0900-1200	Travel to Springerville Area
1200-1300	Lunch
1300-1400	Travel to Springerville Area
1400-1500	Review ASP-Apache Inmate Phone Setup
1500-1700	Travel to Winslow Area
1700	Suggested Overnight in Winslow if applicable

**PRISON SITE VISIT SCHEDULE**

<b>April 15, 2014</b>	<b><i>Description</i></b>
0800-1200	Review ASPC-Winslow Inmate Phone Setup
1200-1300	Lunch
1300-1700	Travel to Kingman Area
1700	Suggested Overnight in Kingman if applicable

<b>April 16, 2014</b>	<b><i>Description</i></b>
0800-1000	Review Kingman (Privatized) Inmate Phone Setup
1000-1200	Travel to Wickenburg Area
1200-1300	Lunch
1300-1500	Travel to Phoenix West Area
1500-1700	Review Phoenix West (Privatized) Inmate Phone Setup
1700	Suggested Overnight in Phoenix if applicable

<b>April 17, 2014</b>	<b><i>Description</i></b>
0800-1000	Review ASPC-Phoenix Inmate Phone Setup
1000-1100	Brunch
1100-1200	Travel to Perryville Area
1200-1700	Review ASPC-Perryville Inmate Phone Setup
1700	Suggested Overnight in Phoenix if applicable

<b>April 22, 2014</b>	<b><i>Description</i></b>
0800-1200	Review ASPC-Lewis Inmate Phone Setup
1200-1300	Lunch
1300-1600	Review ASPC-Lewis Inmate Phone Setup
1600-1900	Travel to Yuma Area
1900	Suggested Overnight in Yuma if applicable

<b>April 23, 2014</b>	<b><i>Description</i></b>
0800-1200	Review ASPC-Yuma Inmate Phone Setup
1200	Site Visits Completed

PHONE AVAILABILITY INFORMATION

<i>Complex/Unit</i>	<i>Custody Level</i>	<i>Times Available</i>
<i>ASPC-Phoenix</i>		
<i>Reception</i>	<i>Maximum</i>	<i>(No Calls @ Any Time)</i>
<i>Inmate Worker</i>	<i>Minimum</i>	<i>(7:00AM – 8:00PM)</i>
<i>B-Ward</i>	<i>Maximum</i>	<i>(24 hour)</i>
<i>Q-Ward</i>	<i>Maximum</i>	<i>(No Calls @ Any Time)</i>
<i>Flaminco-M (I, G, J)</i>	<i>Close</i>	<i>(7:00AM – 10:00PM)</i>
<i>Flamenco-F (K)</i>	<i>maximum</i>	<i>(7:00AM – 10:00PM)</i>
<i>Aspen/SPU</i>	<i>Medium</i>	<i>(7:00AM – 8:00PM)</i>
<i>ASPC-Florence</i>		
<i>Central Unit</i>	<i>Maximum</i>	<i>(24 hour)</i>
<i>East Unit</i>	<i>Medium</i>	<i>(7:00AM – 8:00PM)</i>
<i>North Unit</i>	<i>Minimum</i>	<i>(7:00AM – 8:00PM)</i>
<i>South Unit</i>	<i>Medium</i>	<i>(7:00AM – 8:00PM)</i>
<i>Kasson</i>	<i>Maximum</i>	<i>(24 hour)</i>
<i>Globe</i>	<i>Minimum</i>	<i>(7:00AM – 8:00PM)</i>
<i>Central Unit Medical</i>	<i>all</i>	
<i>Tempe St. Lukes</i>	<i>all</i>	
<i>ASPC-Eyman</i>		
<i>Cook Unit</i>	<i>Medium</i>	<i>(7:00AM – 8:00PM)</i>
<i>Meadows Unit</i>	<i>Medium</i>	<i>(7:00AM – 8:00PM)</i>
<i>Rynning Unit</i>	<i>Close</i>	<i>(7:00AM – 10:00PM)</i>
<i>Rynning Unit</i>	<i>Maximum</i>	<i>(24 hour)</i>
<i>Rynning Unit</i>	<i>Medium</i>	
<i>SMU I</i>	<i>Maximum</i>	<i>(24 hour)</i>



PHONE AVAILABILITY INFORMATION

<i>Browning Unit</i>	<i>Maximum</i>	<i>(24 hour)</i>
<i>ASPC-Perryville</i>		
<i>Complex IPC</i>	<i>Maximum</i>	<i>(No Calls @ Any Time )</i>
<i>Complex Detention</i>	<i>maximum</i>	<i>(7:00AM – 8:00PM)</i>
<i>Santa Cruz Unit</i>	<i>Medium</i>	<i>(7:00AM – 8:00PM)</i>
<i>Lumley Unit</i>	<i>Maximum</i>	<i>(24 hour)</i>
<i>Lumley Unit</i>	<i>Close</i>	
<i>Minors Unit</i>	<i>All</i>	<i>(No Calls @ Any Time )</i>
<i>San Pedro Unit</i>	<i>Minimum</i>	<i>(7:00AM – 8:00PM)</i>
<i>Santa Maria Unit</i>	<i>Medium</i>	<i>(7:00AM – 8:00PM)</i>
<i>Piestewa Unit</i>	<i>Minimum</i>	<i>(7:00AM – 8:00PM)</i>
<i>Santa Rosa Unit</i>	<i>Minimum</i>	<i>(7:00AM – 8:00PM)</i>
<i>San Carlos</i>	<i>Minimum</i>	
<i>ASPC-Winslow</i>		
<i>Coronado Unit</i>	<i>Minimum</i>	<i>(7:00AM – 8:00PM)</i>
<i>Kaibab Unit</i>	<i>Close</i>	<i>(7:00AM – 10:00PM)</i>
<i>Kaibab Unit</i>	<i>Medium</i>	
<i>ASP-Apache</i>	<i>Minimum</i>	<i>(7:00AM – 8:00PM)</i>
<i>CDU</i>	<i>Maximum</i>	<i>(24 hour)</i>
<i>ADU</i>	<i>Maximum</i>	<i>(24 hour)</i>
<i>ASPC-Yuma</i>		
<i>Cheyenne Unit</i>	<i>Medium</i>	<i>(7:00AM – 8:00PM)</i>
<i>Cocopah Unit</i>	<i>Minimum</i>	<i>(7:00AM – 8:00PM)</i>
<i>Dakota Unit</i>	<i>Close</i>	<i>(7:00AM – 10:00PM)</i>
<i>Dakota Detention</i>	<i>Maximum</i>	

**PHONE AVAILABILITY INFORMATION**

<i>Cheyenne Detention</i>	<i>Maximum</i>	
<i>Cibola Unit</i>	<i>Medium</i>	
<i>La Paz Unit</i>	<i>Minimum</i>	
<i>ASPC-Lewis</i>		
<i>Bachman Unit</i>	<i>Minimum</i>	<i>(7:00AM – 8:00PM)</i>
<i>Bachman Unit</i>	<i>Medium</i>	
<i>Bachman Detention Unit</i>	<i>Maximum</i>	<i>(24 hour)</i>
<i>Barchey Unit</i>	<i>Medium</i>	<i>(7:00AM – 8:00PM)</i>
<i>Morey Unit</i>	<i>Close</i>	<i>(7:00AM – 10:00PM)</i>
<i>Morey Detention Unit</i>	<i>Maximum</i>	<i>(24 hour)</i>
<i>Stiner Unit</i>	<i>Medium</i>	<i>(7:00AM – 8:00PM)</i>
<i>Stiner Detention Unit</i>	<i>Maximum</i>	<i>(24 hour)</i>
<i>Buckley Unit</i>	<i>Close</i>	<i>(7:00AM – 10:00PM)</i>
<i>Rast Unit</i>	<i>Maximum</i>	<i>(24 hour)</i>
<i>Rast Unit</i>	<i>Close</i>	
<i>Sunrise</i>	<i>minimum</i>	
<i>Lewis medical</i>	<i>All</i>	
<i>Eaglepoint</i>	<i>minimum</i>	
<i>ASPC-Safford</i>		
<i>Graham Unit</i>	<i>Minimum</i>	<i>(7:00AM – 8:00PM)</i>
<i>Tonto Unit</i>	<i>Medium</i>	<i>(7:00AM – 8:00PM)</i>
<i>ASP-Ft Grant</i>	<i>Minimum</i>	<i>(7:00AM – 8:00PM)</i>
<i>Miles Detention</i>	<i>Maximum</i>	
<i>Tonto Detention</i>	<i>Maximum</i>	
<i>ASPC-Douglas</i>		

**PHONE AVAILABILITY INFORMATION**

<i>CACF</i>	<i>Medium</i>	

Note all private prisons have detention units which would be considered maximum custody.

*Note: These are general usage times, inmates can request a phone call privilege under special conditions at other times.*

**DEVIATIONS AND EXCEPTIONS FORM**

Offerors shall indicate any and all exceptions taken to the provisions or specification in this solicitation document. Unallowable or questionable deviations and exceptions may cause your offer to be non-responsive. Deviations and exceptions noted elsewhere in your offer, and not specified on this form, will be considered void and not part of your offer.

**Exceptions (check one):**

<input type="checkbox"/>	No exceptions. The Undersigned hereby acknowledges that there are no deviations/exceptions to this solicitation.
--------------------------	--

<input type="checkbox"/>	Exceptions are taken
--------------------------	----------------------

**Describe exceptions taken (attach additional pages if needed):**

**CONFIDENTIAL/PROPRIETARY SUBMITTALS FORM**

**Confidential/Proprietary Submittals (Check one):**

**No confidential/proprietary materials have been included with this offer**

**Confidential/Proprietary materials are included. Offerors should identify below any portion of their offer deemed confidential or proprietary (see Uniform Terms and Conditions, paragraph 1.23). Identification in this section does not guarantee that disclosure will be prevented but that the item will be subject to review by the Offeror and the School District prior to any public disclosure. Requests to deem the entire offer or to deem any prices and costs as confidential will not be considered.**

**Identify or describe:**

# SOLICITATION AMENDMENT

ARIZONA  
DEPARTMENT OF CORRECTIONS  
1601 W. JEFFERSON, MAIL CODE 55302  
PROCUREMENT SERVICES  
PHOENIX, ARIZONA 85007

SOLICITATION NO. ADOC14-00003887/14-066-24 AMENDMENT NO. 1 CONTACT: Kristine Yaw

SOLICITATION DUE DATE: May 1, 2014

SIGNED COPY OF THIS AMENDMENT MUST BE RETURNED WITH YOUR BID SOLICITATION.

## RFP NO. ADOC14-00003887/14-066-24 – Inmate Telephone System

The solicitation is amended as follows:

Attachment 7, Prison Site Visit Schedule

From:

*Date/Time*

<b>April 1, 2014</b>	<i>Description</i>
0800-1200	Review ASPC-Florence Inmate Phone Setup
1200-1300	Lunch
1300-1500	Review ASPC-Florence Inmate Phone Setup
1500-1700	Review Florence West (Privatized) Inmate Phone Setup
1700	Suggested Overnight in Florence if applicable

To:

*Date/Time*

<b>April 1, 2014</b>	<i>Description</i>
0800-1200	Review ASPC-Florence Inmate Phone Setup
1200-1300	Lunch
<b>1300-1500</b>	<b>Review CACF Inmate Phone Setup</b>
1500-1700	Review Florence West (Privatized) Inmate Phone Setup
1700	Suggested Overnight in Florence if applicable

**ALL OTHER PROVISIONS OF THE SOLICITATION SHALL REMAIN IN THEIR ENTIRETY**

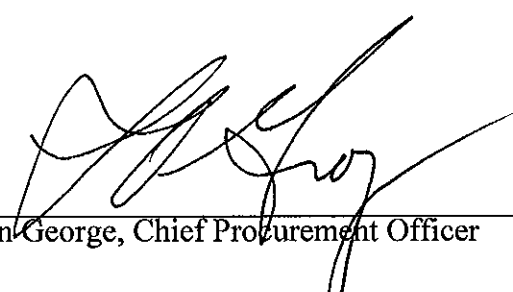
Vendor hereby acknowledges receipt and understanding of above amendment.

The above referenced Solicitation Amendment is hereby executed this 28th day of March, 2014 at Phoenix, Arizona.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Typed Name and Title \_\_\_\_\_

Name of Company \_\_\_\_\_

  
Leon George, Chief Procurement Officer

# SOLICITATION AMENDMENT

ARIZONA  
DEPARTMENT OF CORRECTIONS  
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PHOENIX, ARIZONA 85007

SOLICITATION NO. ADOC14-00003887/14-066-24 AMENDMENT NO. 2 CONTACT: Kristine Yaw

SOLICITATION DUE DATE: May 1, 2014

SIGNED COPY OF THIS AMENDMENT MUST BE RETURNED WITH YOUR BID SOLICITATION.

## RFP NO. ADOC14-00003887/14-066-24 – Inmate Telephone System

The solicitation is amended as follows:

1. The Proposal Due Date is being extended to May 15, 2014 at 3:00 p.m., M.S.T. (Arizona Time)
2. No further questions will be accepted by the Department after May 1, 2014 at 5:00 p.m., M.S.T. (Arizona Time)
3. Questions submitted will be answered in a forthcoming amendment.

### AMEND TO ADD

Section 1, subsection 1.35, Page 16, Special Terms and Conditions:

1.35 Department of Corrections Policy and Procedures

- 1.35.1 The Contractor shall follow all applicable Department Orders (DO's), and Director's Instructions (DI's). Department Orders and Director's Instructions are available on the following web site <http://www.azcorrections.gov>

**ALL OTHER PROVISIONS OF THE SOLICITATION SHALL REMAIN IN THEIR ENTIRETY**

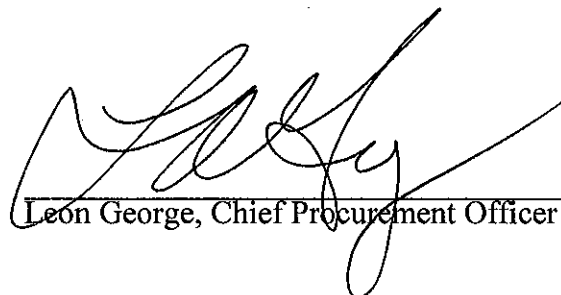
Vendor hereby acknowledges receipt and understanding of above amendment.

The above referenced Solicitation Amendment is hereby executed this 22nd day of April, 2014 at Phoenix, Arizona.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Typed Name and Title

\_\_\_\_\_  
Name of Company

  
\_\_\_\_\_  
Leon George, Chief Procurement Officer

# SOLICITATION AMENDMENT

ARIZONA  
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1601 W. JEFFERSON, MAIL CODE 55302  
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PHOENIX, ARIZONA 85007

SOLICITATION NO. ADOC14-00003887/ADC No. 14-066-24 AMENDMENT NO. 3 Contact: Kristine Yaw

SOLICITATION DUE DATE: May 15, 2014

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## RFP ADOC14-00003887/ADC No.14-066-24 – Inmate Telephone Systems

THIS SOLICITATION IS AMENDED AS FOLLOWS:

The due date for submitting questions is being extended to May 6, 2014 at 5:00 p.m., M.S.T. (Arizona Time)

**CHANGES IN REQUIREMENTS THAT WILL FORMALLY CHANGE THE RFP REQUIREMENTS WILL BE SHOWN AT THE BEGINNING OF THIS AMENDMENT.**

**Amend to change:**

Scope of Work, Page 18, Paragraph 2.4.3.6

**From:**

The Contractor must provide a Centralized System Database that is located at a Contractor provided site and provide full database redundancy for the System at the Central Office facility.

**To:**

The Contractor must provide a Centralized System Database that is located at a Contractor provided site and provide full database redundancy for the System.

### Questions submitted on April 9, 2014 from CenturyLink

**Question 1:** Page 6 – 1.10.7.1. Hard-copies - Would the Department provide a contact telephone number for the transmittal document for overnight mail?

**Answer:** Procurement Services, (602) 542-1172

**Question 2:** Page 10 – 1.21 Evaluation & Page 55 – Cost and Commission Requirements - Commission offers are tied directly to calling rates and transaction fees (e.g. billing statement fees), and are often artificially inflated by charging high rates/fees at the expense of inmates and family members. In addition, transaction fees are not currently regulated by federal or state regulators. • Just to confirm, are the current calling rates stated in Attachment #6 required to be implemented by the successful bidder (absent any future change in regulation)? • If not, will the State please fix both fees and rates or provide evaluation criteria for bidders to propose both? • If yes, in order to ensure a more level playing field will the State either (1) set allowable transaction fees (e.g. at the levels of the current provider) or (2) provide evaluation criteria for and require bidders to propose transaction/ancillary fees? a) For clarity, in requiring bidders to detail additional billing fees and policies would the State consider a fee reporting response based on the following criterion: I. Amount II. Applicable to Collect, PrePaid Collect, Direct Billed and/or Debit? III. Applicable to Local, Intralata, Interlata, or Interstate for each of the following categories: i. Prepaid Account Set up Fee ii. Prepaid Account Funding Fee by Internet iii. Prepaid Account Funding Fee by Telephone iv. Prepaid Account Funding Fee by Interactive Voice Response (IVR)



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SOLICITATION NO. ADOC14-00003887/ADC No. 14-066-24 AMENDMENT NO. 3 Contact: Kristine Yaw

SOLICITATION DUE DATE: May 15, 2014

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system v. Prepaid Account Funding Fee by Western Union, MoneyGram, or other cash method vi. Minimum Account Funding Amount vii. Refund Fee viii. Account Maintenance Fee ix. Inactive Account Fee x. Regulatory Cost Recovery Fee xi. Bill Statement Fee xii. Other. Describe any other fees that are not covered above.

**Answer:** The calling rates are specified in Attachment #6. No transaction fees, ancillary fees, billing fees, nor any other types of fees are allowed. The only charges allowed are the surcharges and per minute fees listed in Attachment #6.

**Question 3:** Page 17 – 2.2 – General Background - Just to confirm, will this contract include the six privatized prisons? Also, do the data in 2.2.2 and Attachment #2 include the privatized prisons?

**Answer:** Yes.

**Question 4:** Page 18 – 2.3 – Commission - Is the Department's current vendor paying commissions at the contracted rate on all calls, including interstate?

**Answer:** Yes current contractor is paying commissions at the contract rate on all calls. Effective February 11, 2014 commissions are not being paid on Interstate calls.

**Question 5:** Page 18 – 2.3 – Commission - Regarding the FCC's Recent Order 13-113 – this Order, without question, does NOT prohibit payment of commissions on interstate calls. Also, rules regarding future cost-based regulation (including consideration of commissions in rate-setting) have been stayed by the DC Circuit Court of Appeals, leaving only the "hard cap" rates in place. This is why many providers have continued to pay commissions on interstate calling in compliance with their contracts. Unfortunately, others have unilaterally declared they "can not" pay commissions on any interstate calls. If a bidder claims they can not pay commissions on interstate calls, they are able to bid higher commission percentages since (1) commissions only apply to some, not all, calls and (2) they may take additional steps to encourage called parties to use interstate phone numbers and divert calls away from commissionable revenue. This would obviously pose a major unfair advantage in the bidding. Question: To ensure a level playing field, will the State clearly state whether bidders must pay commission on interstate calling under the new contract (absent any other future changes in regulation)? Unfortunately, just taking the stance that bidders must comply with regulation will not resolve this major issue, since no current regulation addresses commissions.

**Answer:** The FCC currently prohibits commissions on interstate calls. If not prohibited by FCC in the future offerors shall provide commission on all calls to include interstate calls.

**Question 6:** Page 39 – 2.4.17.4 - Online chat is typically provided as a cheaper, lower-service-standard option to directly handling customer inquiries by phone. Test calls into certain providers' call centers will demonstrate their strategy of avoiding access to live representatives by phone. Question: Will ADOC allow bidders to comply with this requirement by providing access to live operators with (1) simple "press throughs" to reach a live operator and (2) committed service levels for an average speed of answer of 90 seconds or less? This would provide even better service levels to ADOC end-users.

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**Answer: Yes.**

**Question 7:** Page 39 – 2.4.17.10 - Text payment services have hefty third party fees that are passed on to the end-user but typically not reported to the Facility. This is why most providers do not currently offer these services. a. Will ADOC consider making this provision simply a “desired” feature? b. Will ADOC ensure that any fees imposed by third parties must be disclosed by bidders and evaluated in the scoring?

**Answer: The Department will allow text payment services. No transaction or any other types of fees are allowed. The only charges allowed are the surcharges and per minute fees listed in Attachment #6.**

**Question 8:** Page 41 – 2.4.19 - Response to Maintenance Calls - How many site administrators and technicians does the existing vendor utilize to service the account today? Would the State also provide their home base locations?

**Answer: The current contractor has 3 administrators/technicians. They are located in Yuma, Lewis and Perryville. The offeror is responsible to provide sufficient number of administrators/technicians to provide service in a satisfactory matter.**

**Question 9:** Page 49 – 2.6.8.2 References and Experience - In order to provide a more full view of providers' ongoing compliance with contracts and regulatory rules, will the State also require disclosure of any instances in the past 5 years where: a. the provider has charged end-users costs (calling rates, prepaid account funding fees, account maintenance fees, regulatory “cost recovery” fees, etc.) that were not in compliance with their contract at a correctional facility? b. a served correctional facility has made a claim of breach of contract, e.g. for failure to pay commissions due? c. a regulatory agency has cited the provider or a provider's practice as being inconsistent with filed tariffs or that agency's regulatory rules – e.g. “cease and desist” letters, orders to appear in regulatory dispute hearings, etc.

**Answer: Section 2.6.8.2 References and Experience shall remain as written in the RFP.**

**Question 10:** Solicitation Attachments #2 and #3 – Calling Revenue and Management Criteria - In order to provide the best financial offer to the State bidders must understand the most recent calling volume as well as changes in inmates' access to telephones: a) Would ADOC please provide data in format similar to Attachment #2 for February and March 2014, so that we may understand the impact from implementation of FCC interstate rates? b) Would ADOC also please provide more detail on the Department's process of reconfiguring Security Levels and access to telephones? - Did any of these changes begin in 2013? If so how many classifications or institutions were implemented and by what dates? - What is the timeline for completing the implementation?

**Answer:**

**a) No.**

**b) Security levels at each of the units can vary upon agency need. While there have been some adjustments over the last year, these are in no way completely rigid.**

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**Question 11:** P. 41 - Response to Maintenance Calls - How many site administrators and technicians does the existing vendor utilize to service the account today? Please provide the city they reside, sites they service and if they are full or part time.

**Answer:** The current contractor has 3 administrators/technicians. They are located in Yuma, Lewis and Perryville. The offeror is responsible to provide sufficient number of administrators/technicians to provide service in a satisfactory matter.

### Questions submitted on April 11, 2014 from Global Tel\*Link

**Question 1:** Page 45 #2.4.26.1 - During the pre-proposal conference a question was asked with regard to how many System Administrators were currently in place today and if that number was sufficient to complete tasks required by the DOC staff. This did not include the repair and maintenance technicians serving the facilities. "The Contractor is required to provide full time (40 hours per week minimum) System Administrators dedicated to the Department for the term of this contract. The number, location, and method of operation must be described by the Contractor". It was mentioned that there was one at Yuma, Florence and Goodyear but needed to confirm. Therefore, how many full time System Administrators are in place today, where are they located and does the DOC staff feel this is an adequate number and optimum location to provide the necessary services required by Arizona Department of Corrections?

**Answer:** The current contractor has 3 administrators/technicians. They are located in Yuma, Lewis and Perryville. The offeror is responsible to provide sufficient number of administrators/technicians to provide service in a satisfactory matter.

**Question 2:** Page 18 #2.4.3.6 - This requirement speaks to a "Central Office Facility". Is this a DOC site and if so where is it located and who is it staffed by? What is being provided by the current vendor to meet the "database redundancy for the system" at this location?

**Answer:** Section 2.4.3.6 is changed by this amendment. Please refer to the beginning of this amendment.

### Question submitted on April 15, 2014 from Global Tel\*Link

**Question 1:** 1.32 Bid Bond - Will the state accept a cashier's check in lieu of a bid bond? The cashier's check will be made out according to this specification.

**Answer:** Yes, the Department will accept a certified check or cashier's check made out to the Arizona Department of Corrections.

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**SOLICITATION DUE DATE: May 15, 2014**

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## Questions submitted on April 16, 2014 from Inmate Calling Solutions, LLC

**Question 1:** Commission Rate Evaluation - p. 10, Section 1.21 Regarding section 1.21.1.1 where the 1,250 points are assigned based upon proposed commissions, the assignment of the points caps out at 70% commissions receiving 1,250 points. Thus, there is no incentive or additional points available for the respondent to bid above a 70% commission, as they cannot receive any additional points. This would seem to limit the DOC's potential revenue, especially when other DOC's are receiving commissions higher than 70%. In evaluating commissions, other DOC's use the proposed commission divided by the highest proposed commission and multiply it by the total available points. An example is as follows: Vendor A bids 85% commissions and receives the 1,250 points (85 divided by 85, times 1,250 points available). Vendor B bids 80% commissions and receives 1,176 points (80 divided by 85, times 1,250 points available). Request: Would the Department consider changing its commission evaluation, such as the above example, so that respondents desiring to propose higher than a 70% commission will receive credit for doing so?

**Answer: No, there will be no change.**

**Question 2:** Commission Rate Evaluation - p. 10, Section 1.21 There are numerous benefits to the DOC in receiving a Minimum Annual Guarantee (MAG) on commissions. The DOC would receive the greater of the commissions generated from the calling revenue, or the proposed MAG. In doing so, the DOC is guaranteed/assured to receive at least the MAG, irrespective of the calling revenue. If the proposed commission rate times the gross calling revenue generates a higher revenue number, the DOC receives that higher revenue number generated by the commission rate. There is no downfall to the DOC in requesting a MAG in addition to the proposed commission, as other DOC's require. Doing so reduces any risk to the DOC as it is assured of at least the MAG revenue which protects the DOC's revenue, especially for budgeting of those funds. Would the DOC consider requiring a MAG and allocating a portion of the 1,250 points toward the highest MAG? The DOC could make the commissions worth 625 points and the MAG worth another 625 points, and evaluate and assign the points consistent with the example above (i.e. proposed MAG divided by the highest proposed MAG, times 625 points).

**Answer: No, there will be no change.**

**Question 3:** Commission Rate Evaluation - p. 10, Section 1.21 Is the DOC currently receiving commissions on Interstate Calling? If no, then why not? If no and payment of commissions on Interstate calling is not prohibited by the FCC, the current order, or any required regulations currently in place, would that make the current service noncompliant with the current contract?

**Answer: Commissions are not being paid on Interstate calls effective February 11, 2014 due to the FCC ruling.**

**Question 4:** Commission Rate Evaluation - p. 10, Section 1.21 Will the awarded provider of this RFP be required to pay commissions on Interstate calling?

**Answer: The FCC currently prohibits commissions on interstate calls. If not prohibited by**

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**FCC in the future offerors shall provide commissions on all calls to include interstate calls.**

**Question 5:** 3-Way Calling - p. 20, Section 2.4.3.21 This section identifies a major problem with the current IPS in preventing 3 way or conference calling, does the DOC have any estimates in terms of the number of calls currently completed through 3 way or conference calling? If not, can the DOC please elaborate on the severity of this problem?

**Answer:** No, the offeror shall provide their current technology on how to handle detection of 3 way calls. The Department cannot elaborate on the severity.

**Question 6:** 3-Way Calling - p. 20, Section 2.4.3.21 This section states that the sensitivity level of the current IPS results in "false disconnects"; does the DOC have any estimates in terms of the number of calls being falsely disconnected? If not, can the DOC please elaborate on the severity of this problem?

**Answer:** No, the offeror shall provide their current technology on how to handle detection of 3 way calls. The Department cannot elaborate on the severity.

**Question 7:** Call Forwarding - p. 20, Section 2.4.3.22 This section identifies a major problem with the current IPS with call forwarding, does the DOC have any estimates in terms of the number of calls which are call forwarding? If not, can the DOC please elaborate on the severity of this problem?

**Answer:** The Department does not have the number of calls forwarded. The Department cannot elaborate on the severity.

**Question 8** Calls to Cell Phones - p. 20, Section 2.4.3.23 This section requests a description as to how the IPS operates when the inmate call is to a cell phone including how calls are placed and how billing of the call is processed. 1. Are there any rules which prohibit or restrict calls to cell phones? 2. Is there anything different about the call processing or billing the DOC is requiring or desiring for calls to a cellphone versus a regular land line phone? 3. Some providers offer payment methods in addition to traditional collect, prepaid, and debit calling whereas the called party is able to accept a collect call to their cellphone or is able to pay for a onetime call to their cellphone without setting up a calling account. However, these calls can charge much higher rates (\$9.99 and \$14.99) and pay the facility much lower commissions (\$.30 or 3% commission and \$1.60 or 10.7% commission). Some facilities believe these are some sort of a bonus call. However, we believe these calls are marketed with the result being a higher call price and lower commissions to the facility. 4. Please confirm these types of calls will not be allowed by the DOC under the resulting contract. 5. Please confirm that any and all calls, irrespective of payment type, will be the same rates and pay the same commissions as the required rates and commissions collect, prepaid, and debit.

**Answer:**

1. No.
2. No.
3. No.
4. No.
5. Rates and commissions are the same regardless of payment type.

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**SOLICITATION DUE DATE: May 15, 2014**

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**Question 9:** Call Recipient Registration - p. (none), Section (none) Is it correct that anyone who desires to receive phone calls from an inmate must first complete and pass the DOC's background form and pay a \$25.00 processing fee?

**Answer:** Yes. The processing fee is collected by the Department.

**Question 10:** System Administrators - p. 45, Section 2.4.26 How many fulltime Systems Administrators does the DOC desire the Contractor to provide?

**Answer:** The current contractor has 3 administrators/technicians. They are located in Yuma, Lewis and Perryville. The offeror is responsible to provide sufficient number of administrators/technicians to provide service in a satisfactory matter.

**Question 11:** System Administrators - p. 45, Section 2.4.26 How many fulltime Systems Administrators does the current Contractor provide?

**Answer:** The current contractor has 3 administrators/technicians. They are located in Yuma, Lewis and Perryville. The offeror is responsible to provide sufficient number of administrators/technicians to provide service in a satisfactory matter.

**Question 12:** Cordless Phones - p. 33, Section 2.4.10.1.2.4 & Attachment #5 How many cordless phones are required at each site?

**Answer:** Please refer to Attachment #5. The Department is satisfied with the current number of cordless phones in place and has no need for additional phones at this time.

**Question 13:** Enrollment Phones - p. 77, Attachment #5 How many "enrollment" phones are required at each site?

**Answer:** Please refer to Attachment #5, under column "Other\*". The Department is satisfied with the current number of enrollment phones in place and has no need for additional phones at this time.

**Question 14:** FEES - The RFP does not prohibit or restrict fees/charges or require disclosure in the proposal response. As such, the respondent can refrain from disclosing all such fees/charges in the proposal, and then implement them upon award without any sort of restriction. There are numerous fees which are being charged in the industry which include account setup, account funding, account maintenance, bill statement, mail in payment, refund processing, regulator recovery, wireless administration, single bill, paper statement, inactive account, account closeout, cellular telephone surcharge, account refund, etc. Request: Please clearly address fees and other charges as to whether they are allowed or prohibited. If fees and other charges are allowed, please identify exactly what fees/charges are allowed, the maximum amount allowed, and provide a clear statement that all other fees/charges will not be allowed. In doing so, the DOC will prevent consumers from being charged the numerous fees and at an unrestricted cost.

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**Answer:** The calling rates are specified in Attachment #6. No transaction fees, ancillary fees, billing fees, nor any other types of fees are allowed. The only charges allowed are the surcharges and per minute fees listed in Attachment #6.

**Question 15: FEES** - The DOC should be aware that fees and other charges can actually reduce facility commissions. For example, let's say the facility is receiving a 60% commission and a consumer has \$25.00 to spend on phone calls. Where fees are specifically prohibited, the facility will receive \$15 in commissions when that \$25.00 is spent on phone calls (\$25 times 60%). However, if fees are allowed and the provider charges the consumer say \$8.75 to fund the prepaid calling account, only \$16.25 of the \$25.00 charged to the consumer actually goes on the account for phone calls. When that \$16.25 is spent on calls, the facility receives commissions of \$9.75 (\$16.25 time 60%), which is \$5.25 less. Thus, the effective commission on what the consumer was actually charged is only 39% (\$9.75 divided by \$25.00), not the 60% the facility believed it was getting. This is a very realistic example and if fees are not addressed, the awarded provider could implement such fees without restriction. In another example where the RFP does not clearly prohibit or restrict fees, a respondent proposes a 90% commission. The facility believes this is a very high number. However, once the contract is awarded, the provider starts charging a \$12 fee to fund the account. Thus, only \$13 goes onto the account for calls. The facility gets 90% of the \$13 (not the \$25 the consumer paid) which is \$11.70. Thus, the effective commission based upon what he consumer actually spent is only 46.8% (\$11.70 divided by \$25), as opposed to the 90% the facility believed it was going to receive. Request: Please clearly address fees and other charges as to whether they are allowed or prohibited. If fees and other charges are allowed, please identify exactly what fees/charges are allowed, the maximum amount allowed, and provide a clear statement that all other fees/charges will not be allowed. In doing so, the DOC will prevent consumers from being charged the numerous fees and at an unrestricted cost.

**Answer:** The calling rates are specified in Attachment #6. No transaction fees, ancillary fees, billing fees, nor any other types of fees are allowed. The only charges allowed are the surcharges and per minute fees listed in Attachment #6.

## Question submitted on April 18, 2014 from Global Tel\*Link

**Question 1:** Jail Management System Vendor - Who is your current JMS vendor and do you anticipate changing vendors during the term of this Inmate Telephone Service contract? May we have the JMS contact name and telephone number?

**Answer:** The Department does not have an outside Jail Management System vendor. The Department currently uses an in-house solution - Adult Inmate Management System (AIMS). The Department anticipates outsourcing the AIMS system during the term of this Inmate Telephone Service contract. An RFP has been issued for the replacement of AIMS system and is currently in evaluation.

**Question 2:** Solicitation Attachments - Payment & Performance Bonds - Normally these are required to be completed and submitted once a vendor receives an award. According to your checklist you are asking that they

# SOLICITATION AMENDMENT

ARIZONA  
DEPARTMENT OF CORRECTIONS  
1601 W. JEFFERSON, MAIL CODE 55302  
PROCUREMENT SERVICES  
PHOENIX, ARIZONA 85007

SOLICITATION NO. ADOC14-00003887/ADC No. 14-066-24 AMENDMENT NO. 3 Contact: Kristine Yaw

SOLICITATION DUE DATE: May 15, 2014

**SIGNED COPY OF THIS AMENDMENT MUST BE RETURNED WITH YOUR BID SOLICITATION.**

be included. Is it the intention of the state that a vendor complete these forms and include with their response? Specifically, each form states "Whereas, the Principal has entered into a certain contract with the Obligee, date the XX day of XX" which at the time of the proposal submittal is not a true statement. We would ask that the submittal of such forms with RFP response be deleted from the requirements and only be required after award.

**Answer: Payment & Performance Bonds are due upon award from the selected vendor and not at the time of offeror's submission of Proposal.**

**Question 3: Document format - Is it possible to provide vendors with a copy of the RFP in MSWord?**

**Answer: No.**

## Question submitted on April 18, 2014 from Telmate

**Question 1: Bid Bond Form - Does AZ DOC have a standard bid bond form that we are required to use? See pg. 16 of RFP. -Sec. 1.33 Bid Bond \$50,000 with Submission of Proposal, due date May 1, 2014.**

**Answer: A sample Bid Security Form is included with this amendment.**

## Question submitted on April 22, 2014 from Global Tel\*Link

**Question 1: Bid Due Date Extension Request - Each vendor responding to this bid wishes to provide the AZDOC with a complete, comprehensive, and competitive proposal response. In order to do so, answers to questions submitted need to be received in enough time that we may digest the answers and effectively incorporate them into our bid response. With this in mind and the fact in order to meet the current due date we must ship the proposals next Tuesday or Wednesday, would the state agree to extend the due date by at least two weeks? We thank you for your consideration of this important request.**

**Answer: The Due date has been extended to May 15, 2014 on Solicitation Amendment 2.**

## Question submitted on April 25, 2014 from Global Tel\*Link

**Question 1: Cordless (wireless) Phones - According to your Phone Type breakdown you have the following cordless phones: ASPC-Florence 6; Globe Unit 1; ASPC-Eyman 44; ASPC-Yuma 3; ASPC-Lewis 1; ASPC-Safford 1; ASP-Ft. Grant 1; ASPC-Douglas 3; ASPC-Tucson 2; Florence West 1 and CACF Detention 1 for a total of 64. Is this number of cordless phones adequate for your sites? If not, how many more would you like per site? Are there any other sites that you feel could use some? If so what sites and how many? Could you verify how many cordless phones were replaced over the last 12 months?**

**Answer: a) The Department is satisfied with the current number of cordless phones in place and has no need for additional phones at this time. b) The Department does not track the number of replacement cordless phones.**



# SOLICITATION AMENDMENT

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SOLICITATION NO. ADOC14-00003887/ADC No. 14-066-24 AMENDMENT NO. 3 Contact: Kristine Yaw

SOLICITATION DUE DATE: May 15, 2014

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**Question 2:** Current PhoneType - Pedestal - Who owns the pedestals currently in place? The incumbent vendor or AZ DOC? If the DOC, assumption is awarded vendor will be able to utilize the pedestals without a cost associated. Is this correct?

**Answer:** The incumbent vendor, Securus Technologies Inc. owns the pedestals currently in place.

ALL OTHER PROVISIONS OF THE SOLICITATION SHALL REMAIN IN THEIR ENTIRETY

Vendor hereby acknowledges receipt and understanding of above amendment.

The above referenced Solicitation Amendment is hereby executed this 1st day of May 2014 at Phoenix, Arizona.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Typed Name and Title

\_\_\_\_\_  
Name of Company

LG/ky



\_\_\_\_\_  
Leon George, Chief Procurement Officer



# Bid Security Form

STATE OF ARIZONA

Agency:

Customer:

Description:

## ARIZONA STATUTORY BID BOND PURSUANT TO TITLES 28, 34, AND 41, ARIZONA REVISED STATUTES

(Penalty of this bond must be 10% of the contract amount)

**KNOW ALL MEN BY THESE PRESENTS THAT:**

\_\_\_\_\_ (hereinafter "Principal"), as Principal, and \_\_\_\_\_

(hereinafter "Surety"), a corporation organized and existing under the laws of the State of \_\_\_\_\_, with its principal offices in the City of \_\_\_\_\_, holding a certificate of authority to transact business in Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto the State of Arizona (hereinafter "Obligee") in the sum of Ten Percent (10%) of the bid of Principal, submitted by Principal to the Obligee for the work described below, for the payment of which sum, the Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for:

NOW, THEREFORE, if the Obligee shall accept the proposal of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of the proposal and give the bonds and certificates of insurance as specified in the standard specifications or Contract documents with good and sufficient surety for the faithful performance of the contract and for the prompt payment of labor and materials furnished in the prosecution of the contract, or in the event of the failure of the Principal to enter into the contract and give the bonds and certificates of insurance, if the Principal pays to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise, it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of Section 34-201, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of that section to the extent as if it were copied at length herein.

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

PRINCIPAL \_\_\_\_\_ SEAL

By \_\_\_\_\_

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

SURETY \_\_\_\_\_ SEAL

By \_\_\_\_\_  
(Attorney - in - Fact)

Agency of Record

Agency Address

Arizona Resident Agent Countersignature

# SOLICITATION AMENDMENT

ARIZONA  
DEPARTMENT OF CORRECTIONS  
1601 W. JEFFERSON, MAIL CODE 55302  
PROCUREMENT SERVICES  
PHOENIX, ARIZONA 85007

SOLICITATION NO. ADOC14-00003887/ADC No. 14-066-24 AMENDMENT NO. 4 Contact: Kristine Yaw

SOLICITATION DUE DATE: May 15, 2014

SIGNED COPY OF THIS AMENDMENT MUST BE RETURNED WITH YOUR BID SOLICITATION.

## RFP ADOC14-00003887/ADC No.14-066-24 – Inmate Telephone Systems

The Due Date for shall remain May 15, 2014 at 3:00 p.m., M.S.T. (Arizona Time)

### THIS SOLICITATION IS AMENDED AS FOLLOWS:

The following questions have been submitted for the above referenced Solicitation in which the Department has provided the following answers:

#### Questions submitted on May 1, 2014 from Telmate:

1. Phone commission percentage - What is the current phone commission percentage?

**Answer:** Please refer to RFP, Page 55, Fee Schedule, Section 3.2 Commission. Current phone commission rate is 53.7%.

2. Number of inmates booked per year - Could you please confirm the average stay for inmates or the number of inmates booked per year?

**Answer:** Since the Department of Corrections is a state organization we do not book inmates, as that is done at the county jail. Our monthly average population increase per month over the past twelve months has been 121 inmates.

3. Deductions - Does the current inmate phone provider currently take any deductions from commission revenue, if so what are the deductions and how much?

**Answer:** No current deduction.

4. Commission - What is the average size of a monthly commission check received by the county? Can the County provide 24, or even 12, months of commission check amounts?

**Answer:** Please refer to RFP, Page 55, Fee Schedule, Section 3.2 Commission. This section specifies the estimated annual commission the Department receives. Please note we are the State, not County as specified in question #4.

# SOLICITATION AMENDMENT

ARIZONA  
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SOLICITATION NO. ADOC14-00003887/ADC No. 14-066-24 AMENDMENT NO. 4 Contact: Kristine Yaw

SOLICITATION DUE DATE: May 15, 2014

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5. Fees – Please provide the list of current fees charged.

**Answer:** Below is the list of current fees charged by the current contractor. Please note, no transaction or any other types of fees are allowed under this new RFP.

<i>Funding Method</i>	<i>Minimum Funding Amount</i>	<i>Payment Processing Fee</i>
Web	Up to \$25.00	Up to \$7.95 - Visa and MasterCard
IVR	Up to \$25.00	Up to \$9.95 Visa and MasterCard
CSR	Up to \$25.00	Up to \$9.95 Visa and MasterCard
Postal Mail	None	\$0
Kiosk	Varies	\$4.95 cash; \$7.95 credit/debit card
MoneyGram	None	\$10.99 (MoneyGram fee can vary; direct customer to MoneyGram)
Western Union	None	\$11.95 (WU fee can vary; direct customer to WU)

6. Call rates – What are the current call rates? By call type, Local, Intralata, Interlata and Interstate.

**Answer:** The calling rates for each call type are specified in the RFP, Page 55, Fee Schedule, Section 3.2 Commission and Attachment #6.

7. Call volume – What is the historic call volume by month? Can the County provide 24, or even 12, months of call volume reports?

**Answer:** Call volume for 2013 is specified in the RFP, page 17, Scope of Work, Section 2.2 General Background.

# SOLICITATION AMENDMENT

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SOLICITATION NO. ADOC14-00003887/ADC No. 14-066-24 AMENDMENT NO. 4 Contact: Kristine Yaw

SOLICITATION DUE DATE: May 15, 2014

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8. Visitation - How many visits are used on an average month?

**Answer:** This is not applicable for this RFP.

9. Visitation - How many visits are paid-for visits in an average month?

**Answer:** This is not applicable for this RFP.

10. Visitation - How many tentative visits by bail bondsman and Public Defenders are expected in an average month?

**Answer:** This is not applicable for this RFP.

**Question submitted on May 6, 2014 from CenturyLink:**

1. Page 18 Section 2.3 Commission - Respectfully, a number of expert regulatory and administrative attorneys have reviewed FCC Order 13-113 and the partial stay of that Order by the D.C. Circuit Court, and have concluded that commissions are permitted on interstate phone calls. One reason this is so important is that under the Department's current rate structure for in-state vs. out-of-state calls, called parties have an incentive to acquire 'virtual' out-of-state phone numbers. Providers can also take steps to further encourage this practice and divert revenue away from commissionable in-state calls to non-commissionable out-of-state calls. This obviously unfairly skews the financial offer and evaluation. We respectfully request the Department re-consider its opinion and require that under current regulatory rules, commissions must be paid on all calls.

**Answer:** FCC currently prohibits commissions on interstate calls. If not prohibited by FCC in the future offerors shall provide commission on all calls to include interstate calls.

ALL OTHER PROVISIONS OF THE SOLICITATION SHALL REMAIN IN THEIR ENTIRETY

Vendor hereby acknowledges receipt and understanding of above amendment.

The above referenced Solicitation Amendment is hereby executed this 6th day of May 2014 at Phoenix, Arizona.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Typed Name and Title

\_\_\_\_\_  
Name of Company

LG/ky

  
Leon George, Chief Procurement Officer

# SOLICITATION AMENDMENT

ARIZONA  
DEPARTMENT OF CORRECTIONS  
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PROCUREMENT SERVICES  
PHOENIX, ARIZONA 85007

SOLICITATION NO. ADOC14-00003887/ADC No. 14-066-24 AMENDMENT NO. 5 Contact: Kristine Yaw

SOLICITATION DUE DATE: May 15, 2014

SIGNED COPY OF THIS AMENDMENT MUST BE RETURNED WITH YOUR BID SOLICITATION.

## RFP ADOC14-00003887/ADC No.14-066-24 – Inmate Telephone Systems

THIS SOLICITATION IS AMENDED AS FOLLOWS:

The Proposal Due Date is being extended to May 22, 2014 at 3:00 p.m., M.S.T. (Arizona Time)

Question submitted will be answered in a forthcoming amendment.

ALL OTHER PROVISIONS OF THE SOLICITATION SHALL REMAIN IN THEIR ENTIRETY

Vendor hereby acknowledges receipt and understanding of above amendment.

The above referenced Solicitation Amendment is hereby executed this 8th day of May 2014 at Phoenix, Arizona.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Typed Name and Title

\_\_\_\_\_  
Name of Company

LG/ky

  
\_\_\_\_\_  
Leon George, Chief Procurement Officer

# SOLICITATION AMENDMENT

ARIZONA  
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PHOENIX, ARIZONA 85007

SOLICITATION NO. ADOC14-00003887/ADC No. 14-066-24 AMENDMENT NO. 6 Contact: Kristine Yaw

SOLICITATION DUE DATE: May 22, 2014

SIGNED COPY OF THIS AMENDMENT MUST BE RETURNED WITH YOUR BID SOLICITATION.

## RFP ADOC14-00003887/ADC No.14-066-24 – Inmate Telephone Systems

The Proposal Due Date shall remain May 22, 2014 at 3:00 p.m., M.S.T. (Arizona Time)

THIS SOLICITATION IS AMENDED AS FOLLOWS:

Amend to change Special Terms and Conditions, Page 10, Section 1.21 as follows:

**FROM:**

1.21 EVALUATION:

1.21.1 In accordance with the Arizona Procurement Code §41-2534, Competitive Sealed Proposals, award shall be made to the responsible Offeror whose proposal is determined in writing to be the most advantageous to the Department based upon the evaluation criteria listed below. The evaluation factors are listed in the relative order of importance.

Exceptions to the Terms and Conditions, as stated in the Uniform Instructions Section C4, will impact an Offeror's susceptibility for award.

1.24.1.1 **Commission Rate (maximum 1250 points)** - Calculated at the rate of 5 points for every percentage up to 50 percent. (For example: 45.0 % commission rate =  $45 \times 5 = 225$  points).  
Plus 50 points for every percentage over 50 percent. (For example: 54.0 % commission rate =  $(50 \times 5) + (4 \times 50) = 450$  points.

1.24.1.2 **Technical Requirements (maximum 150 points)**

1.24.1.3 **Contractor Qualification Requirements (maximum 100 points)**

1.24.1.4 **Implementation Plan (maximum 50 points)**

# SOLICITATION AMENDMENT

ARIZONA  
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SOLICITATION NO. ADOC14-00003887/ADC No. 14-066-24 AMENDMENT NO. 6 Contact: Kristine Yaw

SOLICITATION DUE DATE: May 22, 2014

SIGNED COPY OF THIS AMENDMENT MUST BE RETURNED WITH YOUR BID SOLICITATION.

**TO:**

1.21 EVALUATION:

1.21.1 In accordance with the Arizona Procurement Code §41-2534, Competitive Sealed Proposals, award shall be made to the responsible Offeror whose proposal is determined in writing to be the most advantageous to the Department based upon the evaluation criteria listed below. The evaluation factors are listed in the relative order of importance.

Exceptions to the Terms and Conditions, as stated in the Uniform Instructions Section C4, will impact an Offeror's susceptibility for award.

1.21.1.1 **Commission Rate (maximum 1500 points) - Calculated at the rate of 15 points for every percentage of commission. (For example: 60.0 % commission rate = 60.0 X 15 = 900 points).**

1.21.1.2 **Technical Requirements (maximum 150 points)**

1.21.1.3 **Contractor Qualification Requirements (maximum 100 points)**

1.21.1.4 **Implementation Plan (maximum 50 points)**

**Amend to change Scope of Work, Page 50, Section 2.7.1 as follows:**

**FROM:**

2.7.1 One Contractor will be selected to enter into a written contract as a result of this RFP with the selected Contractor to begin providing services no later than 120 days after execution of a written contract. The proposal must include an implementation plan describing the tasks and activities to be completed and their timeframes/milestones prior to the start of services. The implementation plan is to detail how the Contractor would satisfy the RFP's requirements regarding the installation, operation and maintenance of an inmate phone system with monitoring and recording capabilities, such that each issue addressed would be complete and detailed enough to assure the Department of the Contractor's understanding and capability to perform the cited requirements, and to substantiate that the IPS will be fully operational within the timeframe stated after execution of the written contract.

2.7.1.1 Please specify Contractors timeframe for the implementation plan if less than 120 days.

**TO:**

2.7.1 One Contractor will be selected to enter into a written contract as a result of this RFP with the selected Contractor to begin providing services no later than 90 days after execution of a written contract. The proposal must include an implementation plan describing the tasks and activities to be completed and their timeframes/milestones prior to the start of services. The implementation plan is to detail how the Contractor would satisfy the RFP's requirements regarding the



# SOLICITATION AMENDMENT

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SOLICITATION NO. ADOC14-00003887/ADC No. 14-066-24 AMENDMENT NO. 6 Contact: Kristine Yaw

SOLICITATION DUE DATE: May 22, 2014

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installation, operation and maintenance of an inmate phone system with monitoring and recording capabilities, such that each issue addressed would be complete and detailed enough to assure the Department of the Contractor's understanding and capability to perform the cited requirements, and to substantiate that the IPS will be fully operational within the timeframe stated after execution of the written contract.

2.7.1.1 Please specify Contractors timeframe for the implementation plan if less than 90 days.

The following questions have been submitted for the above referenced Solicitation in which the Department has provided the following answer:

## Question submitted on May 6, 2014 from Inmate Calling Solutions, LLC

**Question 1:** Interstate calling commissions - The Department's answers to the questions state that commissions are not being paid on Interstate calls and that the FCC currently prohibits commissions on Interstate calls. - The current Order in place does not prohibit commissions from being paid on Interstate calling. a) Can the Department please provide information as to why it believes commissions on Interstate calling is not allowed or is prohibited by the FCC? b) Commissions seem to be the highest priority for the RFP as they are worth 1,250 of the 1,550 total points available, or over 80% of the scoring. However, the RFP gives all 1,250 points to all Offerors that propose a 70% commission and provide no additional points for proposals exceeding a 70% commission. As such, it would not seem that an Offeror would propose more than a 70% commission because no additional points would be awarded. Please confirm that a compliant proposal with a 70% commission will receive the same 1,250 points as a compliant proposal which proposes higher than 70% commissions and thus, there is no point separation for the available 1,250 points.

**Answer:** a) FCC Order No. 219 has been interpreted as stating that site commission payments are not part of the cost of providing Inmate Calling Services (ICS) and therefore not compensable in interstate ICS rates. Offerors shall not be required to pay commissions on interstate calls. However, the Department reserves the right to require the payment of these commissions in the future contract should the Department receive a different legal interpretation or should the rules be modified by the FCC. Any change to interstate commissions would be subsequently amended by negotiation and mutual agreement through a contract amendment. b) Section 1.21 Evaluation is changed by this amendment. Please refer to the beginning of this amendment.

# SOLICITATION AMENDMENT

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PHOENIX, ARIZONA 85007

SOLICITATION NO. ADOC14-00003887/ADC No. 14-066-24 AMENDMENT NO. 6 Contact: Kristine Yaw

SOLICITATION DUE DATE: May 22, 2014

SIGNED COPY OF THIS AMENDMENT MUST BE RETURNED WITH YOUR BID SOLICITATION.

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ALL OTHER PROVISIONS OF THE SOLICITATION SHALL REMAIN IN THEIR ENTIRETY

Vendor hereby acknowledges receipt and understanding of above amendment.

The above referenced Solicitation Amendment is hereby executed this 12th day of May 2014 at Phoenix, Arizona.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Typed Name and Title \_\_\_\_\_

Name of Company \_\_\_\_\_

LG/ky

  
Leon George, Chief Procurement Officer

# UNIFORM TERMS AND CONDITIONS

## Version 9

### 1. Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- 1.1. *"Attachment"* means any item the Solicitation requires the Offeror to submit as part of the Offer.
- 1.2. *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
- 1.3. *"Contract Amendment"* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- 1.4. *"Contractor"* means any person who has a Contract with the State.
- 1.5. *"Days"* means calendar days unless otherwise specified.
- 1.6. *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- 1.7. *"Gratuity"* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 1.8. *"Materials"* means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
- 1.9. *"Procurement Officer"* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.10. *"Services"* means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- 1.11. *"Subcontract"* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- 1.12. *"State"* means the State of Arizona and Department or Agency of the State that executes the Contract.
- 1.13. *"State Fiscal Year"* means the period beginning with July 1 and ending June 30.

### 2. Contract Interpretation

- 2.1. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

- 2.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 2.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
  - 2.3.1. Special Terms and Conditions;
  - 2.3.2. Uniform Terms and Conditions;
  - 2.3.3. Statement or Scope of Work;
  - 2.3.4. Specifications;
  - 2.3.5. Attachments;
  - 2.3.6. Exhibits;
  - 2.3.7. Documents referenced or included in the Solicitation.
- 2.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 2.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 2.6. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 2.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

### **3. Contract Administration and Operation**

- 3.1. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.2. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 3.3. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 3.4. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract.

The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

- 3.5. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.
- 3.6. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 3.7. Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.
- 3.8. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.
- 3.9. Federal Immigration and Nationality Act. The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.
- 3.10. E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.
- 3.11. Offshore Performance of Work Prohibited. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States.

Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

#### **4. Costs and Payments**

- 4.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
- 4.2. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.
- 4.3. Applicable Taxes.
  - 4.3.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
  - 4.3.2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
  - 4.3.3. Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
  - 4.3.4. IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.
- 4.4. Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.
- 4.5. Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:
  - 4.5.1. Accept a decrease in price offered by the contractor;
  - 4.5.2. Cancel the Contract; or
  - 4.5.3. Cancel the contract and re-solicit the requirements.

#### **5. Contract Changes**

- 5.1. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law.

Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

- 5.2. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- 5.3. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

## 6. Risk and Liability

- 6.1. Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- 6.2. Indemnification
  - 6.2.1. Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.
  - 6.2.2. Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers."
- 6.3. Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.
- 6.4. Force Majeure.
  - 6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

- 6.4.2. Force Majeure shall not include the following occurrences:
- 6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
  - 6.4.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
  - 6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 6.4.3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
- 6.4.4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.
- 6.5. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

## **7. Warranties**

- 7.1. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.
- 7.2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:
- 7.2.1. Of a quality to pass without objection in the trade under the Contract description;
  - 7.2.2. Fit for the intended purposes for which the materials are used;
  - 7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
  - 7.2.4. Adequately contained, packaged and marked as the Contract may require; and
  - 7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.
- 7.3. Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- 7.4. Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this



paragraph are not affected by inspection or testing of or payment for the materials by the State.

- 7.5. Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- 7.6. Survival of Rights and Obligations after Contract Expiration or Termination.
  - 7.6.1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.
  - 7.6.2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

## **8. State's Contractual Remedies**

- 8.1. Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.
- 8.2. Stop Work Order.
  - 8.2.1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
  - 8.2.2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- 8.3. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.
- 8.4. Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- 8.5. Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State

concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

## 9. Contract Termination

- 9.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
- 9.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
- 9.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.
- 9.4. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.
- 9.5. Termination for Default.
- 9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
- 9.5.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.
- 9.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under

this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

- 9.6. Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10. **Contract Claims**

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11. **Arbitration**

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

12. **Comments Welcome**

The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15<sup>th</sup> Avenue, Suite 201, Phoenix, Arizona, 85007.

## UNIFORM INSTRUCTIONS TO OFFERORS

### A. Definition of Terms

As used in these Instructions, the terms listed below are defined as follows:

1. “*Attachment*” means any item the Solicitation requires an Offeror to submit as part of the Offer.
2. “*Best and Final Offer*” means a revision to an Offer submitted after negotiations are completed that contains the Offeror’s most favorable terms for price, service, and products to be delivered. Sometimes referred to as a Final Proposal Revision.
3. “*Contract*” means the combination of the Solicitation, including the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer, any Clarifications, and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
4. “*Contract Amendment*” means a written document signed by the Procurement Officer issued for the purpose of making changes in the Contract.
5. “*Contractor*” means any person who has a Contract with a state governmental unit.
6. “*Day*” means calendar days unless otherwise specified.
7. “*eProcurement (Electronic Procurement)*” means conducting all or some of the procurement function over the Internet. Point, click, buy and ship Internet technology is replacing paper-based procurement and supply management business processes. Elements of eProcurement also include Invitation for Bids, Request for Proposals, and Request for Quotations.
8. “*Exhibit*” means any document or object labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
9. “*Offer*” means a response to a solicitation.
10. “*Offeror*” means a person who responds to a Solicitation.
11. “*Person*” means any corporation, business, individual, union, committee, club, or other organization or group of individuals.
12. “*Procurement Officer*” means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
13. “*Solicitation*” means an Invitation for Bids (“IFB”), a Request for Technical Offers, a Request for Proposals (“RFP”), a Request for Quotations (“RFQ”), or any other invitation or request issued by the purchasing agency to invite a person to submit an offer.
14. “*Solicitation Amendment*” means a change to the Solicitation issued by the Procurement Officer.
15. “*Subcontract*” means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

16. “*State*” means the State of Arizona and Department or Agency of the State that executes the Contract.

## **B. Inquiries**

1. Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its Offer for accuracy before submitting an Offer. Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing the Offer after the Offer due date and time.
2. Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Procurement Officer.
3. Submission of Inquiries. All inquiries related to the Solicitation are required to be submitted in the State’s eProcurement system. All responses to inquiries will be answered in the State’s eProcurement system. Any inquiry related to the Solicitation should reference the appropriate solicitation page and paragraph number. Offerors are prohibited from contacting any State employee other than the Procurement Officer concerning the procurement while the solicitation and evaluation are in process.
4. Timeliness. Any inquiry or exception to the Solicitation shall be submitted as soon as possible and should be submitted at least seven days before the Offer due date and time for review and determination by the State. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.
5. No Right to Rely on Verbal or Electronic Mail Responses. An Offeror shall not rely on verbal or electronic mail responses to inquiries. A verbal or electronic mail reply to an inquiry does not constitute a modification of the solicitation.
6. Solicitation Amendments. The Solicitation shall only be modified by a Solicitation Amendment.
7. Pre-Offer Conference. If a pre-Offer conference has been scheduled under the Solicitation, the date, time and location shall appear in the State’s eProcurement system . Offerors should raise any questions about the Solicitation at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a Solicitation Amendment.
8. Persons With Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Procurement Officer. Requests shall be made as early as possible to allow time to arrange the accommodation.

## **C. Offer Preparation**

1. Electronic Documents. The Solicitation is provided in an electronic format. Offerors are responsible for clearly identifying any and all changes or modifications to any Solicitation documents upon submission to the State’s eProcurement system. Any unidentified alteration or modification to any Solicitation, attachments, exhibits, forms, charts or illustrations contained herein shall be null and void. Offeror’s electronic files shall be submitted in a format acceptable to the State. Acceptable formats include .doc and .docx (Microsoft Word), .xls and .xlsx (Microsoft Excel), .ppt and .pptx (Microsoft PowerPoint) and .pdf (Adobe Acrobat). Offerors wishing to submit files in any other format shall submit an inquiry to the Procurement Officer.
2. Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation shall be submitted with the Offer in the State’s eProcurement system and shall include a

signature by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of an intent to be bound, such as a signature, shall result in rejection of the Offer.

3. Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted in the State's eProcurement system in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically accepted by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered by the State as a part of any resulting Contract.
  - 3.1. Invitation for Bids. An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.
  - 3.2. Request for Proposals. All exceptions that are contained in the Offer may negatively impact an Offeror's susceptibility for award. An Offer that takes exception to any material requirement of the solicitation may be rejected.
4. Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
5. Cost of Offer Preparation. The State will not reimburse any Offeror the cost of responding to a Solicitation.
6. Federal Excise Tax. The State is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the State.
7. Provision of Tax Identification Numbers. Offerors are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided on the Offer and Acceptance form.
  - 7.1 Employee Identification. Offeror agrees to provide an employee identification number or social security number to the State for the purposes of reporting to appropriate taxing authorities, monies paid by the State under this Contract. If the federal identifier of the Offeror is a social security number, this number is being requested solely for tax reporting purposes and will be shared only with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.
8. Identification of Taxes in Offer. The State is subject to all applicable state and local transaction privilege taxes. All applicable taxes shall be identified as a separate item offered in the Solicitation. When applicable, the tax rate and amount shall be identified on the price sheet.
9. Disclosure. If the person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall set forth the name and address of the governmental unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.
10. Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all freight, delivery and unloading at the destination(s).

11. Federal Immigration and Nationality Act. By signing of the Offer, the Offeror warrants that both it and all proposed subcontractors are in compliance with federal immigration laws and regulations (FINA) relating to the immigration status of their employees. The State may, at its sole discretion require evidence of compliance during the evaluation process. Should the State request evidence of compliance, the Offeror shall have five days from receipt of the request to supply adequate information. Failure to comply with this instruction or failure to supply requested information within the timeframe specified shall result in the Offer not being considered for contract award.
12. Offshore Performance of Work Prohibited. Any services that are described in the specifications or scope of work that directly serve the State or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the Offer.

**D. Submission of Offer**

1. Offer Submission, Due Date and Time. Offerors responding to a Solicitation must submit the Offer electronically through the State's eProcurement system. Offers shall be received before the due date and time stated in the solicitation. Offers submitted outside of the State's eProcurement system or those that are received after the due date and time shall be rejected.
2. Offer and Acceptance. Offers shall include a signed Offer and Acceptance form. The Offer and Acceptance form shall be signed with a signature by the person authorized to sign the Offer, and shall be submitted in the State's eProcurement system with the Offer no later than the Solicitation due date and time. Failure to return an Offer and Acceptance form may result in rejection of the Offer.
3. Solicitation Amendments. A Solicitation Amendment shall be acknowledged in the State's eProcurement system no later than the Offer due date and time. Failure to acknowledge a Solicitation Amendment may result in rejection of the Offer.
4. Offer Amendment or Withdrawal. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.
5. Confidential Information. If an Offeror believes that any portion of an Offer, protest, or correspondence contains a trade secret or other proprietary information, the Offeror shall clearly designate the trade secret and other proprietary information, using the term "confidential." An Offeror shall provide a statement detailing the reasons why the information should not be disclosed including the specific harm or prejudice that may arise upon disclosure. The Procurement Officer shall review all requests for confidentiality and provide a written determination. Until a written determination is made, a Procurement Officer shall not disclose information designated as confidential except to those individuals deemed to have a legitimate State interest. In the event the Procurement Officer denies the request for confidentiality, the Offeror may appeal the determination to the State Procurement Administrator within the time specified in the written determination. Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information.
6. Public Record. All Offers submitted and opened are public records and must be retained by the State for six years. Offers shall be open and available to public inspection through the State's eProcurement system after Contract award, except for such Offers deemed to be confidential by the State.

7. Non-collusion, Employment, and Services. By signing the Offer and Acceptance form or other official contract form, the Offeror certifies that:
  - 7.1. The Offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and
  - 7.2. The Offeror does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with an applicable federal, state and local laws and executive orders regarding employment.

#### **E. Evaluation**

1. Unit Price Prevails. In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
2. Taxes. If the products and/or services specified require transaction privilege or use taxes, they shall be described and itemized separately on the Offer. Arizona transaction privilege and use taxes shall not be considered for evaluation.
3. Prompt Payment Discount. Prompt payment discounts of thirty (30) days or more set forth in an Offer shall be deducted from the Offer for the purpose of evaluating that price.
4. Late Offers. An Offer submitted after the exact Offer due date and time shall be rejected.
5. Disqualifications. An Offeror (including each of its principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall have its Offer rejected.
6. Offer Acceptance Period. An Offeror submitting an Offer under the Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be one hundred twenty (120). If a Best and Final Offer is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for one hundred twenty (120) days from the Best and Final Offer due date.
7. Waiver and Rejection Rights. Notwithstanding any other provision of the Solicitation, the State reserves the right to:
  - 7.1 Waive any minor informality;
  - 7.2. Reject any and all Offers or portions thereof; or
  - 7.3 Cancel the Solicitation.

#### **F. Award**

1. Number of Types of Awards. The State reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, or regional awards, whichever is most advantageous to the State.
2. Contract Inception. An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Procurement Officer's signature on the Offer and Acceptance form. A notice of award or of the intent to award shall not constitute acceptance of the Offer.



3. Effective Date. The effective date of the Contract shall be the date that the Procurement Officer signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.

**G. Protests**

A protest shall comply with and be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9 and rules adopted thereunder. Protests shall be in writing and be filed with both the Procurement Officer of the purchasing agency and with the State Procurement Administrator. A protest of the Solicitation shall be received by the Procurement Officer before the Offer due date. A protest of a proposed award or of an award shall be filed within ten (10) days after the Procurement Officer makes the procurement file available for public inspection. A protest shall include:

1. The name, address, email address and telephone number of the interested party;
2. The signature of the interested party or its representative;
3. Identification of the purchasing agency and the Solicitation or Contract number;
4. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
5. The form of relief requested.

**H. Comments Welcome**

The State Procurement Office periodically reviews the Uniform Instructions to Offerors and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona, 85007.

## **Special Instructions to Offerors**

### **A. Responsibility, Responsiveness and Susceptibility**

In accordance with A.R.S. 41-2534(G), A.A.C. R2-7-C311, A.A.C. R2-7-C312 and R2-7-C316, the State shall consider, at a minimum, the following criteria when determining Offeror's responsibility, as well, as the proposal's responsiveness and susceptibility for contract award.

1. Whether the Offeror has had a contract within the last five (5) years that was terminated for cause due to breach or similar failure to comply with the terms of the contract;
2. Whether the Offeror's record of performance includes factual evidence of failure to satisfy the terms of the Offeror's agreements with any party to a contract. Factual evidence may consist of documented vendor performance reports, customer complaints and/or negative references;
3. Whether the Offeror is legally qualified to contract with the State and the Offeror's financial, business, personnel, or other resources, including subcontractors;
  - 3.1 Legally qualified includes if the vendor or if key personnel have been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.
4. Whether the Offeror promptly supplied all requested information concerning its responsibility;
5. Whether the Offer was sufficient to permit evaluation by the State, in accordance with the evaluation criteria identified in this Solicitation or other necessary offer components. Necessary offer components include: attachments, documents or forms to be submitted with the offer, an indication of the intent to be bound, reasonable or acceptable approach to perform the Scope of Work, acknowledged Solicitation Amendments, references to include experience verification, adequacy of financial/business/personal or other resources to include a performance bond and stability including subcontractors and any other data specifically requested in the Solicitation;
6. Whether the Offer was in conformance with the requirements contained in the Scope of Work, Terms and Conditions, and Instructions for the Solicitation including its Amendments and all documents incorporated by reference;
7. Whether the Offer limits the rights of the State;
8. Whether the Offer includes or is subject to unreasonable conditions, to include conditions upon the State necessary for successful Contract performance. The State shall be the sole determiner as to the reasonableness of a condition;
9. Whether the Offer materially changes the contents set forth in the Solicitation, which includes the Scope of Work, Terms and Conditions, or Instructions; and,
10. Whether the Offeror provides misleading or inaccurate information.

**B. Evaluation**

In accordance with the Arizona Procurement code A.R.S. § 41-2534, awards shall be made to the responsible Offeror(s) whose proposal is determined in writing to be the most advantageous to the State based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.

Exceptions to the Terms and Conditions, as stated in the Uniform Instructions Section C.4, will impact an Offeror's susceptibility for award.

1. Evaluation Criteria 1
2. Evaluation Criteria 2
3. Evaluation Criteria 3
4. Evaluation Criteria 4



# STATUTORY PERFORMANCE BOND

PURSUANT TO A.R.S. SECTION §41-2574

(PENALTY OF THIS BOND MUST NOT BE 100% OF THE CONTRACT AMOUNT)

**SOLICITATION NO. ADOC14-00003887/14-066-24**

KNOW ALL MEN BY THESE PRESENTS:

THAT, \_\_\_\_\_  
hereinafter called Principal), as Principal, and \_\_\_\_\_  
\_\_\_\_\_, a corporation organized and existing under the laws  
of the State of \_\_\_\_\_, with its principal office  
in the City of \_\_\_\_\_, (hereinafter called the Surety), as  
Surety, are held and firmly bound unto the State of Arizona, (hereinafter called the Obligee), in  
the amount of \_\_\_\_\_ (Dollars), (\$ \_\_\_\_\_),  
for the payment whereof, the said Principal and Surety bind themselves, and their heirs,  
administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain contract with the Obligee, dated the  
\_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_, to construct and  
complete a certain work described as \_\_\_\_\_  
\_\_\_\_\_

which contract is hereby referred to and made a part hereof as fully and to the same extent as  
if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the said Principal shall  
faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during  
the original term of said contract and any extension thereof, with or without notice to the Surety and during the life of  
any guaranty required under the contract shall also perform and fulfill all the undertakings, covenants, terms and  
conditions and agreements of any and all duly authorized modifications of said contract that may be hereafter be made,  
notice of which modification to the Surety being hereby waived; then the above obligation shall be void, otherwise to  
remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of A.R.S. Section §41-2574,  
and all liabilities on this bond shall be determined in accordance with the provisions of the Section, to the extent as if  
it was copied at length herein.

The prevailing party in a suit on this bond shall recover as a part of his judgment such reasonable attorney's  
fees as may be fixed by a judge of the Court.

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_.

BY: \_\_\_\_\_  
Principal Seal

BY: \_\_\_\_\_  
Surety Seal

Agency of Board



# STATUTORY PAYMENT BOND

PURSUANT TO A.R.S. SECTION §41-2574

(PENALTY OF THIS BOND MUST NOT BE 100% OF THE CONTRACT AMOUNT)

**SOLICITATION NO. ADOC14-00003887/14-066-24**

KNOW ALL MEN BY THESE PRESENTS:

THAT, \_\_\_\_\_  
hereinafter called Principal), as Principal, and \_\_\_\_\_  
\_\_\_\_\_, a corporation organized and existing under the laws  
of the State of \_\_\_\_\_, with its principal office  
in the City of \_\_\_\_\_, (hereinafter called the Surety), as  
Surety, are held and firmly bound unto the State of Arizona, (hereinafter called the Obligee), in  
the amount of \_\_\_\_\_ (Dollars), (\$ \_\_\_\_\_),  
for the payment whereof, the said Principal and Surety bind themselves, and their heirs,  
administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain contract with the Obligee, dated the  
\_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_, to construct and  
complete a certain work described as \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ which contract is hereby referred to and made a part hereof as fully and to the same extent as  
if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the said Principal shall  
promptly pay all monies due to all persons supplying labor or materials to him or his subcontractors in the prosecution  
of the work provided for in said contract then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of A.R.S. Section §41-2574,  
and all liabilities on this bond shall be determined in accordance with the provisions of the Section, to the extent as if  
it was copied at length herein.

The prevailing party in a suit on this bond shall recover as a part of his judgment such reasonable attorney's  
fees as may be fixed by a judge of the Court.

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

\_\_\_\_\_  
Principal Seal

BY: \_\_\_\_\_

\_\_\_\_\_  
Surety Seal

BY: \_\_\_\_\_

\_\_\_\_\_  
Agency of Board