



STATE OF ARIZONA

NOTICE OF REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NUMBER 060072DC

PROPOSAL DUE DATE June 20, 2006 AT 3:00 P.M. M.S.T.

MAILING ADDRESS:

ARIZONA DEPARTMENT OF CORRECTIONS
ATTN: CONTRACTS ADMINISTRATION
1601 WEST JEFFERSON STREET, M/C 55303
PHOENIX, ARIZONA 85007-3002

HAND DELIVERY - OVERNIGHT MAIL:

ARIZONA DEPARTMENT OF CORRECTIONS
ATTN: CONTRACTS ADMINISTRATION
1645 WEST JEFFERSON STREET, SUITE 4401
PHOENIX, ARIZONA 85007-3002

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, at the above specified location, until the time and date cited. Proposals received by the correct time and date will be opened and the name of each Offeror will be publicly read.

Proposals must be in the actual possession of the Department of Corrections on or prior to the time and date, and at the location indicated above. Late proposals will not be considered.

Proposals must be submitted in a sealed envelope with the Request for Proposal number and the Offeror's name and address clearly indicated on the envelope. All proposals must be completed in ink or typewritten. Additional instructions for preparing a proposal are included in this Solicitation.

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

REQUESTING AGENCY:

Arizona Department of Corrections

SERVICE:

Inmate Telephone System

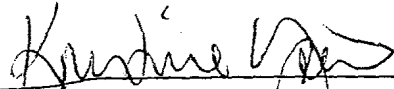
CONTRACT TYPE:

Fixed Price

CONTRACT TERM:

Sixty (60) Months with Option to Renew

"AN EQUAL EMPLOYMENT OPPORTUNITY AGENCY"

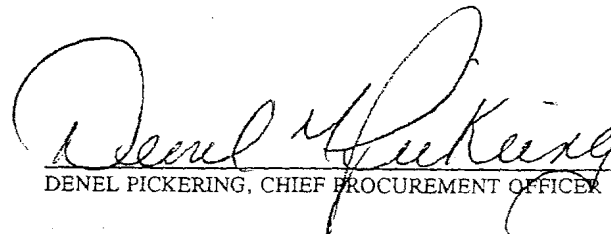

KRISTINE YAW, BUYER IV

(602) 542-1172

PHONE

April 4, 2006

DATE


DENEL PICKERING, CHIEF PROCUREMENT OFFICER

STATE OF ARIZONA
Uniform Instructions To Offerors

- 1 **Definition of Terms.** As used in these Instructions, the terms listed below are defined as follows:
- 1.1 "*Attachment*" means any item the Solicitation requires an 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 Final Proposal Revisions; and any Solicitation Amendments or Contract Amendments; and any terms applied by law.
 - 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 "*Offer*" means bid, proposal or quotation.
 - 1.8 "*Offeror*" means a vendor who responds to a Solicitation.
 - 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 "*Solicitation*" means an Invitation for Bids ("IFB"), a Request for Proposals ("RFP"), or a Request for Quotations ("RFQ").
 - 1.11 "*Solicitation Amendment*" means a written document that is signed by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
 - 1.12 "*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.
 - 1.13 "*State*" means the State of Arizona and Department or Agency of the State that executes the Contract.
- 2 **Inquiries**
- 2.1 **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 the 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, nor shall it give rise to any Contract claim.

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- 2.2 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 Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other State employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
- 2.3 Submission of Inquiries. The Procurement Officer or the person identified in the Solicitation as the contact for inquiries, except at the Pre-Offer Conference, may require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry, since it may then be identified as an Offer and not be opened until after the Offer due date and time. The State shall consider the relevancy of the inquiry but is not required to respond in writing.
- 2.4 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.
- 2.5 No Right to Rely on Verbal Responses. An Offeror shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the Solicitation.
- 2.6 Solicitation Amendments. The Solicitation shall only be modified by a Solicitation Amendment.
- 2.7 Pre-Offer Conference. If a Pre-Offer conference has been scheduled under this Solicitation, the date, time and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. Offerors should raise any questions about the Solicitation or the procurement 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 written Solicitation Amendment.
- 2.8 Persons With Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

3 Offer Preparation

- 3.1 Forms: No Facsimile, Telegraphic or Electronic Mail Offers. An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation must be legible and contain the same information requested on the forms, unless the Solicitation indicates otherwise. A facsimile, telegraphic, mailgram or electronic mail Offer shall be rejected if submitted in response to requests for proposals or invitation for bids, unless the Solicitation indicated otherwise.

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- 3.2 Typed or Ink; Corrections. The Offer shall be typed or in ink. Erasures, interlineations or other modifications in the Offer shall be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
- 3.3 Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation shall be submitted with the Offer and shall include a signature (or acknowledgment for electronic submissions, when authorized) 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 an original signature, shall result in rejection of the Offer.
- 3.4 Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted 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.
- 3.4.1 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.
- 3.4.2 Request for Proposals: All exceptions that are contained in the Offer may negatively affect the State's proposal evaluation based on the evaluation criteria as stated in the Solicitation or result in rejection of the Offer. An Offer that takes exception to any material requirement of the Solicitation may be rejected.
- 3.5 Subcontracts. Offerors shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
- 3.6 Cost of Offer Preparation. The State will not reimburse any Offeror the cost of responding to a Solicitation.
- 3.7 Solicitation Amendments. Each Solicitation Amendment shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed (or acknowledgment for electronic submission, when authorized) copy of a Solicitation Amendment may result in rejection of the Offer.
- 3.8 Federal Excise Tax. The State of Arizona is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the State.
- 3.9 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.

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- 3.10 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.
- 3.11 Identification of Taxes in Offer. The State of Arizona 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. At all times, payment of taxes and the determination of applicable taxes are the sole responsibility of the Contractor.
- 3.12 Disclosure. If the firm, business or 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 include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this 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.
- 3.13 Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:
- 3.13.1 Special Terms and Conditions;
 - 3.13.2 Uniform Terms and Conditions;
 - 3.13.3 Statement or Scope of Work;
 - 3.13.4 Specifications;
 - 3.13.5 Attachments;
 - 3.13.6 Exhibits;
 - 3.13.7 Special Instructions to Offerors;
 - 3.13.8 Uniform Instructions to Offerors.
 - 3.13.9 Other documents referenced or included in the Solicitation.
- 3.14 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).
- 3.15 Offshore Performance of Work Prohibited. Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the

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United States. Unless specifically stated otherwise in the specifications, this definition 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 proposal.

- 3.16 Electronic and Information Technology. Any electronic or information technology offered to the State of Arizona under this solicitation shall comply with A.R.S. §41-2531 and §41-2532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities. If the offeror believes that compliance with this requirement poses an Undue Burden, the offeror shall notify the procurement officer in writing at least five days before the offer due date and time.

4 Submission of Offer

- 4.1 Sealed Envelope or Package. Except for electronic submissions, when authorized, each Offer shall be submitted to the submittal location identified in this Solicitation. Offers should be submitted in a sealed envelope or container. The envelope or container should be clearly identified with name of the Offeror and Solicitation number. The State may open envelopes or containers to identify contents if the envelope or container is not clearly identified.
- 4.2 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.
- 4.3 Public Record. All Offers submitted and opened are public records and must be retained by the State. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the State. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential the specific information and submit a statement with its Offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The State shall determine whether the identified information is confidential pursuant to the Arizona Procurement Code.
- 4.4 Non-Collusion, Employment, and Services. By signing the Offer and Acceptance form or other official Contract form, the Offeror certifies that:
- 4.4.1 The Offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and
- 4.4.2 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 all applicable Federal, State and local laws and executive orders regarding employment.

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5 Evaluation

- 5.1 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.
- 5.2 Taxes. Arizona transaction privilege and use taxes shall not be considered for evaluation.
- 5.3 Late Offers. An Offer submitted after the exact Offer due date and time shall be rejected.
- 5.4 Disqualification. An Offeror (including any of its principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall have its Offer rejected.
- 5.5 Offer Acceptance Period. An Offeror submitting an Offer under this 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 Final Proposal Revision is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for one hundred-twenty (120) days from the Final Proposal Revision due date.
- 5.6 Waiver and Rejection Rights. Notwithstanding any other provision of the Solicitation, the State reserves the right to:
- 5.6.1 Waive any minor informality;
 - 5.6.2 Reject any and all Offers or portions thereof; or
 - 5.6.3 Cancel a Solicitation.

6 Award

- 6.1 Number or 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. If the Procurement Officer determines that an aggregate award to one Offeror is not in the State's best interest, all or none Offers shall be rejected.
- 6.2 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.
- 6.3 Effective Date. The effective date of this 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.

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- 7 **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 a 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 protester knows or should have known the basis of the protest. A protest shall include:
- 7.1 The name, address and telephone number of the protester;
 - 7.2 The signature of the protester or its representative;
 - 7.3 Identification of the purchasing agency and the Solicitation or Contract number;
 - 7.4 A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
 - 7.5 The form of relief requested.
- 8 **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 104, Phoenix, Arizona 85007.

STATE OF ARIZONA

Uniform Terms and Conditions

- 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 Final Proposal Revisions; 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.

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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 Parol 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.
- 2.8 Offshore Performance of Work Prohibited. Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not

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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.

- 2.9 Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, tradename, 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 the 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 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 (5) 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. 99-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 3.3 Audit. Pursuant to A.R.S. § 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 at 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.

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- 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 Electronic and Information Technology. Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this Contract shall comply with A.R.S. §41-2531 and §41-2532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

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 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.

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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 I.R.S. 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;

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.

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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:

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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 (1) 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

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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 Year 2000.

7.5.1 Notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that all products delivered and all services rendered under this Contract shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related data year 2000 issues. This warranty shall survive the expiration or termination of this Contract. In addition, the defense of *force majeure* shall not apply to the Contractor's failure to perform specification requirements as a result of any date-related data year 2000 issues.

7.5.2 Additionally, notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that each hardware, software, and firmware product delivered under this Contract shall be able to accurately process date/time data (including but not limited to calculation, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology utilized by the State in combination with the information technology being acquired under this Contract properly exchanges date-time data with it. If this Contract requires that the information technology products being acquired perform as a system, or that the information technology products being acquired perform as a system in combination with other State information technology, then this warranty shall apply to the acquired products as a system. The remedies available to the State for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this Contract. In addition, the defense of *force majeure* shall not apply to the failure of the Contractor to perform any specification requirements as a result of any date-related data year 2000 issues.

7.6 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.

7.7 Survival of Rights and Obligations after Contract Expiration or Termination.

7.7.1 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

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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.

7.7.2 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 a 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 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.

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- 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 nonconforming 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 (3) 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 interests 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.

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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).

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 and Private Prisons as identified in Attachment #4, Inmate Phone Locations.

1.1.1.1 The Department reserves the right to add or delete Prison Institutions and service locations relative to this Contract as determined by the Department.

1.1.2 Offerors interested in providing Inmate Telephone System to the Department must deliver one (1) original, eight (8) copies and one (1) CD copy of their proposal by no later than 3:00 p.m., on June 20, 2006, to the Department's Contracts Administration Office at the address on the cover page of this Solicitation.

1.2 On-Site Inspections

1.2.1 An on-site inspection will be held at each selected facility on the date and time designated below. The purpose of this inspection is for the visual evaluation of the facilities to be serviced. It is expected to take approximately 1-8 hours for the inspection at each facility.

1.2.2 Contractors are asked to completely inspect project site prior to submitting the proposal in order to determine all requirements associated with the contract. Failure to do so shall not relieve the successful contractor from the responsibility of furnishing and installing, without cost to the Department any materials and equipment or performing any labor that may be required to carry out the intent of the resulting contract.

1.2.3 Prospective bidders wishing to attend the on-site inspections shall fax the following information no later than 5:00 p.m. M.S.T., **April 28, 2006**, to Kristine Yaw at (602) 364-3790 to make arrangements to attend the on-site inspections: 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 persons onto a correctional facility. No more than 2 persons from each company shall be allowed to attend the on-site inspections.

- 1.2.4 On-site attendees must comply with Department Order #503, Employee Grooming Standards (i.e., no blue jeans or orange color clothing). A copy of this Department Order is located at www.azcorrections.gov. On-Site attendees must obtain prior approved security clearance before entering a State Prison. On-Site 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.
- 1.2.5 On-Site Inspections are as shown in Attachment #7, Prison Site Visit Schedule.
- 1.3 Pre-Proposal Conference
- 1.3.1 A Pre-Proposal Conference will be held on May 25, 2006 at 10:00 a.m. M.S.T. at the Arizona Department of Corrections, 4th Floor Training Room, 1645 W. Jefferson, Phoenix, Arizona 85007. A maximum of 3 persons from each company shall be allowed to attend the Pre-Proposal Conference due to limited space.
- 1.4 Term of Contract
- 1.4.1 The term of any resultant Contract shall commence on the date of award and shall continue for a period of sixty (60) months thereafter, contingent upon availability of funds and resources to each party with which to carry out its part of the Contract, unless renewed, terminated or canceled, as otherwise provided herein.
- 1.4.1.1 By mutual written Contract amendment, any resultant Contract may be renewed for supplemental one year periods of up to a maximum of two additional years.
- 1.5 Authority to Contract
- 1.5.1 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.
- 1.6 Offer and Acceptance
- 1.6.1 In order to allow for an adequate evaluation, the Department requires an Offer in response to this Solicitation to be valid and irrevocable for one-hundred twenty (120) days after the opening time and date.

1.7 Proposal Format

1.7.1 One (1) original, eight (8) copies and one (1) CD copy of the proposal shall be submitted on the forms and format as contained in the RFP. The proposal numbering sequence must be in accordance with the Solicitation document. All proposals, including copies, shall contain all descriptive literature, specifications, samples, etc.

1.8 Written Questions

1.8.1 Please submit any questions about the RFP needing clarification, no later than seven (7) days prior to the RFP due date, to:

Arizona Department of Corrections
Kristine Yaw, Buyer IV
1601 West Jefferson Street, M/C 55303
Phoenix, Arizona 85007-3002
(602) 364-3790 fax

1.9 Proposal Opening

1.9.1 Proposals shall be opened on the date and time, and at the place designated on the cover page of this Solicitation, unless amended in writing by the Department. The name of each Offeror shall be read at this time. All Offers and any modifications and other information received in response to this Request for Proposal shall be shown only to the authorized State personnel having a legitimate interest in them or persons assisting the State in the evaluation. After Contract award, the proposals and evaluation documents shall be open for public inspection.

1.10 Pricing

1.10.1 The method of compensation governing the Contract shall be fixed rate.

1.11 Price Increase

1.11.1 The Department may review a fully documented request for a price increase only after the Contract has been in effect for twelve (12) months. A price increase adjustment shall only be considered at the time of a Contract renewal and shall be a factor in the renewal review process. The Department shall determine whether the requested price increase or an alternate option is in the best interest of the State.

1.11.2 Price reductions may be submitted to the Department for consideration at any time during the Contract period. The Department at its own discretion may accept a price reduction.

1.11.3 The price increase adjustment, if approved, will be effective upon the effective date of the Contract renewal. Price reductions will become effective upon acceptance by the Department.

1.12 Rules

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 Multiple Awards

1.13.1 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.

1.14 Award

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

1.15 Unlawful Sexual Conduct

1.15.1 A person who is employed by the State Department of Corrections, a private 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 commits unlawful sexual conduct by engaging in oral sexual contact, sexual contact or sexual intercourse with a prisoner who is in the custody of the State Department of Corrections, a private prison facility or a city or county jail or with an offender who is under the supervision of the State Department of Corrections or a city or county.

1.15.2 A prisoner who is in the custody of the State Department of Corrections, a private prison facility or a city or county jail or an offender who is on release status and who is under supervision of the State Department of Corrections or a city or county commits unlawful sexual conduct by engaging in oral sexual contact, sexual contact or sexual intercourse with 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.

1.15.3 This section does not apply to:

1.15.3.1 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.

1.15.3.2 An offender who is on release status and who was lawfully married 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 if the marriage occurred prior to the offender being sentenced to the State Department of Corrections or incarcerated in a city or county jail.

1.15.4 Unlawful sexual conduct is a class 5 felony.

1.15.5 Unlawful sexual conduct; correctional employees; prisoners; classification; Definition A.R.S. § 13-1419.

1.16 Documents for Award

1.16.1 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.

1.17 Department Policy and Procedures

1.17.1 The Contractor shall follow all Department policies, procedures and Department orders (DO) i.e., dress code, grooming code, etc. The policies, procedures and DOs will be made available in the library, or applicable orders will be made available upon request after award.

1.17.2 In addition to the requirements set forth herein, services shall be provided in compliance with the requirements of Department written instructions including, but not limited to, DOs 116, 120, 205, 501, 503 and 602, which are hereby made part of this RFP by reference and are available on the following web site www.azcorrections.gov. Hard copies of the DOs are available upon request.

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:

- 1.20.1.1 The Contractor provides services or material that does not meet the specifications of this Contract;
- 1.20.1.2 The Contractor fails to adequately perform the services set forth in the specifications of this Contract;
- 1.20.1.3 The Contractor fails to complete the services required or to furnish the materials required within the time stipulated in the Contract;
- 1.20.1.4 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.

1.20.2 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:

- 1.20.2.1 Cancel any Contract;
- 1.20.2.2 Reserve all rights or claims of damage for breach or any covenants of the Contract;

1.20.2.3 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;

1.20.3 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:

1.20.3.1 Deduction from unpaid balance;

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

1.20.3.3 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.

1.21.1.1 Cost and Commissions.

1.21.1.2 Technical Requirements.

1.21.1.3 Vendor Qualification Requirements.

1.21.1.4 Implementation Plan.

1.21.1.5 Conformity to Uniform Terms and Conditions and Special Terms and Conditions.

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 Clause

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 "Indemnatee") 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 Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, 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.

1.24.2 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 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.

1.25.2 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.

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

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

1.25.4.1	General Aggregate	\$2,000,000
1.25.4.2	Products - Completed Operations Aggregate	\$1,000,000
1.25.4.3	Personal and Advertising Injury	\$1,000,000
1.25.4.4	Blanket Contractual Liability – Written and Oral	\$1,000,000
1.25.4.5	Fire Legal Liability	\$ 50,000
1.25.4.6	Each Occurrence	\$1,000,000

1.25.4.7 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".

1.25.4.8 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.

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

1.25.5.1	Combined Single Limit (CSL)	\$1,000,000
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1.25.5.2 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".

1.25.6 Worker's Compensation and Employers' Liability

1.25.6.1	Workers' Compensation	Statutory
1.25.6.2	Employers' Liability:	
1.25.6.3	Each Accident	\$ 500,000
1.25.6.4	Disease - Each Employee	\$ 500,000
1.25.6.5	Disease - Policy Limit	\$1,000,000
1.25.6.6	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.	
1.25.6.7	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.	

1.25.7 Professional Liability (Errors and Omissions Liability)

1.25.7.1	Each Claim	\$1,000,000
1.25.7.2	Annual Aggregate	\$2,000,000
1.25.7.3	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.	
1.25.7.4	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.	

- 1.25.7.5 The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.
- 1.25.8 **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
- 1.25.8.1 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.
- 1.25.8.2 The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
- 1.25.8.3 Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- 1.25.9 **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to (State of Arizona Department of Corrections, 1601 West Jefferson Street, M/C 55303, Phoenix, AZ 85007-3002 and shall be sent by certified mail, return receipt requested.
- 1.25.10 **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.
- 1.25.11 **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.
- 1.25.12 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.

1.25.13 All certificates required by this Contract shall be sent directly to State of Arizona Department of Corrections, 1601 West Jefferson Street, M/C 55303, 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 section.

1.25.14 **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.

1.25.15 **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

1.25.16 **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.

1.26 Independent Status of the Contractor

1.26.1 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.

1.26.2 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.

1.26.3 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.

1.27 Notice Warning

1.27.1 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 in accordance with Department Order 708 and A.R.S. § 13-2505.

Definitions A.R.S. § 13-2501.

1.28 Contraband

1.28.1 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 and Department Order 708.

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

1.28.1.1.1 By knowingly taking contraband into a correctional facility or the grounds of such a facility; or

1.28.1.1.2 By knowingly conveying contraband to any persons confined in a correctional facility; or

1.28.1.1.3 By knowingly making, obtaining, or possessing contraband in a correctional facility.

1.29 Civil Rights of Institutionalized Persons Act Compliance (CRIPA)

1.29.1 The Arizona Department of Corrections (Department) entered into an agreement with the Department of Justice regarding the matter of United States of America vs. Department of Corrections, et al. (Civil Action No. 97-476-PHX-ROS). The agreement affects all correctional and non-correctional staff with female inmate contact, including Contract providers.

1.29.1.1 The areas that impact the Contract are: 1) backgrounds on existing staff; 2) stringent pre-employment screening practices for future staff; 3) pre-service and in-service

training; 4) mandatory staff participation in sexual misconduct investigations; and 5) minimization of one on one situations where a female inmate and male staff are alone together.

THE AGREEMENT REQUIRES:

- 1.29.1.2 Background checks on all current non-correctional staff with female inmate contact. Any staff that has been convicted of or pled guilty to any felony charge from contact with a female inmate will be removed from their position.
- 1.29.1.3 All future staff with significant female inmate contact will require extensive pre-employment screening.
- 1.29.1.4 All Department Contractors will now be required to provide for each new applicant: 1) a complete background questionnaire to include drivers license number and record, past employment, past education, references, criminal arrest and criminal record; 2) be fingerprinted and screened by the Federal Bureau of Investigations; 3) NCIC/ACIC records check including law enforcement agency check or agencies where applicant has lived; 4) military discharge status; 5) investigation of whether applicant has ever worked in Department prisons, and if so, whether they were the subject of investigations and allegations of inappropriate staff-inmate behavior; and, 6) tests to access personality to be scored by a professional psychologist.
- 1.29.1.5 The Department will perform the background checks at no charge to the Contractor, however, the Contractor is responsible for the psychological testing, analysis, and personal interviews that may be required as a result of an appeal and submission of the scoring/report for review by the Department, prior to finalization of the hiring process.
- 1.29.1.6 All current and future Contract staff will be required to view a video describing inappropriate staff-inmate behavior. There will be a requirement that all staff will acknowledge, in writing, viewing of the video. The Department will provide the video to Contract providers.
- 1.29.1.7 Pre-employment training will include at least eight (8) hours of specific topics relating to inappropriate staff-inmate behavior. The Department's video will be included in the

curriculum. (Subject to clarification at a later date by the parties to the agreement, the training may be made part of the New Employee training to be provided within the first sixty (60) days of employment.)

1.29.1.8 The Department will provide the selected Contractor with a copy of the lesson plan for their use. The plan will include the topics and procedural changes affecting staff working with female inmates. In-service training will cover inappropriate staff-inmate behavior and the viewing of a video. The number of hours for in-service will be determined at a later date.

1.29.1.9 Licensed Medical Providers currently on Contract shall not be required to attend the training. Contracts issued after July 1, 1999 shall require the Contractor to attend a one (1) hour training program.

1.30 Millennium Compliance Certification

1.30.1 Prior to or at the time of proposal opening, the Contractor shall prepare and provide a "Millennium Compliance Certification" to the Department. The Millennium Compliance Certification shall set forth an unequivocal certification of the following: (1) that any and all information technology that the Contractor will deliver under this Contract will accurately process date data (including without limitation, calculating, comparing, and/or sequencing) from, into, and between the years 1999 and 2000 and the twentieth and twenty-first centuries; and (2) that any and all information technology that the Contractor will deliver under this Contract shall accurately process leap year calculations.

1.31 Millennium Compliance

1.31.1 Hardware, Software, or Firmware Contracts:

1.31.1.1 Notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that each hardware, software, and firmware product delivered under this Contract shall be able to accurately process date/time data (including but not limited to calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology utilized by the State in combination with the information technology being acquired under this Contract properly exchanges date/time data with it. If this Contract requires that the information technology products being

acquired perform as a system, or that the information technology products being acquired perform as a system in combination with other State information technology, then this warranty shall apply to the acquired products as a system. This warranty shall survive the expiration or termination of this Contract. The remedies available to the State for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this Contract. In addition, the defense of force majeure shall not apply to the Contractor's failure to perform any specification requirements as a result of any date-related data year 2000 issues.

1.31.2 Contracts not involving Hardware, Software or Firmware:

1.31.2.1 Notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that all products delivered and all services rendered under this Contract shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related data year 2000 issues. This warranty shall survive the expiration or termination of this Contract. In addition, the defense of force majeure shall not apply to the Contractor's failure to perform any specification requirements as a result of any date-related data year 2000 issues.

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 Inclusive Offeror

1.33.1 Offeror(s) are encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. This could include subcontractors for percentage of Name of Service, (Lottery Advertising included creative development, media placement or printing services). Offerors who are committing a portion of their work to such subcontractors shall do so by identifying the type of service and work to be

performed by providing detail concerning your organization's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.

1.34 Federal Immigration and Nationality Act

1.34.1 By submission of the offer, the offeror warrants that both it and all proposed subcontractors are and shall remain in compliance with all federal, state and local immigration laws and regulations 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 5 days from receipt of the request to supply adequate information. Failure to comply with this instruction or failure to supply requested information within the time frame specified shall result in the offer not being considered for contract award.

1.34.2 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.

1.35 Payment, Performance Bond and Insurance

1.35.1 Successful vendor will be required to submit a fully executed 100% Statutory Payment Bond, 100% Statutory Performance Bond and Certificate of Insurance within ten (10) days written notice of intent to award this Contract.

1.36 I.R.S. W-9 Form Request for Taxpayer Identification Number and Certification.

1.36.1 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. See Attached form.

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 for 20 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.

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 30,000 inmates in the state prison system. The Department operates 16 state prison facilities and supervises 4 privatized prison sites within the State of Arizona, which vary significantly in size and geographic location.

2.2.2 For the year of 2005 inmates completed approximately:

435,832 local calls totaling 5,813,983 minutes
479,253 intraLata calls totaling 5,103,503 minutes
356,995 interLata calls totaling 4,734,869 minutes
124,890 interState calls totaling 1,594,150 minutes
8,162 international calls totaling 87,313 minutes

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.
- 2.4.3.9 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 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, 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 inmate's 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 proposed IPS must provide a Call Alert feature. This feature will alert the Department personnel that a designated inmate is simply placing a call or is placing a telephone call to a specific number that has been assigned alert status. This status will be activated by the Department personnel at the Department's discretion.

2.4.3.24 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 collect calls are placed to cellular telephones, how billing of the collect call is processed and how the Department is notified when an inmate call is placed to a cellular telephone.

2.4.3.25 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 inmate's "Authorized Telephone Number List".

- 2.4.3.26 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.
- 2.4.3.27 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.
- 2.4.3.28 The IPS must have the capability to accept the called party's 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.
- 2.4.3.29 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.
- 2.4.3.30 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.
- 2.4.3.31 The IPS must be capable of announcing to the called party how to accept calls.
- 2.4.3.32 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.
- 2.4.3.33 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".
- 2.4.3.34 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.

- 2.4.3.35 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.
- 2.4.3.36 The Contractor must provide and install adequate lightning protection equipment on all network services supplied for the proposed IPS.
- 2.4.3.37 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.
- 2.4.3.38 The Contractor must provide, install and maintain (according to manufacturer's specifications) all IPS UPS equipment at each of the Department facilities. The Contractor must replace all UPS equipment upon expiration of the manufacturer's life cycle of the installed product.
- 2.4.3.39 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.
- 2.4.3.40 The Contractor must describe, in its response, what component redundancy is provided to limit or virtually eliminate system downtime due to hardware component failure.
- 2.4.3.41 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.
- 2.4.3.42 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 system's 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.

2.4.3.43 Telephone network services provided by the Contractor shall not be capable of being detected by the called party for calling number identification (Caller ID).

2.4.3.44 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.

2.4.3.45 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.

2.4.3.46 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.

2.4.3.47 The proposed Secure Inmate Calling 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 Department's option;
 - 2.4.4.5.3 **Duration of Call:** Maximum call duration can be set globally (all PIN's), by site, by facility area, by individual inmate's PIN, by type of call (Local, IntraLATA, InterLATA) at the Department's 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 IPS's PIN feature must ensure that the automated operator function uses the inmate's pre-recorded name (recorded in both the inmate's 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 inmate's name must be performed by the PIN assignment. This feature will be implemented at the discretion of the Department.
- 2.4.4.7 The IPS must use an announcement format similar to the following:
- 2.4.4.7.1 "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."
- 2.4.4.8 The IPS's PIN feature must allow the recording of inmate calls to be discontinued when certain pre-determined telephone numbers (privileged telephone numbers) are called.
- 2.4.4.9 The proposed IPS must provide for telephone lists to be assigned to each particular inmate's account information. These telephone lists must be restricted and controlled by the inmate's PIN.
- 2.4.4.10 The proposed IPS must allow for a minimum of 10 telephone numbers to be assigned to each particular inmate's account information. These telephone numbers shall be placed in the particular inmate's "Approved Number List" assigned to the inmate's PIN.
- 2.4.4.11 The Contractor must state the maximum number of telephone numbers assignable to each inmate's 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 inmate's "Approved Number Lists".
- 2.4.4.15 The proposed IPS must provide the capability to flag an individual telephone number in the inmate's "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 inmate's account to an individual telephone or group of telephones so that the inmate's 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 inmate's 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 Contractor's 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 inmate's 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 conduct 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 inmate's 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 a minimum of five current years of inmate call recordings.

- 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 Contractor's 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.
- 2.4.8.7 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 call recording system proposed by the Contractor must allow access to inmate call recordings from any PC on the IPS network within each facility. 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 located at the Department's Central Office. 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.
- 2.4.8.12 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 It is desirable that the IPS call monitoring capability provide a form of speech or word recognition that would alert the Department personnel when certain words or phrases were used by an inmate during an outgoing call. The Contractor must provide, in its response, a description of this capability.

2.4.9.9 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.

2.4.9.10 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 party's 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: Special Management Unit Telephones**

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 unit's inmate's 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 a special management unit telephone that allows the Department personnel to provide the handset only to the inmate thus denying access to the dial pad by the inmate. The Contractor must describe, in its response, how this is accomplished with the proposed telephone instrument.

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 outgoing 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 inmate's 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 Contractor's 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 Contractor's 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 achieved information, call detail, inmate records, etc. associated with the IPS regardless of the location of such information within the Contractor's 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 Contractor's 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 Contractor's 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 its 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. 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 agree, in its response, to this 12 hour PIN transfer requirement.

- 2.4.13.3 The Contractor must describe, in its response, how it will perform daily scheduled transfers.

- 2.4.13.4 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)
- 2.4.15.5 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 Secure 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 Contractor's 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 Equipment/System Maintenance
 - 2.4.17.1 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.
 - 2.4.17.2 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.

- 2.4.17.3 The Contractor must provide all post installation system programming and maintenance services at no cost to the Department.
- 2.4.17.4 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.
- 2.4.17.5 The Contractor must propose an IPS that provides for remote diagnostic and maintenance.
- 2.4.17.6 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.
- 2.4.17.7 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.
- 2.4.18 Response to Maintenance Calls
 - 2.4.18.1 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.
 - 2.4.18.1.1 Definition of a "Major Emergency"
 - 2.4.18.1.1.1 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".
 - 2.4.18.1.1.2 A failure of the IPS processor, its common equipment or power

supplies which render the system incapable of performing its normal functions;

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

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

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

2.4.18.1.1.6 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;

2.4.18.1.1.7 A failure of any of the system functions that results in the ability of inmates to reach a "live" operator;

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

2.4.18.1.2 Response Times for a "Major Emergency"

2.4.18.1.2.1 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.

2.4.18.1.2.2 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.

2.4.18.1.2.3 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.

2.4.18.1.3 Definition of "Routine Service"

2.4.18.1.3.1 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.

2.4.18.1.4 Response Times for "Routine Service"

2.4.18.1.4.1 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.

2.4.18.1.4.2 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.

2.4.18.1.5 Answering of Maintenance Calls

2.4.18.1.5.1 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.

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

2.4.19 Critical Component Availability

2.4.19.1 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.

2.4.19.2 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 on site 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.

2.4.20 Escalation Procedures During Service Maintenance

2.4.20.1 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.

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

- 2.4.20.2.1 A list of personnel at each level of escalation;
- 2.4.20.2.2 Contact telephone, fax, pager, cellular numbers;
- 2.4.20.2.3 Methods by which escalation is initiated; and
- 2.4.20.2.4 Criteria for escalation at each level.

2.4.20.3 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.

2.4.21 Maintenance Records

2.4.21.1 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 time of the service trouble report, the nature of the problem reported, and date/time of problem resolution.

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

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

2.4.22 Contractor Performance

2.4.22.1 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.

2.4.22.1.1 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.

- 2.4.22.1.2 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.

2.4.23 Catastrophic Network Failure Conditions

- 2.4.23.1 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.

2.4.24 Post Installation and Expansion Requirements

- 2.4.24.1 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.
- 2.4.24.2 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.
- 2.4.24.3 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.
- 2.4.24.4 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.

2.4.24.5 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.

2.4.24.6 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.

2.4.24.7 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.

2.4.24.8 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.

2.4.24.9 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.

2.4.25 System Administrators

2.4.25.1 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.

2.4.25.2 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.

2.4.25.3 The Contractor must state if the site administrators proposed for the Department will be employees or independent contractors of the Contractor.

- 2.4.25.4 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.).
- 2.4.25.5 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.
- 2.4.25.6 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 Department's new employee orientation.
- 2.4.25.7 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:
- 2.4.25.7.1 Test the IPS to ensure functionality each day;
 - 2.4.25.7.2 PIN data base initial entry (at committing sites);
 - 2.4.25.7.3 PIN changes, moves, transfers, discipline sanctions, etc.;
 - 2.4.25.7.4 Production of standard administrative and investigative reports;
 - 2.4.25.7.5 Production of customized reports as required;
 - 2.4.25.7.6 Conducting of quarterly inmate PIN list updates;
 - 2.4.25.7.7 Conducting of semi-annual scans of inmate PIN lists for the Department personnel telephone numbers, etc.;
 - 2.4.25.7.8 Initiate or facilitate maintenance and repair of the proposed IPS, as required;
 - 2.4.25.7.9 Primary Contractor point of contact for Department facilities;
 - 2.4.25.7.10 Resolve all complaints and inquiries regarding the IPS in a timely manner;
 - 2.4.25.7.11 Transfer call recordings to portable media as directed by the Department;
 - 2.4.25.7.12 Transfer of inmate PINs between Department facilities when required;

2.4.25.7.13 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.
 - 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 Contractor's 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 provided by Globe Tel*Link Corporation (GTL). 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.

2.7.3.2 The Contractor is required to provide the Department a full implementation plan for the IPS. The Contractor's 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 Contractor's 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 how they will address additional requirements referred to in Attachment #8, Requested Changes to Existing Phones.
- 2.7.3.15 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 (30 to 1 ratio) as indicated in Attachment #5, Current Inmate Capacity and Phone Types.
- 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 Department's 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 Contractor’s 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 identify a rate or rates for local, intraLata, interLata, interState, and international inmate calls. The rates may not be increased during the first year of the contract. Rates must be proposed for collect calls and one alternative calling plan such as prepaid or debit and may be per minute, flat rate, a combination (hybrid) of flat rate and per minute rate or such other rate plan as the Contractor may propose.

3.2 Commission

3.2.1 The successful Contractor will demonstrate in their proposal their method to maximize the commission to the Department at the same time minimizing costs to inmates and families. As a guideline, the Department currently receives a commission of approximately \$4 million dollars annually, based on a commission rate of 52% of the Gross Revenue generated from the existing contract. The approximate current phone rates to inmates and families are shown in Attachment #6, Current Call Rates.

3.2.2 The Contractor's proposal must show the calculated annual Gross Revenue amount as well as the proposed percentage commission of Gross Revenue the Department will receive based on the current call usage identified in paragraph 2.2.2 of the Scope of Work. See examples of calculations given in Attachment #2, Example of Contractors Cost Proposal.

3.2.3 Commissions will be paid to Department as follows:

3.2.3.1 Contractor will make an up front 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. This will continue each of the 5 year contract term and any subsequent renewals. Calculation example follows.

3.2.3.2 Example: Annual gross revenue is \$10 million. Proposed commission is 50%. Annual amount due to the Department is (\$10 million times 50% = \$5.0 million minus payments to date of \$3.5 million equals a true-up amount due the Department of \$1.5 million at each contract year end.

FEE SCHEDULE
SOLICITATION NO. 060072DC

ARIZONA DEPARTMENT OF
CORRECTIONS

3.3 Phone Rates Bid by Call Type

3.3.1 Contractor must indicate the proposed rates for the initial term of the contract for all types of calls in a table/chart as shown on page 85, Fee Schedule. Phone rates may not be increased for the first year of the contract

3.4 Inmate Call Costs Calculations

3.4.1 The Contractor must calculate Inmate call costs by using 20-minute call duration using the number of calls for each call type identified in subsection 2.2.2. For the purposes of evaluation a 70%-30% ratio of collect to alternative cost rates (i.e., pre-paid/debit) will be used. If the Contractor proposes day and night rates, the lowest rates proposed will be used provided the rates are within 5% of each other, otherwise the rates will be averaged for evaluation purposes.

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

NOTICE: The vendor acknowledges that all products delivered and all services rendered under any Contract resulting from this Solicitation shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related Year 2000 issues. The vendor further acknowledges that the defense of force majeure shall not apply to its failure to perform specification requirements as a result of any date-related data Year 2000 issues.

SALES TAX PERCENT: _____%, (See Uniform Instructions to Offerors for Formal Solicitation, Paragraph 5.2)

PROMPT PAYMENT DISCOUNT: The price(s) quoted herein can be discounted by: _____%, if payment is made within _____ days.

PLEASE CHECK THE APPROPRIATE SELECTION BELOW THAT APPLIES TO YOUR COMPANY:

- | | | | |
|---|---|--|--|
| <input type="checkbox"/> 0. Non-Small/Non-Minority/Non-Disabled | <input type="checkbox"/> 1. Small Business | <input type="checkbox"/> 2. Minority Owned Business | <input type="checkbox"/> 3. Women Owned Business |
| <input type="checkbox"/> 4. Owned By Disabled Individual | <input type="checkbox"/> 5. Small Business/Minority Owned | <input type="checkbox"/> 6. Small Business/Women Owned | <input type="checkbox"/> 7. Small Business/Disabled Owner |
| <input type="checkbox"/> 8. Minority-Women Owned Business | <input type="checkbox"/> 9. Disabled-Minority Owner Business | <input type="checkbox"/> 10. Disabled-Women Owned Business | <input type="checkbox"/> 11. Small Business/Minority-Women Owned |
| <input type="checkbox"/> 12. Small Business/Disabled-Minority Owned | <input type="checkbox"/> 13. Small Business/Disabled-Minority-Women Owned | <input type="checkbox"/> 14. None of the Above | |

FEE SCHEDULE
SOLICITATION NO. 060072DC

**ARIZONA DEPARTMENT OF
CORRECTIONS**

Contractor Cost Proposal Form

Contractor Name: _____

Contractors shall provide the dollar amount of up front payment the Department will receive at the beginning of each year of the contract term. \$_____ This up front amount shall be based on the commission rate offered. A true up payment shall be made at the end of each contract year for the balance of the commissions.

Contractor Proposed Rates

		Commission rate	0.00%			
Type of Call	Surcharge	Per minute rate			20 Minute Call Cost	Family Costs
<u>Collect</u>						
Local						\$ -
interLata						\$ -
intraLata						\$ -
interstate						\$ -
international						\$ -
						\$ -
<u>Prepaid/Debit</u>						
Local						\$ -
interLata						\$ -
intraLata						\$ -
interstate						\$ -
international						\$ -
						\$ -

<u>Call Data</u> (total calls - 2005 data)		Total Family Costs
70.00% Collect	30.00% Prepaid/Debit	\$ -
435,832	Local Calls	
479,253	interLata Calls	
356,995	intraLata Calls	
124,890	interstate Calls	
8,162	international Calls	



CERTIFICATE OF INSURANCE

SOLICITATION NO. 060072DC

VENDOR

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

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.

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

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

STATE OF ARIZONA AND THE DEPARTMENT NAMED ABOVE ARE ADDED AS ADDITIONAL INSURED AS REQUIRED BY STATUTE, CONTRACT, PURCHASE 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 CERTIFICATE IS NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY.

NAME AND ADDRESS OF CERTIFICATE HOLDER

DATE ISSUED _____

AUTHORIZED REPRESENTATIVE

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
- ☐ Fee Schedule, Page #88
- ☐ Certificate of Insurance
- ☐ Signed Attachment #1, Rules for Non-Employees
- ☐ Attachment #2, Examples of Contractors Cost Proposal
- ☐ 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, Requested Changes to Existing Phone

Note: Attention of the Offerors is called to the Insurance Requirements (see Special Terms and Conditions, Page 28, Paragraph 1.24).

**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

Examples of Contractor Cost Proposal

Contractor 1

Contractor Proposed Rates

		Commission rate		41.00%		
Type of Call	Surcharge	Per minute rate	Flat Rate		20 Minute Call Cost	Family Costs
Collect						
Local	\$ 1.50	\$ 0.20			\$ 5.50	\$ 1,677,953.20
interLata	\$ 1.50	\$ 0.30			\$ 7.50	\$ 2,516,078.25
intraLata			\$ 5.00		\$ 5.00	\$ 1,249,482.50
interstate	\$ 2.50	\$ 0.50			\$ 12.50	\$ 1,092,787.50
international	\$ 3.00	\$ 0.75			\$ 18.00	\$ 102,841.20
						\$ 6,639,142.65
Prepaid/Debit						
Local		\$ 0.10			\$ 2.00	\$ 261,499.20
interLata		\$ 0.20			\$ 4.00	\$ 575,103.60
intraLata			\$ 5.00		\$ 5.00	\$ 12,243.00
interstate	\$ 2.00	\$ 0.25			\$ 7.00	\$ 262,269.00
international	\$ 2.50	\$ 0.50			\$ 12.50	\$ 30,607.50
						\$ 1,141,722.30

Call Data (total calls - 2005 data)

Total Family Costs

70.00% Collect

30.00% Prepaid/Debit

\$ 7,780,864.95

435,832 Local Calls
479,253 interLata Calls
356,995 intraLata Calls
124,890 interstate Calls
8,162 international Calls

Examples of Contractor Cost Proposal

Contractor 2

Contractor Proposed Rates

		Commission rate	51.00%			
Type of Call	Surcharge	Per minute rate	Flat Rate		20 Minute Call Cost	Family Costs
<u>Collect</u>						
Local	\$ 1.00	\$ 0.15			\$ 4.00	\$ 1,220,329.60
interLata	\$ 1.50	\$ 0.25			\$ 6.50	\$ 2,180,601.15
intraLata	\$ 2.00	\$ 0.25			\$ 7.00	\$ 1,749,275.50
interstate	\$ 2.50	\$ 0.50			\$ 12.50	\$ 1,092,787.50
international	\$ 3.00	\$ 0.75			\$ 18.00	\$ 102,841.20
						\$ 6,345,834.95
<u>Prepaid/Debit</u>						
Local		\$ 0.05			\$ 1.00	\$ 130,749.60
interLata		\$ 0.10			\$ 2.00	\$ 287,551.80
intraLata		\$ 0.15			\$ 3.00	\$ 321,295.50
interstate	\$ 2.00	\$ 0.25			\$ 7.00	\$ 262,269.00
international	\$ 2.50	\$ 0.50			\$ 12.50	\$ 30,607.50
						\$ 1,032,473.40
<u>Call Data</u> (total calls - 2005 data)						Total Family Costs
70.00% Collect 30.00% Prepaid/Debit						\$ 7,378,308.35
435,832 Local Calls						
479,253 interLata Calls						
356,995 intraLata Calls						
124,890 interstate Calls						
8,162 international Calls						

Examples of Contractor Cost Proposal

Contractor 3

Contractor Proposed Rates

Commission rate			48.00%			
Type of Call	Surcharge	Per minute rate	Hybrid Flat Rate (15 min)	Hybrid Flat Rate (per minute charge)	20 Minute Call Cost	Family Costs
<u>Collect</u>						
Local	\$ 1.50	\$ 0.15			\$ 4.50	\$ 1,372,870.80
interLata	\$ 1.50	\$ 0.20			\$ 5.50	\$ 1,845,124.05
intraLata	\$ 1.50	\$ 0.25			\$ 6.50	\$ 1,624,327.25
interstate	\$ 2.50	\$ 0.50			\$ 12.50	\$ 1,092,787.50
international	\$ 3.00	\$ 0.75			\$ 18.00	\$ 102,841.20
						\$ 6,037,950.80
<u>Prepaid/Debit</u>						
Local			\$ 1.25	0.10	\$ 1.75	\$ 228,811.80
interLata			\$ 1.50	0.10	\$ 2.00	\$ 287,551.80
intraLata			\$ 2.50	0.10	\$ 3.00	\$ 321,295.50
interstate	\$ 2.00	\$ 0.25			\$ 7.00	\$ 262,269.00
international	\$ 2.50	\$ 0.50			\$ 12.50	\$ 30,607.50
						\$ 1,130,535.60

Call Data (total calls - 2005 data)

Total Family Costs

70.00% Collect

30.00% Prepaid/Debit

\$ 7,168,486.40

435,832 Local Calls
479,253 interLata Calls
356,995 intraLata Calls
124,890 interstate Calls
8,162 international Calls

Examples of Contractor Cost Proposal

Contractor 4

Contractor Proposed Rates

Commission rate			45.00%			
Type of Call	Surcharge	Per minute rate	Flat Rate		20 Minute Call Cost	Family Costs
<u>Collect</u>						
Local			\$ 6.00		\$ 6.00	\$ 1,830,494.40
interLata			\$ 6.00		\$ 6.00	\$ 2,012,862.60
intraLata			\$ 6.00		\$ 6.00	\$ 1,499,379.00
interstate			\$ 6.00		\$ 6.00	\$ 524,538.00
international			\$ 6.00		\$ 6.00	\$ 34,280.40
						\$ 5,901,554.40
<u>Prepaid/Debit</u>						
Local			\$ 3.00		\$ 3.00	\$ 392,248.80
interLata			\$ 3.00		\$ 3.00	\$ 431,327.70
intraLata			\$ 3.00		\$ 3.00	\$ 321,295.50
interstate			\$ 3.00		\$ 3.00	\$ 112,401.00
international			\$ 3.00		\$ 3.00	\$ 7,345.80
						\$ 1,264,618.80

Call Data (total calls - 2005 data)

Total Family Costs

70.00% Collect

30.00% Prepaid/Debit

\$ 7,166,173.20

435,832 Local Calls
479,253 interLata Calls
356,995 intraLata Calls
124,890 interstate Calls
8,162 international Calls

Examples of Contractor Cost Proposal

Contractor 5

Contractor Proposed Rates

Commission rate			42.00%			
Type of Call	Surcharge	Per minute rate	Flat Rate for 5 minutes	Per minute rate after flat rate	20 Minute Call Cost	Family Costs
Collect						
Local			\$ 0.75	0.20	\$ 3.75	\$ 1,144,059.00
interLata			\$ 0.75	0.35	\$ 6.00	\$ 2,012,862.60
intraLata			\$ 0.75	0.35	\$ 6.00	\$ 1,499,379.00
interstate	\$ 3.00	\$ 0.30			\$ 9.00	\$ 786,807.00
international	\$ 3.00	\$ 0.40			\$ 11.00	\$ 62,847.40
						\$ 5,505,955.00
Prepaid/Debit						
Local			\$ 0.75	0.15	\$ 3.00	\$ 392,248.80
interLata			\$ 0.75	0.20	\$ 3.75	\$ 539,159.63
intraLata			\$ 0.75	0.20	\$ 3.75	\$ 401,619.38
interstate	\$ 1.50	\$ 0.25			\$ 6.50	\$ 243,535.50
international	\$ 1.50	\$ 0.30			\$ 7.50	\$ 18,364.50
						\$ 1,594,927.80

Call Data (total calls - 2005 data)

Total Family Costs

70.00% Collect 30.00% Prepaid/Debit

\$ 7,100,882.80

- 435,832 Local Calls
- 479,253 interLata Calls
- 356,995 intraLata Calls
- 124,890 interstate Calls
- 8,162 international Calls

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-5 min Call per Week	One-10 min Call per Week	One-20 min Call per Week	One-5 min Call per Week

MEDIUM

Privilege	Phase I	Phase II	Phase III	Previous
<i>Inmate Phones</i>	Three-15 min Calls per Week	Five-15 min Calls per Week	Seven-15 min Calls per Week	Four-15 min Calls per Week

MINIMUM

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

CLOSE

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

DEATH ROW

Privilege	Phase I	Phase II	Phase III	Previous
<i>Inmate Phones</i>	One-10 min Call per Week	Two-10 min Calls per Week	Two-20 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

Inmate Phone Locations	
Location	Physical Address
State Prisons	
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
ASP-Picacho	25230 Picacho Blvd, Picacho, AZ 85241
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
SACRC	1275 W. Star Pass Blvd, Tucson, AZ 85713
Privatized Prisons	
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

CURRENT INMATE CAPACITY AND PHONE TYPE

Complex/Unit	Inmate Capacity	Custody Level	# of Inmate Phones	Type of Phone			
				Pedestal	Wall Mount	Wireless	Other*
ASPC-Phoenix (Entry Point)	1043		43	26	17	0	0
Reception	336	Maximum					
Inmate Worker	43	Minimum	3		3		
B-Ward	48	Maximum	1		1		
Q-Ward	6	Close					
Flamenco-M	105	Close	5		5		
Flamenco-F	22	Close	1		1		
Aspen/SPU	150	Medium	6		6		
ASP-Globe	333	Minimum	27	26	1		
ASPC-Florence	3857		84	69	0	0	15
Central Unit	961	Maximum	15				15
East Unit	702	Medium	15	15			
North Unit	1057	Minimum	33	33			
South Unit	732	Medium	11	11			
CB6	186	Maximum	3	3			
ASP-Picacho	219	Minimum	7	7			
ASPC-Eyman	4849		98	48	0	50	0
Cook Unit	1037	Medium	16	16			
Meadows Unit	1156	Medium	17	16		1	
Rynning Unit	800	Close	17	16		1	
Rynning Unit	80	Maximum					
SMU I	1008	Maximum	24			24	
SMU II	768	Maximum	24			24	
ASPC-Perryville	3109		99	89	6	4	0
Complex Isolation	6	Maximum	1		1		
Complex Detention	36	Maximum	1			1	
Complex – Bldg 45	25	Maximum	2		2		
Santa Cruz Unit	770	Mixed 2/3	20	20			
Lumley Unit	746	Mixed 3/4/5	29	25	1	3	
Minors Unit	6	All Levels	2		2		
San Pedro Unit	434	Minimum	10	10			
Santa Maria	586	Mixed 2/3	14	14			
Piestewa Unit	200	Minimum	8	8			
Santa Rosa Unit	300	Minimum	12	12			

CURRENT INMATE CAPACITY AND PHONE TYPE

ASPC-Winslow	1865		69	27	35	7	0
Coronado Unit	628	Minimum	19	19	1		
Kaibab Unit	800	Close	34		34		
ASP-Apache	374	Minimum	9	8			
CDU	39	Maximum	6			6	
ADU	24	Maximum	1			1	
ASPC-Yuma	2295		60	42	16	2	0
Cheyenne Unit	1007	Medium	17	16		1	
Cocopah Unit	392	Minimum	10	10			
Dakota Unit	896	Close	33	16	16	1	
ASPC-Lewis	4744		180	94	80	6	0
Bachman Unit	600	Minimum	18	16		2	
Bachman Detention Unit	80	Maximum	2			2	
Barchey Unit	1008	Medium	16	16			
Morey Unit	801	Close	52	16	36		
Morey Detention Unit	101	Maximum	6		4	2	
Stiner – Red Unit	450	Medium	8	8			
Stiner – Blue Unit	454	Medium	8	8			
Stiner Detention Unit	100	Maximum	8	8			
Buckley Unit	800	Close	48	16	32		
Rast Unit	350	Maximum	14	6	8		
ASPC-Safford	1717		37	35	1	1	0
Graham Unit	647	Minimum	11	11			
Tonto Unit	290	Medium	9	8	1		
ASP-Ft Grant	780	Minimum	17	16		1	
ASPC-Douglas	2440		79	76	0	0	3
Gila Unit	692	Minimum	20	20			
Maricopa Unit	230	Minimum	8	8			
Mohave Unit	927	Medium	35	32			3
Eggars Unit	200	Min/L1	8	8			
ASP-Papago	340	Minimum	8	8			
Cochise Detention	51	Maximum					
ASPC-Tucson	4496		149	73	61	0	15
Cimarron Unit	768	Mixed 3/4	32		28		4
Echo Unit	456	Minimum	8	8			
Manzanita Unit	446	Medium	13	12			1
Rincon Unit	733	Close	33		27		6
Minors Unit	198	Mixed 4/5	6		6		

CURRENT INMATE CAPACITY AND PHONE TYPE

Santa Rita Unit	770	Mixed 2/3	20	20			
Winchester Unit	528	Medium	13	12			1
Catalina Unit	300	Minimum	12	12			
SACRC	188	Medium	9	9			
SMH	29	Mixed 1-5	1				1
CDU	80	Maximum	2				2
Privatized Prisons	2856		245	134	111	0	0
Florence West	600	Minimum	51				
Marana	456	Minimum	42				
Phoenix West	400	Minimum	24	24			
Kingman	1400	Minimum	128	110			
	33271		1143	713	327	70	33

***Key to OTHER phones**

Florence - ATT Trimline Model 210, Black or Brown

Douglas - 3 desk phones

Tucson - regular phones with long cords

Key to Custody Levels

1 = Minimum

2 = Minimum

3 = Medium

4 = Close

5 = Maximum

CURRENT CALL RATES

Inmate Phone Rates as of 14 June 2005

GTL (previously AT&T) rates:

InterLATA Collect: \$3.00 surcharge plus \$0.40 per call comp fee plus \$0.30 postalized rate per minute (no more mileage rate plan).

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.

{10 minute call} = {(\$3.00 + \$0.40) + (\$0.30 * 10min)} = (\$3.40 + \$3.00) = \$6.40 (average of \$.64 per minute)

Interstate Collect: \$3.95 surcharge plus \$0.47 per call comp fee plus \$0.89 per minute.

Interstate calls are a type of a Long Distance call. AT&T was authorized to increase the per call comp to \$0.60, but our group chose not to increase it at the time, so the \$0.47 is still in effect.

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

{10 minute call} = {(\$3.95 + \$0.47) + (\$0.89 * 10min)} = (\$4.42 + \$8.90) = \$13.32 (average of 1.33 per minute)

FSH (previously Qwest) rates:

Local Collect: \$2.30 flat rate (no per minute charges).

In effect, for Local calls, regardless of whether they last one minute or 15 minutes, the rate is \$2.30, which includes the \$0.50 Pay Phone Usage Charge (FCC per call comp fee).

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

{10 minute call} = {(\$2.30 * 10min)} = \$2.30 (average of \$.23 per minute)

IntraLATA Collect: \$1.45 set-up fee plus \$0.50 Pay Phone Usage Charge (FCC per call comp) plus \$0.25 per minute.

IntraLATA calls are Long Distance calls that do not cross a LATA boundary, for instance a call from Phoenix to Flagstaff is Long Distance, but does not cross the Arizona LATA boundary, so it is an IntraLATA call carried by Qwest for FSH. This Phoenix to Flagstaff call would be charged \$4.45 for a 10 minute Collect call.

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

{10 minute call} = {(\$1.45 + \$0.50) + (\$0.25 * 10min)} = (\$1.95 + \$2.50) = \$4.45 (From Phoenix to Flagstaff)
(average of \$.45 per minute)

CURRENT CALL RATES

Current Contract rates:

International Collect: \$1.00 set-free plus whatever the foreign country rate is set at by each respective country. This rate is set by the country the inmate is calling to and this rate changes quite often. From Nov 04 to Oct 05 the following international calls occurred:

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.

Total Calls = 6,510
Total Min = 69,630
Total Rev = \$34,257

So extrapolating we get: $(\$34,257/69,630) = \0.49 per min or approx \$0.50 per minute average

{10 minute call} = {(\$1.00) + (\$0.50 * 10min)} = (\$1.00 + \$5.00) = \$6.00 (average of \$.60 per minute)

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.

PRISON SITE VISIT SCHEDULE

<i>Date/Time</i>	
8-May-06	<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
9-May-06	<i>Description</i>
0800-1200	Review ASPC-Eyman Inmate Phone Setup
1200-1300	Lunch
1300-1700	Review ASPC-Eyman Inmate Phone Setup
1700	Suggested Overnight in Florence if applicable
10-May-06	<i>Description</i>
0700-0800	Travel to Picacho Area
0900-1000	Review ASP-Picacho Inmate Phone Setup
1000-1100	Travel to Marana Area
1100-1200	Review Marana (Privatized) Inmate Phone Setup
1200-1300	Lunch
1300-1400	Travel to SACRC Area
1400-1500	Review SACRC Inmate Phone Setup
1500	Suggested Overnight in Tucson if applicable
11-May-06	<i>Description</i>
0800-1200	Review ASPC-Tucson Inmate Phone Setup
1200-1300	Lunch
1300-1600	Review ASPC-Tucson Inmate Phone Setup
1600-1800	Travel to Douglas
1800	Suggested Overnight in Douglas if applicable
12-May-06	<i>Description</i>
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

PRISON SITE VISIT SCHEDULE

15-May-06	Description
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
16-May-06	Description
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
17-May-06	Description
0800-1200	Review ASPC-Winslow Inmate Phone Setup
1200-1300	Lunch
1300-1700	Travel to Kingman Area
1700	Suggested Overnight in Kingman if applicable
18-May-06	Description
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
19-May-06	Description
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

PRISON SITE VISIT SCHEDULE

22-May-06	<i>Description</i>
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

23-May-06	<i>Description</i>
0800-1200	Review ASPC-Yuma Inmate Phone Setup
1200	Site Visits Completed

**REQUESTED CHANGES TO EXISTING PHONE SET-UP AT DEPARTMENT
LOCATIONS**

Note: The Department currently has an inmate to phone ratio of approximately 30-1.

- **ASPC-EYMAN**

Rynning Unit

- Requesting 1 additional wireless phone to be added to CDU and 1 phone per pod for a total of 17 new phones. The rationale for adding said phones will enable the completion of phone calls in CDU in a more expedient/efficient manner. In addition, by adding one phone to each pod we would be able to provide access schedules consistent with the inmate population and their daily calls.

SMU I

- Currently Eyman has twenty-four (24) wireless phones. For efficiency sake, having two per cluster, or thirty-two (32) total, would allow our officers the ability to complete two calls at once in all areas when they need to do so.

- **ASPC-WINSLOW**

Kaibab Unit

- Remove the 6 wall-mount phones and replace with portable phones in Cell Block 4 A/C. Retain the 6 cordless phones in CDU.

ASP-Apache

- Retain the wall mounted phones. In the past, a cordless phone was used in ADU, but would drop the calls. Install one higher grade phone for ADU.

- **ASPC-YUMA**

Cocopah Unit

- Add 1 Pedestal phone.

Cheyenne Unit

- Add 4 Pedestal phones.

OFFER AND ACCEPTANCE

ARIZONA DEPARTMENT OF CORRECTIONS

SOLICITATION NO. 060072DC

OFFER

Submit this form with an original signature to the Arizona Department of Corrections, 1601 W. Jefferson St., M/C 55303, Phoenix, AZ 85007-3002

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.

Arizona Transaction (Sales) Privilege

For clarification of this Offer, contact:

Tax License No.: _____

Name: _____

Federal Employer Identification

Phone: _____

No.: _____

Fax: _____

Company Name

Signature of Person Authorized To Sign Offer

Address

Printed Name

City

State

Zip

Title

OFFER ACCEPTANCE AND CONTRACT AWARD

(For State of Arizona use only)

The Offer is hereby accepted as described in the Notice of Award. The Contractor is now bound to perform based upon the Solicitation and the Contractor's Offer as accepted by the State.

INMATE TELEPHONE SYSTEM

This Contract shall henceforth be referred to as Contract No. 060072DC. The Contractor is hereby cautioned not to commence any billable work or provide a material or service under this Contract until the Contractor receives a Contract release document.

State of Arizona, Department of Corrections

Awarded this _____ day of _____ 20____

Denel Pickering, Chief Procurement Officer

DO NOT SEND TO IRS

Vendor MUST Print
or Type information

STATE OF ARIZONA

SUBSTITUTE W-9 & VENDOR AUTHORIZATION FORM

DO NOT SEND TO IRS

Vendor MUST Print
or Type information

☒ Taxpayer Identification Number (TIN) ☐ TIN Type ☐ Employer Identification Number (EIN) ☒ State of Arizona HRIS EIN
 State of Arizona Employees ONLY

☒ Legal Name
 Must match TIN above

☒ Entity Type Select one of the following

- ☐ Corporation (NOT providing health care, medical or legal services) (SA)
☐ Corporation (providing health care, medical or legal services) (5M)
☐ Partnership, LLP (5T)
☐ PLLC, LLC (5C)
☐ Individual/Sole Proprietor (6I)
☐ The US or any of its political subdivisions or instrumentalities (2G)
☐ A state, a possession of the US, or any of their political subdivisions or instrumentalities (4G)
☐ Tax-exempt organization under IRC §501 (5O)
☐ An international organization or any of its agencies or instrumentalities (5U)
☐ State of Arizona employee (1E)
☐ Other, Tax reportable entity (5P)

☒ Main Address Where tax information and general correspondence is to be mailed

DBA/Branch/Location

Address

Address continued

City

State

Zip code

☒ Remit to Address ☐ Same as Main

DBA/Branch/Location

Address

Address continued

City

State

Zip code

☒ Certification

Under Penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me) AND
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding AND
- I am a U.S. person (including U.S. resident alien).

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

The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding.

Signature

Title

Date

STATE OF ARIZONA **AGENCY** USE ONLY

VENDOR: DO NOT WRITE BELOW THIS LINE

AGY Agency Authorization

Phone #

Date

STATE OF ARIZONA **GAO** USE ONLY

VENDOR & STATE AGENCY: DO NOT WRITE BELOW THIS LINE

☐ IRS TIN Matching☐ Corporation Commission☐ HRIS☐ Other☐ Other

Vendor Number

MC

Processed by

Date Processed

SOLICITATION AMENDMENT

ARIZONA
DEPARTMENT OF CORRECTIONS
1601W. JEFFERSON, M/C 55303
CONTRACTS ADMINISTRATION
PHOENIX, ARIZONA 85007-3002
(602) 542-1172 PHONE
(602) 364-3790 FAX

REQUEST FOR PROPOSAL NO. 060072DC

AMENDMENT NO. ONE

Proposal Due Date: June 20, 2006

Solicitation Contact Person: Kristine Yaw

PLEASE NOTE: THIS AMENDMENT MUST BE SIGNED AND RETURNED AS PART OF YOUR PROPOSAL.

Inmate Telephone System

This solicitation is hereby amended as follows:

Special Terms and Conditions, Page 21, Paragraph 1.4, Term of Contract is amended as follow:

From:

1.4 Term of Contract

1.4.1 The term of any resultant Contract shall commence on the date of award and shall continue for a period of sixty (60) months thereafter, contingent upon availability of funds and resources to each party with which to carry out its part of the Contract, unless renewed, terminated or canceled, as otherwise provided herein.

1.4.1.1 By mutual written Contract amendment, any resultant Contract may be renewed for supplemental one year periods of up to a maximum of two additional years.

To:

1.4 Term of Contract

1.4.1 The term of any resultant Contract shall commence on the date of award and shall continue for a period of seven (7) years thereafter, contingent upon availability of funds and resources to each party with which to carry out its part of the Contract, unless renewed, terminated or canceled, as otherwise provided herein.

The following questions have been asked and answered:

Question 1. It has been asked if participating site inspection personnel can bring digital cameras onto the sites to photograph equipment telephone rooms and possible phone locations. Cameras would be for the exclusive purpose of photographing telephone related equipment within the various facilities that could be beneficial in preparing the response.

SOLICITATION AMENDMENT

ARIZONA
DEPARTMENT OF CORRECTIONS
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(602) 542-1172 PHONE
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REQUEST FOR PROPOSAL NO. 060072DC

AMENDMENT NO. ONE

Proposal Due Date: June 20, 2006

Solicitation Contact Person: Kristine Yaw

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Answer: Cameras are ok as long as they are declared prior to the visit. Vendor must ensure that no pictures of inmates, staff or security devices are taken. Please note that each Warden has the final say on what they will allow into their prisons.

Question 2. Can these same individuals carry cell phones onto sites during facility visits?

Answer: Cell phones will not be allowed. They must be stored in the car.

Question 3. Will each company be responsible for driving to sites or was transportation going to be provided by DOC?

Answer: The Department will not provide any transportation.

Question 4. Could you supply the phone number of each the facilities to get quotes for network?

Answer: Please see the attached Attachment No. #9, Inmate Phone Number Plan Area.

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

Offeror hereby acknowledges receipt and understanding of above amendment.

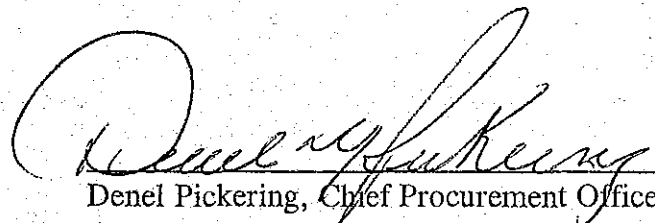
The above referenced Solicitation Amendment is hereby executed this 3rd Day of May, 2006, in Phoenix, Arizona.

Signature

Date

Typed Name and Title

Name of Company


Denel Pickering, Chief Procurement Officer

INMATE PHONE NUMBER PLAN AREA

Site	City	Phone Number	NPA-NXX
ASPC-Phoenix	Phoenix, AZ 85008	602-685-3100	602-685
ASP-Globe (Behind Fairgrounds)	Globe, AZ 85502	928-425-8141	928-425
ASPC-Florence	Florence, AZ 85232	520-868-4011	520-868
ASP-Picacho	Picacho, AZ 85241	520-466-7344	520-466
ASPC-Eyman	Florence, AZ 85232	520-868-8241	520-868
ASPC-Perryville	Goodyear, AZ 85338	623-853-0304	623-853
ASPC-Winslow	Winslow, AZ 86047	928-289-9551	928-289
ASP-Apache	Johns, AZ 85936	928-337-4845	928-337
ASPC-Yuma	San Luis, AZ 85349	928-627-8871	928-627
ASPC-Lewis	Buckeye, AZ 85326	623-386-6160	623-386
ASPC-Safford	Safford, AZ 85546	928-428-4698	928-428
ASP-Ft Grant	Ft Grant, AZ 85643	928-828-3393	928-828
ASPC-Douglas	Douglas, AZ 85607	520-632-5832	520-632
ASP-Papago	Douglas, AZ 85608	520-364-7521	520-364
ASPC-Tucson	Tucson, AZ 85734	520-574-0024	520-574
SACRC	Tucson, AZ 85713	520-884-8541	520-884
Florence West	Florence, AZ 85232	520-868-4251	520-868
Marana	Marana, AZ 85653	520-682-2077	520-682
Phoenix West	Phoenix, AZ 85009	602-352-0350	602-352
Kingman	Golden Valley, AZ 86402	928-565-2460	928-565

SOLICITATION AMENDMENT

ARIZONA
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1601W. JEFFERSON, M/C 55303
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PHOENIX, ARIZONA 85007-3002
(602) 542-1172 PHONE
(602) 364-3790 FAX

REQUEST FOR PROPOSAL NO. 060072DC

AMENDMENT NO. TWO

Proposal Due Date: June 20, 2006

Solicitation Contact Person: Kristine Yaw

PLEASE NOTE: THIS AMENDMENT MUST BE SIGNED AND RETURNED AS PART OF YOUR PROPOSAL.

Inmate Telephone System

This solicitation is hereby amended as follows:

The Proposal Due Date is being extended to July 31, 2006 at 3:00 p.m., M.S.T.

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

Offeror hereby acknowledges receipt and understanding of above amendment.

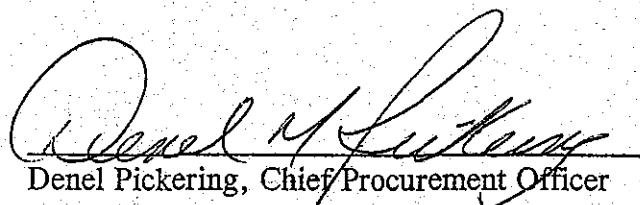
The above referenced Solicitation Amendment is hereby executed this 8th Day of June, 2006, in Phoenix, Arizona.

Signature

Date

Typed Name and Title

Name of Company


Denel Pickering, Chief Procurement Officer

SOLICITATION AMENDMENT

ARIZONA
DEPARTMENT OF CORRECTIONS
1601W. JEFFERSON, M/C 55303
CONTRACTS ADMINISTRATION
PHOENIX, ARIZONA 85007-3002
(602) 542-1172 PHONE
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REQUEST FOR PROPOSAL NO. 060072DC

AMENDMENT NO. THREE

Proposal Due Date: July 31, 2006

Solicitation Contact Person: Kristine Yaw

PLEASE NOTE: THIS AMENDMENT MUST BE SIGNED AND RETURNED AS PART OF YOUR PROPOSAL.

Inmate Telephone System

This solicitation is hereby amended as follows:

The Proposal Due Date is being extended to August 10, 2006 at 3:00 p.m., M.S.T.

The following questions have been asked and answered:

Question 1. The following sections do not apply to the contract. Should they be deleted or reworded?

Uniform Terms and Conditions

Section 2.9 Ownership of Intellectual Property, page 11

Section 3.7 Property of the State, page 12

Section 4.1 Payments, page 12

Section 4.3 Applicable Taxes, page 12-13

Section 4.4 Availability of Funds for the Next Sate Fiscal Year, page 13

Section 4.5 Availability of Funds for the Current Sate Fiscal Year, page 13

Section 7 Warranties, page 15

Section 7.7.2 Purchase Orders, page 17

Special Terms and Conditions

Section 1.30 Millennium Compliance Certification, page 34

Section 1.31 Millennium Compliance, page 34

Section 1.36 I.R.S. W-9 Form Request for Taxpayer Identification Number and Certification, page 36

Answer: The above sections do apply to this contract and will remain as written in the RFP. These are standard clauses in the Uniform Terms and Conditions and Special Terms and Conditions approved by the Arizona Department of Administration. Any exception to these clauses must be submitted by the Offerors with their proposal.

SOLICITATION AMENDMENT

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REQUEST FOR PROPOSAL NO. 060072DC

AMENDMENT NO. THREE

Proposal Due Date: July 31, 2006

Solicitation Contact Person: Kristine Yaw

PLEASE NOTE: THIS AMENDMENT MUST BE SIGNED AND RETURNED AS PART OF YOUR PROPOSAL.

Question 2. Section 1.21 Evaluation, page 26, Is there points or % assigned to these factors?

Answer: These points or percentages are determined internally for the evaluation of the proposed offers and will be public record once a contract is awarded.

Question 3. Special Terms and Conditions, section 1.35 Payment, Performance Bond and Insurance, page 36. What is the 100% based on revenue, commissions, etc.

Answer: 100% of value of the contract for the total term. The term identified for this solicitation is 7 years.

Question 4. Special Terms and Conditions, section 2.4.3.1. What data will be maintained on this centralized database?

Answer: The data that the contractor's system captures. Contractor proposal should specify what data will be maintained.

Question 5. When did GTL and FSH buy out the contract? I understand that GTL and FSH purchased the Qwest and AT&T contracts. What I am requesting is when did these two companies start doing business under AZ contract?

Answer: GTL acquired AT&T on June 2, 2005.

Question 6. Scope of Work, section 2.4.3.6, page 38, when referring to the central office facility are you referring to the facility where the contractor will house the database as described in section 2.4.3.1?

Answer: Yes.

Question 7. Scope of Work, section 2.4.3.15, page 40, is there a particular maximum ring time DOC is looking for?

Answer: The maximum ring time should be no more than six (6) rings, or one ring prior to when charges begin compounding.

Question 8. Scope of Work, section 2.4.3.19, page 40, what are the current on/off times per/institution?

SOLICITATION AMENDMENT

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REQUEST FOR PROPOSAL NO. 060072DC

AMENDMENT NO. THREE

Proposal Due Date: July 31, 2006

Solicitation Contact Person: Kristine Yaw

PLEASE NOTE: THIS AMENDMENT MUST BE SIGNED AND RETURNED AS PART OF YOUR PROPOSAL.

Answer: Institutions operate 24 hours per day/7 days per week/365 days per year. On/Off times are variable.

Question 9. Scope of Work, section 2.4.3.36, page 43, could you clarify what type of lightning protection are you looking for?

Answer: The Department is looking for lightning protection that meets the industrial standard for the equipment proposed by the contractor.

Question 10. Scope of Work, section 2.4.4.3, page 45, please describe if the inmate's PIN and commitment number are one and the same or if the PIN number is an extension of the inmate's commitment number or are they totally different number?

Answer: The Department does not use (PINS) in regard to inmate phone operations, because we do not currently have a prepaid capability. The current process is as follows: The inmate types in their inmate ID number assigned by the Department (6 digits), then speaks into the phone where identity is verified by voice print, the inmate then dials a zero (0) and then the number he or she is authorized to call. It is envisioned that the new system will have a prepaid capability, which will require the use of a Personal Identification Number: that the PIN will be assigned to the inmate by the contractor; and will be indexed with the inmate ID number assigned by the Department.

Question 11. Scope of Work, section 2.4.4.5.3, page 45, does the current vendor provide different call duration capability by call type?

Answer: No.

Question 12. Scope of Work, section 2.4.4.16, page 47, please clarify the wording in this section.

Answer: The objective is to specify which phones an inmate can or can not use.

Question 13. Scope of Work, section 2.4.4.18, page 47, currently is the inmate's PIN include the department number?

SOLICITATION AMENDMENT

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REQUEST FOR PROPOSAL NO. 060072DC

AMENDMENT NO. THREE

Proposal Due Date: July 31, 2006

Solicitation Contact Person: Kristine Yaw

PLEASE NOTE: THIS AMENDMENT MUST BE SIGNED AND RETURNED AS PART OF YOUR PROPOSAL.

Answer: No.

Question 14. Scope of Work, section 2.4.8.5, page 50, can the storage of call recording for five years be on an archived CD?

Answer: Five (5) years of content must be available in an indexed format and made available to DOC without charge. The recordings could be archived on a CD or DVD as long as they are indexed to allow for quick retrieval.

Question 15. Scope of Work, section 2.4.10.1.4.4, page 58, how many TDD devices per site does DOC require?

Answer: The Department is requiring 2 TTY/TDD devices per Complex, and 1 per Remote Unit. Privatized are considered a Remote Unit, so there would be 10 Complexes and 10 Remote Unit, for a total of 30 TTY/TDD devices required.

Question 16. Scope of Work, section 2.4.21.2, page 69, are you requesting historical records from the past 24 months or going forward with the new contract and keep them current for 24 months?

Answer: Going forward for 24 months. The contractor will need to procure a currently used Dictaphone unit and make it available at a central location for the Department investigators for a minimum of six months, in order to support new and ongoing investigations using the old call record tapes and information.

Question 17. Scope of Work, section 2.4.25.1, page 71, how many FT administrators does the DOC require?

Answer: The Department does not require a specific number of Administrators. The Offeror's proposal should include their recommendation as to how many administrators are required to support their solution.

Question 18. Scope of Work, section 2.7.3.9, page 79, what is the current format of the call records? Can data be exported into a file?

Answer: The current formats are not available. See (16) above for the method that access to the current call records will be managed.

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(602) 542-1172 PHONE
(602) 364-3790 FAX

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AMENDMENT NO. THREE

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Solicitation Contact Person: Kristine Yaw

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Question 19. Attachment #5, page 99 of solicitation, in the current inmate capacity and phone type chart, row 11 which begins with ASP-Globe, is this referring to the Globe facility and should not be included under the ASPC-Phoenix Complex or is it an actual unit in the ASPC-Phoenix complex?

Answer: ASP-Globe is a Remote Unit under the management of the Warden at ASPC-Phoenix.

Question 20. Attachment #5, page 99 of solicitation, in the current inmate capacity and phone type chart, row 18 which begins with ASP-Picacho, is this referring to the Picacho facility and should not be included under the ASPC-Florence Complex or is it an actual unit in the ASPC-Florence complex?

Answer: ASP-Picacho is a Remote Unit under the management of the Warden at ASPC-Florence.

Question 21. Attachment #5, page 100 of solicitation, in the current inmate capacity and phone type chart, row 4 which begins with ASP-Apache, is this referring to the Apache facility and should not be included under the ASPC-Winslow Complex or is it an actual unit in the ASPC-Winslow complex?

Answer: ASP-Apache is a Remote Unit under the supervision and management of the Warden at ASPC-Winslow.

Question 22. Attachment #5, page 100 of solicitation, in the current inmate capacity and phone type chart, row 25 which begins with ASP-Ft Grant, is this referring to the Ft Grant facility and should not be included under the ASPC-Safford Complex or is it an actual unit in the ASPC-Safford complex?

Answer: ASP-Ft Grant is a Remote Unit under the supervision and management of the Warden at ASPC-Safford.

Question 23. Attachment #5, page 100 of solicitation, in the current inmate capacity and phone type chart, row 31 which begins with ASP-Papago, is this referring to the Papago facility and should not be included under the ASPC-Douglas Complex or is it an actual unit in the ASPC-Douglas complex?

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(602) 542-1172 PHONE
(602) 364-3790 FAX

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Answer: ASP-Papago is a Remote Unit under the supervision and management of the Warden at ASPC-Douglas.

Question 24. Attachment #5, page 101 of solicitation, in the current inmate capacity and phone type chart, row 4 which begins with SACRC, is this referring to the SACRC facility and should not be included under the ASPC-Tucson Complex or is it an actual unit in the ASPC-Tucson complex?

Answer: SACRC is a Remote Unit under the supervision and management of the Warden at ASPC-Perryville. The supervision and management has changed from ASPC-Tucson, to ASPC-Perryville since the publication of this RFP.

Question 25. Attachment #5, page 101 of solicitation, in the current inmate capacity and phone type chart, row 8&9, what type of phones are these, pedestals, wall, wireless or other?

Answer: Wireless should be changed to cordless.

Location	# of Inmates	Classification	Total	Pedestal	Wall Mount	Cordless	Other
Florence West	600	Minimum	51	0	48	3	0
Marana	456	Minimum	42	0	42	0	0

Question 26. Attachment #5, page 101 of solicitation, in the current inmate capacity and phone type chart, row 11, what type of phones are the remaining 18 phones?

Answer: Wireless should be changed to cordless.

Location	# of Inmates	Classification	Total	Pedestal	Wall Mount	Cordless	Other
Kingman	1400	Minimum	128	18	104	6	0

Question 27. Attachment #5, page 99 of solicitation, in the current inmate capacity and phone type chart, it states, type of phone. One type listed is wireless, is AZDOC referring to cordless phones instead of wireless phone?

Answer: Yes, Wireless should be changed to cordless phones.

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(602) 542-1172 PHONE
(602) 364-3790 FAX

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Question 28. Attachment # 6, page 102, does GTL pay commission to AZ DOC for the call comp fee?

Answer: Yes.

Question 29. Attachment # 6, page 102, does FSH pay commission to AZ DOC for pay phone charge?

Answer: All commissions come from the contracted vendor GTL.

Question 30. Attachment # 8, page 107, under heading Rynning unit what type of phones will need to be added? Will they be wall mounted or pedestal?

Answer: Wireless should be changed to cordless. The chart below identifies all the phones required, including the phones that need to be added from attachment # 8.

Location	# of Inmates	Classification	Total	Pedestal	Wall Mount	Cordless	Other
Rynning Unit	800	Close	30	16		13	0
Rynning Unit	80	Maximum	4	0	0	4	0

Question 31. Attachment # 8, page 107, under heading Kaibab Unit it talks about removing the 6 wall mount phones and replacing with portable phones. If I look at attachment #5, the Kaibab unit actually has 34 wall units. Will the remaining 28 phones at Kaibab remain as wall units?

Answer: Wireless should be changed to cordless. The chart below identifies all the phones required, including the phones that need to be added from attachment # 8.

Location	# of Inmates	Classification	Total	Pedestal	Wall Mount	Cordless	Other
Kaibab	800	Close	24	0	24	0	0

Question 32. Attachment # 8, page 107, under heading ASP-Apache it talks about replacing the cordless phones with a higher grade of phone. Could you

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please request a type of phone for budgeting purposes for those of vendors who are not GTL?

Answer: The Department would like to have a standard cordless phone solution throughout the Department. We have solid steel doors & re-enforced concrete walls to penetrate, and we currently have a variety of different types of cordless phones. The Department is looking for the offeror to propose a cordless solution for those areas that require cordless phones that will meet our requirement.

Question 33. How many PCs per location is DOC requiring?

Answer: The answer to this question depends on the offerors proposed solution; the intent of the RFP is to transfer data between computer systems in order to minimize the need for administrative workstations.

Question 34. Copy of current contract.

Answer: A copy of the contract maybe obtained through the Central Procurement Services Office at \$0.25 each per page or you may schedule an appointment by calling (602) 542-1172 to review the contract at no cost.

Question 35. At RFP Uniformed Instructions to Offerers, Section 3.11 Identification of Taxes in Offer: Please clarify that this requirement is applicable solely to those costs (if any) paid for by the State of Arizona, and Contractors are not required to list every possible applicable tax associated with the indefinite number of possible called party locations and their applicable local, municipality, state, and federal tax.

Answer: This is a requirement of the RFP and will remain as written in this section. The Offeror needs to identify the applicable taxes for the services being offered.

Question 36. General, throughout solicitation (e.g. Uniform, Terms and Conditions Section 7.5, Special Terms and Conditions Sections 1.30 and 1.31, etc.) Request AZ DOC consider removing all Y2K as issues regarding Y2K would no longer apply especially considering new manufactured equipment will be installed.

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Answer: This paragraph will remain as written in the RFP. This is a standard clause in the Uniform Terms and Conditions approved by the Arizona Department of Administration.

Question 37. At RFP Special Terms and Conditions, Section 1.21 Evaluation: Will AZ DOC please provide additional detail regarding total evaluation points available for each evaluation criteria; in addition as to how "Cost and Commission" evaluation criteria is weighted (i.e. which has a greater weight of importance)?

Answer: These points are determined internally for the evaluation of the proposed offers and will be public record once a contract is awarded.

Question 38. At RFP Special Terms and Conditions, Section 1.35 Payment Performance Bond and Insurance: Because the vendor must pay an annual fee for bonds and this cost must be loaded into the business model, please provide a Fixed amount or clarify the term "100% Statutory" as it relates to this concession type contract — in other words how are the applicable amounts for the Payment and Performance Bond determined?

Answer: 100% of value of the contract for the total term. The term identified for this solicitation is 7 years.

Question 39. At RFP Scope of Work, Section 2.2.2: Will AZ DOC please provide call and minute details for January through April of 2006? In addition, can AZ DCC please provide a break down of the call and minute detail by each Department facility?

Answer: The Department does not have the call and minute details for January through April 2006.

Question 40. At RFP Scope of Work, Section 2.4.3.8, and RFP Fee Schedule Section 3.1.1; Section 2.4.3.8 specifically requires Contractors to propose both collect and pre-paid debit calling while Section 3.1.1 specifically states that Contractors are able to provide pricing on "collect calls and an alternative calling plan such as prepaid or debit"; please clarify if AZ DCC would like inmate paid debit calling services, called party prepaid services, or both as a part of the calling services available.

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Answer: The Department would like to have both types of prepaid: an inmate paid debit calling service; and a called party prepaid service capability.

Question 41. At RFP Scope of Work, Section 2.4.3.15: Please further define 'maximum 'ring time" based on AZ DOC expectations.

Answer: The maximum ring time should be no more than six (6) rings, or one ring prior to when charges begin compounding.

Question 42. At RFP Scope of Work, Section 2.4.3.24: Please specify if AZ DOC allows calls to cellular telephones today. In addition and regardless if cellular calls are allowed or disallowed, please provide additional information as to how AZ DOC would like such call attempts or calls to be 'handled' by the IPS system.

Answer: The Department does not allow cellular calls with the current inmate phone system. The Department will delete the following from this Section: "This description must include how collect calls are placed to cellular telephones, how billing of the collect call is processed and how the Department is notified when an inmate call is placed to a cellular telephone."

The Department is requesting that the offeror identify how their respective proposal operates when an inmate call is placed to a cellular telephone. The Department would assume that the calls to cellular telephones will be handled in a similar manner as other types of calls.

Question 43. At RFP Scope of Work, Section 2.4.3.29: Is "passive acceptance" as defined in this section, used in the current IPS contract? If so, please provide AZ DOCS stance (In terms of process and commission gross revenue calculations) as it relates to call party requests for refunds relating to calls connected and billed under this 'passive acceptance" definition.

Answer: The Department is removing this requirement from the RFP.

Question 44. At RFP Scope of Work, Section 2.4.4. Personal Identification Numbers (PINS); Please provide Information as to the current structure of the inmate

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PINs, total digits of the PINs, and how PINs are currently assigned to inmates.

Answer: The Department does not use (PINS) in regard to inmate phone operations, because we do not currently have a prepaid capability. The current process is as follows: The inmate types in their inmate ID number assigned by ADC (6 digits), then speaks into the phone where identity is verified by voice print, the inmate then dials a zero (0) and then the number he or she is authorized to call.

Question 45. At RFP Scope of Work, Section 2.4.6 Restrictions, Fraud Control Options and System Security; Please further define the term 'Fraud Control'. Does the term specific to inmate fraud or does the term encompass possible fraudulent activities of the called parties relating to such items as bad debt?

Answer: This section does not relate to bad debt, it is specific to inmate fraud. Please refer to subsections 2.4.6.1 thru 2.4.6.8 for further definition of "Fraud Control".

Question 46. At RFP Scope of Work, Section 2.4.7.4: Please clarify if "environmental requirement? includes such Items as air conditioning for room at which IPS equipment may be located.

Answer: Environmental requirement includes air conditioning.

Question 47. At RFP Scope of Work, Section 2.4.13 PIN Transfer Between Department Sites: Please provide Information on the process used under the existing contract.

Answer: Inmate phone information is transferred between sites using movement sheets. At the receiving facility the responsible contractor Inmate phone administrator reviews the inmate movement information and enters new inmate data for their respective site. This is done on the contractors centralized database.

Question 48. At RFP Scope of Work, Section 2.4.17.2: Request such warranty provisions be moved to the terms and conditions section and not be included in the scope of work requirements.

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Answer: This is a requirement of the RFP and will remain as written in this section.

Question 49. At RFP Scope of Work, Section 2.4.17.7: Please clarify this requirement, as the time to fix a phone due to inmate abuse (i.e. keypad or hand-set replacement) is greatly less than the time to completely remove and replace the phone.

Answer: As a clarification we are removing the last sentence, "The Contractor must replace inmate telephones requiring repair and not repair components of the inmate telephone on site at the Department."

Question 50. At RFP Scope of Work, Sections 2.4.22.1.1 and 2.4.22.1.2: Please clarify these requirements as the text is exactly the same.

Answer: 2.4.22.1.2 will be removed as duplication.

Question 51. At RFP Scope of Work, Section 2.4.25 System Administrators: Please provide information as to the number of full time and part time administrators that support AZ DOC under the current contract and their location (i.e. off site or on site — if on site which site(s)).

Answer: The Department does not have this information.

Question 52. At RFP Scope of Work, Section 2.4.25 System Administrators: If the Contractor proposes to locate administrators at Department facilities, will NV DOC provide necessary space and services (i.e. phone line, internet access, etc.) for these personnel?

Answer: The Department will provide the necessary space and services for proposed administrators. Any charges other than local phone service must be paid for by the contractor. The Department does not currently provide Contractor Inmate Phone Administrators PCs and expect the Contractor to provide their administrators PCs.

Question 53. At RFP Scope of Work, Section 2.5.1 Inmate Phone Management Criteria: Please specify if the new Management Criteria is current being used (and if

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CONTRACTS ADMINISTRATION
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(602) 542-1172 PHONE
(602) 364-3790 FAX

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so, please provide additional information as to number of inmates within each category and phase), or if it will be implemented with the new IPS.

Answer: The new Management Criteria is not currently being used. However, it will be implemented with the new IPS.

Question 54. General: Will AZ DOC require, as part of either the technical proposal requirements or contractor qualification requirements, the identification of those IPS services (including maintenance, trouble desk, called party help desk, billing, etc.) the Contractor will be providing themselves and those that will be contracted out to a third party service provider?

Answer: Yes, please refer to Uniform Instructions To Offerors section 3.5 Subcontracts, page 4 of this document for further detail.

Question 55. General: Please clarify how international calls are currently completed. Specifically are international collect calls processed through the automated attendant or via a live operator?

Answer: International collect calls are currently processed through a live operator.

Question 56. General: Please clarify the number of administrative workstations (PCs) required at each Department facility, and also the number of PC's to the located at any non-facility locations. If non-facility locations exist, please provide address and NPA-NXX information for this location.

Answer: The answer to this question depends on the proposed solution; the intent of the RFP is to transfer data between computer systems in order to minimize the need for administrative workstations.

Question 57. General: Please clarify the number of TTY/TDD devices currently required by each Department facility.

Answer: The Department is requiring 2 TTY/TDD devices per Complex, and 1 per Remote Unit. Privatized are considered a Remote Unit, so there would be 10 Complexes and 10 Remote Unit, for a total of 30 TTY/TDD devices required.

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Question 58. General: Please provide Information as to the number of outside phones which have enclosures, by Department facility. Please indicated type of enclosures installed

Answer: 660 Outside Phones have Model L31 enclosures.

Question 59. General: Please clarify if AZ DOCS will allow for the Contractor to charge the called parties a LEC/CLEC billing fee for billing of the called party collect calls via a LFC/CLEC. If so, will this fee be used in the cost of calling evaluation? Also state how this fee, if allowed, is calculated into the commissionable gross revenue.

Answer: The Department will not allow for the Contractor to charge the called parties a LEC/CLEC billing fee for billing of the called party collect calls via a LEC/CLEC.

Question 60. General: Please clarify how the overall commission percentage and the amount to be paid up front yearly are evaluated.

Answer: The Department will evaluate the Offeror's cost and commission program as identified in the RFP. The points or percentages are determined internally for the evaluation of the proposed offers and will be public record once a contract is awarded.

Question 61. General: Given that per call comp (PCC) fees do not apply to inmate calling since there are no other carrier options or payphone owners other than the Contractor; please clarify if AZ DOC will allow Contractors to charge such per call comp fees. If so, will this foe be used in the cost of call evaluation and how is a Contractor to reflect such fee in the Fee Schedule? Also state how PCC, if allowed, is calculated into the commissionable gross revenue.

Answer: The Department will allow Contractors to charge a per call comp fee. This fee will be included in the cost of call evaluation. The per call comp fee will be included as commissionable gross revenue.

Question 62. 2.4.3.37 and 38: Please consider changing this requirement to 15 minutes. Equipment necessary to provide the requested 1 hour operation is very

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expensive to purchase and maintain and is rarely if ever required and impacts the end user cost.

Answer: The Department will change the requirement to 15 minutes.

Question 63. 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.

During the site inspections cabling was identified as sub standard at various DOC facilities. Where cable is identified as sub standard wilt the contractor be responsible for upgrading all cable and station wiring to standard or will AZ DOC replace cable/wiring prior to install?

Answer: Where cable is identified as sub standard available the Department fiber cable should be used. If fiber cable is not available the Department will be responsible for upgrading the cable/wiring prior to installation. During the site visits there were two (2) sites identified that had sub standard cable, ASPC-Tucson, Santa Rita Unit and ASPC-Florence, Central Unit. The Department is in the process of installing new fiber cable to the Yard Control Offices at the Santa Rita Unit to support inmate phone system. The Department is in the process of installing new fiber cable to each housing unit at ASPC-Florence Central Unit. These efforts should be completed in a few months.

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Question 64. Page 57, Scope of Work 2.4.10.1.2.4. Our understanding is the State is requiring the incoming Contractor provide cordless telephone service in the Special Management Units. The language states the inmate must not have access to the dial pad. We are not aware of a cordless handset without a dial pad, however is it the intent of the State that the handset dial pad be disabled and all inmate calls using a cordless phone must first be dialed by DOC staff from the base station?

Answer: Section 2.4.10.1.2.4 will be modified to state that the inmate will have access to the phone dial pad.

Question 65. Page 57. Scope of Work 2.4.10.1.2.4. In DOC locations where an electrical outlet is not available for the cordless base station transformer will the State provide that electrical outlet?

Answer: The Department will provide electrical outlets where required at all locations.

Question 66. Attachment #5, Current Inmate Capacity and Required Phone Type. There seems to be several errors in the amended document passed out in Pre Bid Meeting. ASPC Douglas list 79 total phones, but 146 pedestal phones, 100 wall mount phones and 8 cordless phones. Additionally, the document shows 24 pedestal phones at Phoenix West. Our survey information indicates there are 25 wall mounts. Please confirm.

Answer: The Department has revised Attachment #5 and included at the end of this Solicitation Amendment as Attachment #5A.

Question 67. Attachment #5, Current Inmate Capacity and Required Phone Type. Would the new IPS provider be able to reduce the number of pedestal phones at ASP Globe to a number that is more in line with the overall DOC inmate to phone ratio (28:1)?

Answer: The Department has no problem with reducing the phones at ASP-Globe to equal a maximum ratio of 25 inmates per phone.

Question 68. Page 53, Scope of Work 2.4.10. Would the State specify the length of armor cord for the handsets to be installed on the standard outside/inside fixed location phones?

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Answer: 22 inches, unless the phone is for use with handicapped/wheelchair bound inmates.

Question 69. Page 50, Scope of Work 2.4.8. Would the State specify how it will access archived tape recordings from the Dictaphone system when it is replaced with the new IPS system?

Answer: The contractor will need to provide a Dictaphone unit at a centralized location for a minimum period of 6 months for the Department investigator use.

Question 70. Attachment #8, Requested Changes to Existing Phone Set-Up at Department Locations. Would the State allow the new IPS provider to exclude the requested work from the 120 day cutover timeline and perform the required changes after all DOC sites have been cut over to the new system?

Answer: Yes.

Question 71. Attachment #8, Requested Changes to Existing Phone Set-Up at Department Locations. ASPC Yuma has requested four additional phones for the Cheyenne Unit, two pedestal phones in the North Yard and two pedestal phones in the South Yard. Who is responsible for pouring the additional concrete to expand the current "hardscape" area for this expansion?

Answer: The Department is responsible for all non-phone modifications.

Question 72. Site Survey, ASPC Phoenix. Would the State DOC allow the IPS system to reside in the phone trailer where the administrative telecom switch is located? If so, would the DOC provide a dedicated electrical circuit for said system?

Answer: The Department would prefer that the IPS system at ASPC-Phoenix resided in the phone trailer, and will provide electrical circuits as needed.

Question 73. The response times written in the RFP seem to contradict themselves. On page 67, 2.4.18.1.4.1 it states if a routine service is required, Tech Support has up to four hours to respond, but if remote access to the system can not be

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accomplished, then a qualified service technician has 12 hours to be at the site for repairs. On page 68, 2.4.18.1.4.2 it states that if remote access fail, then a qualified service technician has 6 hours to be at the site for repairs. Which is correct?

Answer: Tech Support has 4 hours to respond via remote access, and 6 hours after the initial response to have a technician on site if remote access cannot resolve the problem. This section is being rewritten.

Question 74. What is the DOC's requirement for on-line storage for call detail records and recordings?

Answer: The Department requires that a minimum of sixty days worth of recordings be on-line. Any archived recordings and records will have to be verified in the Department's possession before taking that information off-line.

Question 75. It is our understanding vendors can be on more than one bid in a sub contractor role and can bid once on a prime bid. Will the DOC confirm these options?

Answer: Yes. Any vendor can subcontract with another vendor. This would not be considered a multiple bid.

Question 76. How much performance bond is needed? Is this amount a calculation based on the requirement of 100% performance and 100% payment bond?

Answer: 100% of value of the contract for the total term. The term identified for this solicitation is 7 years.

Question 77. Attachment 8, Requested Changes to Existing Phone Set-Up at Department Locations. ASPC Eyman has requested eight additional cordless phones for SMU I. Would the State DOC explain how SMU 1 is set up for phones service now and how SMU I would like to be configured based on the request to add phones?

Answer: SMU 1 has 16 runs. Currently 2 runs have no phones, 4 runs have 1 phone and 10 runs have 2 phones. SMU 1 would like to have two phones per run.

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DEPARTMENT OF CORRECTIONS
1601 W. JEFFERSON, M/C 55303
CONTRACTS ADMINISTRATION
PHOENIX, ARIZONA 85007-3002
(602) 542-1172 PHONE
(602) 364-3790 FAX

REQUEST FOR PROPOSAL NO. 060072DC

AMENDMENT NO. THREE

Proposal Due Date: July 31, 2006

Solicitation Contact Person: Kristine Yaw

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Question 78. Attachment 8, Requested Changes to Existing Phone Set-Up at Department Locations. ASPC Eyman has requested additional cordless phones for Rynning Maximum. Would the State DOC explain how Rynning Maximum is set up for phones service currently and how Rynning Maximum would like to be configured based on the request to add phones?

Answer: Rynning Maximum is asking for four additional cordless phones, one for each pod (two per control room). To clarify, all Rynning housing units would be set up the same way, for a total of 16 cordless phones in this unit.

Question 79. Also, Rynning is an intake unit and the inmates do not have access to the outside inmate telephones. Can those phones be removed to accommodate the additional cordless phone request?

Answer: No, the Rynning outside phones cannot be removed at this time. If use and revenue is insufficient after the cordless phones are in place, then they can be removed and used elsewhere

Question 80. Attachment #5, Current Inmate Capacity and Required Phone Type. ASPC Tucson list one cordless inmate phone at St. Mary's Hospital. How is this phone fed from the current ASPC Tucson inmate telephone system? Is this remote medical site required to have a monitoring phone? What is the address of this hospital?

Answer: The inmate phone at St. Mary's Hospital is fed via a leased Qwest line back to the ASPC-Tucson inmate telephone system. It is required to have a monitoring phone. The address of St. Mary's Hospital is 1601 West St Mary's Rd, Tucson.

Question 81. Will the State provide for use by the vendor state owned fiber strands at AZ DOC facilities, where available, for the extension of the IPS inmate phone stations? If so, will the vendor be able to use those strands for throughout the length of the contract?

Answer: The Department will make available state owned fiber strands for the extension of the IPS inmate phone stations and the vendor will be able to use those strands throughout the length of the contract.

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(602) 542-1172 PHONE
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Question 82. Who is the Commissary provider? If the system is an in-house system, is the same system in use at all facilities?

Answer: Keefe, PC Commissary Network LLC is the commissary provider at all but Phoenix West and Florence West Private prisons. They provide an in-house commissary.

Question 83. Who is the Jail Management System provider? If the system is an in-house system, is the same system in use at all facilities?

Answer: The Department uses an in-house system referred to as the Arizona Inmate Management System (AIMS), which is used by all facilities.

Question 84. How many computer workstations will require access to the Inmate Phone System? Where are they located? How many of these workstations do you want the Inmate Phone System Contractor to provide?

Answer:

Location	Apprx # of Workstations	Users
ASPC-Lewis	40	4 Complex I&I/36 COs
ASPC-Tucson	46	4 Complex Inv/42 COs
ASPC-Eyman	34	4 Complex Inv/30 COs
ASPC-Florence	34	4 Complex Inv/30 COs
ASP-Picacho	8	2 Complex Inv/6 COs
ASPC-Douglas	30	4 Complex Inv/30 COs
ASP-Papago	8	2 Complex Inv/6 COs
ASPC-Safford	22	4 Complex Inv/18 COs
ASP-Ft Grant	8	2 Complex Inv/6 COs
ASPC-Phoenix	40	4 Complex Inv/36 COs
ASP-Globe	8	2 Complex Inv/6 COs
ASPC-Winslow	22	4 Complex Inv/18 COs

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ASP-Apache	8	2 Complex Inv/6 COs
ASPC-Perryville	40	4 Complex Inv/36 COs
SACRC	8	2 Complex Inv/6 COs
ASPC-Yuma	22	4 Complex Inv/18 COs
Florence West	8	2 Complex Inv/6 COs
Marana	8	2 Complex Inv/6 COs
Phoenix West	8	2 Complex Inv/6 COs
Kingman	8	2 Complex Inv/6 COs
Central Office	40	Various Phoenix Locations
Total	450	

The Department does not require computer workstations for Complex Investigators or Correctional Officers, however, the contractor will be required to provide their systems administrators with workstations. The system should allow for the Department central point to control access to the system.

Question 85. Attachment #3, titled "Management Criteria", describes a new program to encourage and reward good behavior. What is the timeframe for implementation of this new phone management program? What does the term "Close" mean, and how long will inmates stay in this category?

Answer: It is anticipated that the "Earned Incentive Criteria" will be implemented sometime in 2007. The term "Close" is a classification similar to the old classification of security level 4 on a scale of (1 thru 5).

Question 86. "Scope of Work" sections 2.4.17.6 and 2.4.17.7 and 2.4.2 require the Contractor to replace components regardless of cause, including inmate vandalism or riots. Will the State agree to notify the Contractor when such acts occur and to cooperate in eliminating the problem?

Answer: Yes.

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Question 87. "Scope of Work" 2.4.8.12 says "the Contractor must retain ownership of the recording equipment". In some cases, there are financial advantages to leasing equipment. Is it the intention of the State to prohibit the Contractor from leasing any equipment or to ensure that the Contractor does not transfer control of the equipment to another for the duration of the contract?

Answer: It is not the intention of the State to prohibit the Contractor from leasing any equipment. However, it is our intent to ensure that the Contractor does not transfer control of the equipment to another for the duration of the contract.

Question 88. In "Scope of Work" 2.4.23.1. There appears to be some works missing from this paragraph, Please clarify.

Answer: 2.4.23.1 should read as follows: The Contractor must describe, in its response, the business continuity plans it has in place to minimize downtime.

Question 89. Attachment #1 requires a signature, however paragraph number 1 is confusing. It would seem the State wants to prevent its employees from receiving compensation from contractors, but this is not clear from the language. Please modify the language or explain what is meant by this paragraph?

Answer: Attachment #1 is being deleted from this RFP.

Question 90. "Scope of Work" 2.4.24.8 talks about adjusting commission if a successor contractor is not able to phase-in service within 90 days. What is the State looking for here?

Answer: The Department is looking for an appropriate penalty that the contractor would offer if the phase-in service is not completed within the agreed to 120 days. The 90 days stated in this question should be changed to 120 days. Reference section 2.7.1 "Scope of Work".

Question 91. "Special Terms and Conditions", paragraph 1.35.1, deals with the Performance Bond and Insurance requirements following Contract award. What is meant by the references to a "100% Statutory Payment Bond" and a "100% Statutory Performance Bond". Does this mean 100% of the annual

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expected commission? What is the difference between the Payment Bond and Performance Bond or are these references to the same thing?

Answer: 100% of value of the contract for the total term. The term identified for this solicitation is 7 years. A copy of the Payment and Performance Bond forms are being included with this Solicitation Amendment.

Question 92. We need to plan storage requirements for data and call recordings for each site. Can you provide the number of calls and number of minutes for each site? Are monthly figures available?

Answer: The Department does not have this information.

Question 93. Uniform Terms and Conditions paragraph 2.9 on "Ownership of Intellectual Property" does not appear to apply to an Inmate Telephone Services agreement. The doctrine of "work made for hire" usually applies to employment relationships involving a single employer who hires an employee or independent contractor to perform services on an exclusive basis. Inmate telephone service vendors usually serve numerous correctional facilities, none of whom would assert a priority or claim to the exclusion of the others. Since this section does not apply to the nature of the relationship contemplated, will the State remove this section from the RFP?

Answer: This paragraph will remain as written in the RFP. This is a standard clause in the Uniform Terms and Conditions approved by the Arizona Department of Administration. Any exception to these clauses must be submitted by the Offerors with their proposal.

Question 94. The "Uniform Terms and Conditions" paragraph 3.7 titled "Property of the State" appears intended to protect the State's property rights with respect to its own data. However, the language used could restrict the vendor's right to obtain patents and copyrights on its own intellectual property. Will the State revise the language to remove all references to computer programs, patents and copyrights?

Answer: This paragraph will remain as written in the RFP. This is a standard clause in the Uniform Terms and Conditions approved by the Arizona Department

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CONTRACTS ADMINISTRATION
PHOENIX, ARIZONA 85007-3002
(602) 542-1172 PHONE
(602) 364-3790 FAX

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of Administration. Any exception to these clauses must be submitted by the Offerors with their proposal.

Question 95. "Uniform Terms and Conditions" paragraph 5.3 titled "Assignment and Delegation" uses language that is very broad. The "assignment of certain rights" and the "delegation of duties" are reasonable and necessary actions in the normal course of business. Would the State be willing to revise the wording of this section to make its intent more clear with respect to the current RFP?

Answer: This paragraph will remain as written in the RFP. This is a standard clause in the Uniform Terms and Conditions approved by the Arizona Department of Administration. Any exception to these clauses must be submitted by the Offerors with their proposal.

Question 96. In "Uniform Terms and Conditions" paragraph 7.1 there is a paragraph on "Liens". Many companies lease equipment because there are certain financial advantages that can translate into lower rates and higher commission. In order to obtain such a lease, it is usually necessary to grant a lien to a financial institution. This is a common business practice that should not pose any risk or concern for the State. Does the State intend this section to be construed in such a manner that it would prohibit the vendor from engaging in any sort of lien even when it is a voluntary and mutually beneficial business practice? Is the State trying to prohibit only certain types of liens that might be adverse to its interests?

Answer: This paragraph will remain as written in the RFP. This is a standard clause in the Uniform Terms and Conditions approved by the Arizona Department of Administration. Any exception to these clauses must be submitted by the Offerors with their proposal.

Question 97. In "Special Terms and Conditions" paragraph 1.13 titled "Multiple Awards" it says the State may award contracts to multiple vendors. Since vendor pricing is generally based upon winning the entire contract, would vendors be permitted to reasonably adjust their terms in the event that multiple contracts are awarded?

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Answer: The Department's intent is to award a single Contract as stated in Special Terms and Conditions, Paragraph 1.14 Award.

Question 98. In the Indemnification Clause" of paragraph 1.24.1 of "Special Terms and Conditions", would the State be willing to add the words "Covered by this indemnity" to immediately follow the words "except for Claims arising"?

Answer: This is standard clause and will remain as written in the RFP. Any exception to these clauses must be submitted by the Offerors with their proposal.

Question 99. Please verify the following Complexes/Units has inmates, but no phones to make calls:

- a. Phoenix - Reception and Q-Ward.
- b. Eyman - Rynning Unit.
- c. Douglas - Cochise Detention.

Answer: ASPC-Phoenix Reception and Q-Ward do not have any inmate phones. ASPC-Eyman Rynning unit has 33 phones. ASPC-Douglas Cochise has 3 phones. The Department has revised Attachment #5 and included at the end of this Solicitation Amendment as Attachment #5A.

Question 100. Please provide estimated inmate population by custody level for the following Complexes/Units where custody level is shown as mixed in RFP Attachment #5:

- a. Perryville - Santa Cruz Unit, Lumley Unit and Santa Maria Unit.
- b. Douglas - Eggars Unit
- c. Tucson - Cimarron Unit, Minors Unit, Santa Rita Unit and SMH

Answer:

<i>Complex/Unit</i>	<i>Inmate Capacity</i>	<i>Custody Level</i>	<i>Explanation</i>
<i>ASPC-Perryville</i>			
<i>Santa Cruz Unit</i>	<i>770</i>	<i>Medium</i>	<i>Not Mixed</i>
<i>Lumley Unit</i>	<i>746</i>	<i>Maximum</i>	<i>Not Mixed</i>

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(602) 364-3790 FAX

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<i>Santa Maria Unit</i>	<i>586</i>	<i>Minimum</i>	<i>Not Mixed</i>
<i>ASPC-Douglas</i>			
<i>Eggars Unit</i>	<i>200</i>	<i>Minimum</i>	<i>Not Mixed</i>
<i>ASPC-Tucson</i>			
<i>Cimarron Unit</i>	<i>768</i>	<i>Mixed 3/4</i>	<i>256=L3 & 512=L4</i>
<i>Minors Unit</i>	<i>198</i>	<i>Mixed 4/5</i>	<i>132=L4 & 66=L5</i>
<i>Santa Rita Unit</i>	<i>770</i>	<i>Mixed 2/3</i>	<i>257=L2 & 513=L3</i>
<i>SMH (St Mary's Hospital)</i>	<i>29</i>	<i>Mixed 1-5</i>	<i>2=L1, 4=L2, 8=L3, 12=L4, 3=L5</i>

Question 101. Please provide inmate calling statistics (calls and minutes) by complex/unit and for complexes/units having multiple custody levels include by inmate custody level. Request the information for a period of no less than 6 months calling.

Answer: The Department does not have the calling statistics (call and minutes) by complex/unit, or for complexes/units having multiple custody levels by inmate custody level.

Question 102. Please provide phone availability information (i.e. times phones are available for placing calls) by complex/unit; and for complexes/units having multiple custody levels include by inmate custody level.

Answer:

<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>O-Ward</i>	<i>Close</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>Close</i>	<i>(7:00AM - 10:00PM)</i>

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<i>Aspen/SPU</i>	<i>Medium</i>	<i>(7:00AM - 8:00PM)</i>
<i>ASP-Globe</i>	<i>Minimum</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>CB6</i>	<i>Maximum</i>	<i>(24 hour)</i>
<i>ASP-Picacho</i>	<i>Minimum</i>	<i>(7:00AM - 8:00PM)</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>SMU I</i>	<i>Maximum</i>	<i>(24 hour)</i>
<i>SMU II</i>	<i>Maximum</i>	<i>(24 hour)</i>
<i>ASPC-Perryville</i>		
<i>Complex Isolation</i>	<i>Maximum</i>	<i>(No Calls @ Any Time)</i>
<i>Complex Detention</i>	<i>Medium</i>	<i>(7:00AM - 8:00PM)</i>
<i>Complex Bldg 45</i>	<i>Minimum</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>Minors Unit</i>	<i>Minimum</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>Minimum</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>ASPC-Winslow</i>		

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(602) 542-1172 PHONE
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<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>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>ASPC-Lewis</i>		
<i>Bachman Unit</i>	<i>Minimum</i>	<i>(7:00AM - 8:00PM)</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 Red Unit</i>	<i>Medium</i>	<i>(7:00AM - 8:00PM)</i>
<i>Stiner Blue 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>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>ASPC-Douglas</i>		
<i>Gila Unit</i>	<i>Minimum</i>	<i>(7:00AM - 8:00PM)</i>
<i>Maricopa Unit</i>	<i>Minimum</i>	<i>(7:00AM - 8:00PM)</i>
<i>Mohave Unit</i>	<i>Medium</i>	<i>(7:00AM - 8:00PM)</i>

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<i>Eggars Unit</i>	<i>Minimum</i>	<i>(7:00AM - 8:00PM)</i>
<i>ASP-Papago</i>	<i>Minimum</i>	<i>(7:00AM - 8:00PM)</i>
<i>Cochise Detention Unit</i>	<i>Maximum</i>	<i>(24 hour)</i>
<i>ASPC-Tucson</i>		
<i>Cimarron Unit</i>	<i>Mixed 3/4</i>	<i>(7:00AM - 10:00PM)</i>
<i>Echo Unit</i>	<i>Minimum</i>	<i>(7:00AM - 8:00PM)</i>
<i>Manzanita Unit</i>	<i>Medium</i>	<i>(7:00AM - 8:00PM)</i>
<i>Rincon Unit</i>	<i>Close</i>	<i>(7:00AM - 10:00PM)</i>
<i>Minors Unit</i>	<i>Mixed 4/5</i>	<i>(24 hour)</i>
<i>Santa Rita Unit</i>	<i>Mixed 2/3</i>	<i>(7:00AM - 8:00PM)</i>
<i>Winchester Unit</i>	<i>Medium</i>	<i>(7:00AM - 8:00PM)</i>
<i>Catalina Unit</i>	<i>Minimum</i>	<i>(7:00AM - 8:00PM)</i>
<i>SACRC</i>	<i>Medium</i>	<i>(7:00AM - 8:00PM)</i>
<i>SMH</i>	<i>Mixed (1-5)</i>	<i>(24 hour)</i>
<i>CDU</i>	<i>Minimum</i>	<i>(7:00AM - 8:00PM)</i>
<i>Privatized Prisons</i>		
<i>Florence West</i>	<i>Minimum</i>	<i>(7:00AM - 8:00PM)</i>
<i>Marana</i>	<i>Minimum</i>	<i>(7:00AM - 8:00PM)</i>
<i>Phoenix West</i>	<i>Minimum</i>	<i>(7:00AM - 8:00PM)</i>
<i>Kingman</i>	<i>Minimum</i>	<i>(7:00AM - 8:00PM)</i>

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

Question 103. A Certificate of Insurance is included in the RFP (page 86) and is included in the Checklist of items that must be included in the Proposal (page 87 of the RFP). However, "Special Terms and Conditions" section 1.35.1 states that the fully executed Certificate of Insurance must be submitted within ten days of written notice of intent to award the Contract. Does the State intend that the fully executed Certificate of Insurance be included in the Proposal, or that

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(602) 542-1172 PHONE
(602) 364-3790 FAX

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Solicitation Contact Person: Kristine Yaw

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the blank Certificate be returned with the Proposal and the fully executed Certificate be submitted upon intent to award?

Answer: A fully executed Certificate of Insurance must be submitted upon the notice of intent to award.

Question 104. "Scope of Work" section 2.4.3.9 says, "The Contractor must propose an IPS that allows for all inmate telephones to be in use simultaneously." Could the State please clarify what this means? By "in use", does the State mean all inmate phones would actually be on a call at the same time? Most correctional facilities never encounter that level of demand. To provide the system capacity for this without the corresponding usage to justify it would be expensive and would restrict the Contractor's ability to offer higher commission, lower rates, and other valuable services to the State. Alternatively, by "in use" does the State mean that all inmate telephones could be operational and available to make calls at the same time?

Answer: In this section, the Department intended the term "in use" to mean that all inmate telephones could be operational and available to make calls at the same time.

Question 105. Some of the current inmate telephones are mounted on pedestals, and some of the current inmate telephones have enclosures to reduce background noise. Do the existing pedestals and enclosures belong to the State or do they belong to the current inmate telephone service providers?

Answer: The existing pedestals and enclosures belong to the current inmate telephone service provider.

Question 106. Attachment #3 titled "Management Criteria" describes telephone privileges for inmates by "phases" and security levels. We understand that this plan has already taken effect and the procedures and phone privileges described therein are currently in force. Would the State please indicate how many inmates are in each phase of each security level?

Answer: The new Management Criteria is not currently being used. It is anticipated that the "Earned Incentive Criteria" will be implemented sometime in Calendar Year 2007 after the contract has been awarded. The current

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1601W. JEFFERSON, M/C 55303
CONTRACTS ADMINISTRATION
PHOENIX, ARIZONA 85007-3002
(602) 542-1172 PHONE
(602) 364-3790 FAX

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classification with security levels 1 thru 5, will be used until the new Management Criteria is implemented. Current Inmate Phone management criteria is found in Attachment this document.

Question 107. In Attachment #3 (page 96), Phase III of Minimum security specifies "Unlimited Calls per week". Please clarify. Does this mean unlimited duration and/or an unlimited number of calls?

Answer: The term "Unlimited Calls per week" means unlimited number of 15 minutes calls and restricted by the inmate's respective ten (10) authorized phone number call list.

Question 108. Page 36, 1.35.1. Would the State accept a certified check or letter of credit in lieu of the performance and payment bonds?

Answer: The Department will accept a certified check or cashier check made out to the Arizona Department of Corrections.

Question 109. Page 36, 1.35.1. For the performance and payment bonds, the 100% is a percentage of what? For example, 100% of one year of commissions?

Answer: 100% of value of the contract for the total term. The term identified for this solicitation is 7 years.

Question 110. Will the State consider multiple bids? In other words, is it possible to submit a proposal as the "Prime" on one bid and be a "sub-contractor" to another vendor on their proposal?

Answer: Yes. Any vendor can submit a proposal as the prime and be a subcontractor with another vendor. This would not be considered a multiple bid.

Question 111. Page 18

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 interests 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

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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

Will State consider eliminating this condition? It is anticipated that there will be substantial costs to provision the system and those costs may not be fully amortized until the final contract year. Termination for Cause is certainly appropriate and there are no objections to this clause.

Answer: This paragraph will remain as written in the RFP. This is a standard clause in the Uniform Terms and Conditions approved by the Arizona Department of Administration. Any exception to these clauses must be submitted by the Offerors with their proposal.

Question 112. Page 23, 1.13 and Page 37, 2.1

Please review the following RFP items;

1.13 Multiple Awards

1.13.1 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.

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

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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 for 20 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.

There is an apparent conflict between these sections pertaining to the award of contract to a single contractor or to multiple contractors. Please clarify the intent of the State.

Answer: The Department's intent is to award a single Contract as stated in Special Terms and Conditions, Paragraph 1.14 Award.

Question 113. Page 36

1.35 Payment, Performance Bond and Insurance

1.35.1 Successful vendor will be required to submit a fully executed 100% Statutory Payment Bond, 100% Statutory Performance Bond and Certificate of Insurance within ten (10) days written notice of intent to award this Contract.

Please clarify if the State requires a 100% Statutory Payment Bond and a 100% Statutory Performance Bond. Or, are these intended to be one in the

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same? Also, what does the State expect the Bond amount to be predicated on (e.g. anticipated first year's commission estimate)? Due to the anticipated amount, will the State consider extending the timeframe to 20 days after award?

Answer: 100% of value of the contract for the total term. The term identified for this solicitation is 7 years. Payment, Performance Bond and Insurance must be submitted upon the notice of intent to award.

Question 114. Page 47, 2.4.5.1, Page 61, 2.4.12.4; Page 71, 2.4.25.1

2.4.5.1 The Contractor must propose an IPS that can be administered by a Contractor's Centralized Administrator or the Department personnel.

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.).

2.4.25.1 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.

Does the State expect an on-site administrator or can administrative functions provided by the vendor be managed remotely? Does the State expect a certain number of System Administrators?

Answer: This has been dealt with in question set 2, number 17. DOC does not require a specific number of Administrators. The offerors proposal should include in their recommendation how many administrators are required to support their solution.

The answer to this question depends on the proposed solution; the intent of the RFP is to transfer data between computer systems in order to minimize the need for System Administrators working at the Prisons.

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Question 115. Page 43 Item 2.4.3.37, 2.4.3.38, and 2.4.3.39

These sections on page 43 are all concerned with the provision of UPS equipment. Sustaining all of the IPS features and functions (including recording) for a minimum of one hour would require a UPS of considerable size and expense. In general terms, a UPS is intended to supply power to the system for a short time;

1. Until commercial power is re-established
2. Until back-up generator power is established
3. Or, barring the establishment of commercial or generator power, the UPS is designed to supply battery power long enough to allow the system to facilitate a managed shut down of calls in progress and save all data on the system before powering down pending the re-establishment of commercial or generator power.

Does the State intend to supply back-up (generator) power to the IPS? Is the State aware of the physical size of a UPS capable of sustaining the complete IPS for one hour? Is the State prepared to provide the physical space at all facilities that such UPS would require?

Answer: The Department will change the requirement to 15 minutes.

Question 116. Page 63 and 64 Item 2.4.16 Training

Following initial installation and training on-site, will the State accept additional training via web-based video conferencing to allow multiple sites and employees to be trained at one time? Doing so would save DOC employee time and expense and allow training to be updated more frequently.

Answer: The Department will accept web-based video conferencing training where the sites have the equipment to do so, with the proviso that if the training is insufficient from the Department's viewpoint, that on-site training would then be available.

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Question 117. Page 49

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.

Please explain your reference on page 49 to "inadequate outside network plant facilities at the Department facility". Is this the cabling provided by the LEC or owned by the State?

What infrastructure work will the State do to enable the successful implementation of a new system? Who is the State contact for Information Technology (IT) and Infrastructure? May we speak to these people? This would greatly assist in correctly assessing the true cost to provision the IPS.

Is it possible to obtain the State's budgeted long range plan, specifically to identify any expansions or new construction that may be contemplated over the contract term?

Due to the age and condition of the facilities, and their location, it is anticipated that there may be insufficient outside plant facilities at some sites to support the bandwidth requirements needed to provide the centralized system the State is looking for. If there are facilities that can not be connected to the centralized system as a result of this bandwidth problem, is the State willing to work with the successful vendor to design an alternative solution?

Answer: This is the cabling provided by the LEC.

Where cable is identified as sub standard available the Department fiber cable should be used. If fiber cable is not available the Department will be responsible for upgrading the cable/wiring prior to installation. During the

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site visits there were two (2) sites identified that had sub standard cable, ASPC-Tucson, Santa Rita Unit and ASPC-Florence, Central Unit. The Department is in the process of installing new fiber cable to the Yard Control Offices at the Santa Rita Unit to support inmate phone system. The Department is in the process of installing new fiber cable to each housing unit at ASPC-Florence Central Unit. These efforts should be completed in a few months.

State contact for Information Technology (IT) and Infrastructure will not be available for discussion until after the contract is awarded.

There are no budgeted long range plans to expand current facilities or for new construction.

Yes, after the contract is awarded. The Offeror's solution must identify the required bandwidth and assumptions made regarding bandwidth, in their respective proposal.

Question 118. Page 50

2.4.8.5 The call recording system proposed by the Contractor must be capable of storing a minimum of five current years of inmate call recordings.

Due to the anticipated storage of this amount of call recordings will the State accept alternative methods of storage/retrieval, as long as the solution meets or exceeds the 5 year requirement?

Answer: Five (5) years of content must be available in an indexed format and made available to DOC without charge. The recordings could be archived on a CD or DVD as long as they are indexed to allow for quick retrieval.

Question 119. Page 54

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.

Please define "construction" costs. For instance, if the facility wants to add phones to a specific area but said area does not allow for the installation due

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(602) 542-1172 PHONE
(602) 364-3790 FAX

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to wall condition or lack of foundation, who is responsible for the costs to build out the wall or put in a foundation? Typically those costs are assumed by the customer. Once the location is made suitable for installation your vendor would complete the wiring and install the set.

Answer: The Department will assume the work and costs associated with yard construction, such as foundations, concrete and walls.

Question 120. Page 54

2.4.10.1.1.2 of the RFP states that "All Inmate Telephone Equipment must be of new manufacture".

If the existing equipment including enclosures, sets, pedestals, cut-off keys, and Melco monitoring equipment are in good condition can they be reused or sold in place to the selected IPS provider?

Answer: The proposal must be based on replacing all equipment with new manufactured telephone items and/or equipment. Once that proposal has been identified the Offeror may identify those specific items and/or equipment that they determine to be in good working condition, and the cost differential associated with each specific item and/or piece of equipment, if used in the stead of, new manufactured items and/or equipment. It must be shown how this differential would affect commissions, cost of phone calls, and the benefit to administrative and manageability of the system. The intent is to use the cost of new manufactured items and/or equipment as a baseline, and then compare the inclusion of used items and/or equipment with the baseline and identify the benefit of used items and/or equipment.

Question 121. Page 58

2.4.10.1.4.4 of the RFP states: "The Contractor must provide adequate TDD/TTY or suitable devices to each of the Departments facility".

How many TDD/TTY devices does the DOC consider "adequate" at each facility?

Answer: The Department is requiring 2 TTY/TDD devices per Complex, and 1 per Remote Unit. Privatized are considered a Remote Unit, so there would be 10 Complexes and 10 Remote Unit, for a total of 30 TTY/TDD devices required.

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(602) 542-1172 PHONE
(602) 364-3790 FAX

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Question 122. Page 77

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.

It is anticipated that the complete installation will exceed 120 days. This is due to the scope, location, and networking limitations in addition to anticipated infrastructure upgrade requirements. Invariably issues become uncovered when working directly with the facilities that are unknown today and were not uncovered during the site visits. Will the State accept a plan that is longer than 120 days if said plan includes the level of detail noted above?

Answer:

The proposal must provide a detailed implementation plan that does not exceed 120 days and offer an appropriate penalty if the plan is not met. Where unanticipated issues are identified, they will be dealt with at the time of discovery and arbitrated at that time. Once the 120 day implementation plan baseline has been identified the Offeror may identify a longer implementation plan that specifies a specific timeframe and the cost differential associated with the longer timeframe. They must also specify an appropriate penalty if the longer plan is not met. The intent is to ensure that the implementation of the new inmate telephone system is accomplished as quickly as possible and does not go on indefinitely.

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(602) 542-1172 PHONE
(602) 364-3790 FAX

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Question 123. Page 78, 2.7.3.1 and Page 79, 2.7.3.9

2.7.3.1 The Department is presently utilizing an IPS provided by Globe Tel*Link Corporation (GTL). 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 state.

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.

Implementation planning for everyone, with the exception of the incumbent, will be highly dependent upon the incumbent's ability to meet certain timeframes. In other words, our plan can include what we would consider to be reasonable transition but the incumbent may be unable (not to be construed as unwilling) to meet the dates. What is the State's position?

The transferring of current database information, specifically call records, between disparate systems may be impractical, perhaps even impossible. Typically a vendor can export certain information, such as PINS, attorney numbers, current blocked number tables, etc. What is not generally done is the full transfer of profiles or call records. For the State's purposes, please define the level of detail or provide an example of an inmate profile and call record (redacted, if necessary) it expects to be transferred.

Answer:

The Offeror must consider the potential of the incumbent not being capable of meeting certain timeframes in their respective proposal. Once the contract has been awarded the Department would expect the successful contractor to negotiate with the incumbent, if that is necessary, to remove equipment, sell, or lease, in place equipment, until it can be removed. If the incumbent does not have the ability to meet certain timeframes, then the Department will consider the equipment abandoned and will remove the equipment to meet

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(602) 542-1172 PHONE
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the timeframe required. The equipment will then be disposed of by the Department.

The Department would expect that the Offeror would identify in their respective proposal the information they deem crucial to the management of their solution and the data that would need to be transferred from the old system.

Question 124. Page 83

3.2.1 The successful Contractor will demonstrate in their proposal their method to maximize the commission to the Department at the same time minimizing costs to inmates and families. As a guideline, the Department currently receives a commission of approximately \$4 million dollars annually, base on a commission rate of 52% of the Gross Revenue generated from the existing contract. The approximate current phone rates to inmates and families shown in Attachment #6, Current Call Rates.

Please provide a detailed breakdown of the prior 12 months or complete 2005 report of the gross revenue, by call and payment type (e.g. collect, prepaid, debit, local, international, etc) by facility. Is the State receiving 52% commission on all revenue Local, IntraLATA, InterLATA/Intrastate, Interstate, and International calls?

Answer: The Department does not have a detailed breakdown of the prior 12 months or a complete 2005 report of the gross revenue, by call and payment type by facility.

Yes, the Department believes that the State is receiving 52% commission on all revenue Local, IntraLATA, InterLATA/Intrastate, Interstate, and International calls.

Question 125. The following questions are associated with the recently completed site visits:

Each control room with the exception of the new Kingman facility has manual "cut-off" switches to turn off phones within view of the officers. Will computer controlled cut-off be acceptable for this purpose, or will these

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manual cut-off switches remain a requirement? If manual cut-off switches remain a requirement, will the State or the current vendor be installing infrastructure (conduit, wiring) at the Kingman facility for the installation of manual cut-off keys?

Answer: Computer controlled cut-off switches would be acceptable.

Question 126. Monitoring capabilities are currently required at each control room where inmate telephones can be observed by correctional officers. The current equipment utilized to perform this function is obsolete and not replaceable. This monitoring could be performed utilizing State provided computers (sufficiently equipped and connected to the internet). Is the State willing to explore this option and provide the computers to allow for it?

Answer: The Department is willing to explore this option.

Question 127. Define "telephone cabling" as to what type, pair count and gauge. Is the Contractor required to provide this cabling and wiring from IDF to station at all current and future inmate telephone locations?

Answer: Cabling is owned by the Department and will be taken care of by the Department.

Question 128. Will the Fiber to the control room at Tucson (Wilmont Santa Rita Unit) be available for the inmate telephones before platform replacement?

Answer: Yes.

Question 129. What is your standardized handset cord length? If this length is different by facility please provide those specific lengths requested by facility.

Answer: The standardized handset cord length is 22", unless the telephone is a handicapped station.

Question 130. During the site visits, on site DOC contacts requested telephone sets that did not match the RFP requirements, i.e., speaker phones, 2500 sets, trimline sets, and cordless phones. Will vendors be required to provide sets not outlined in the RFP?

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Answer: No.

Question 131. Florence Central unit stated they wanted additional jacks on floors where there is currently no wiring. The RFP does not include this request. Will the DOC have this wiring in place prior to the installation of the new system?

Answer: Yes.

Question 132. Can phones that are experiencing minimal or no usage be moved to other locations or removed completely if the vendor can show verifiable data that the phone(s) are not being used?

Answer: Yes, only after the contract has been awarded and the Department agrees with the recommendation. The Offeror's proposal must be based on the current placement of phone specified in the RFP, with the exception of ASP-Globe. The Department has no problem with reducing the phones at ASP-Globe to equal a maximum ratio of 25 inmates per phone.

Question 133. Will the DOC provide infrastructure (house cable, conduit, concrete platforms, etc.) for any inmate phone location requested after contract signing that is not currently in service?

Answer: Yes.

Question 134. Phone totals for individual sites differ from figures provided in the RFP. Will the phone totals be corrected or inmate phones added or removed to comply with the RFP amounts?

Answer: The RFP phone totals have been modified to reflect the phone inventory. The Department has revised Attachment #5 and included at the end of this Solicitation Amendment as Attachment #5A.

Question 135. Will the inmate telephone system selected be installed at all sites, including the privately owned prisons, and will the system requirements be identical for those facilities?

Answer: Yes.

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Question 136. In Tucson there is currently a special circuit connecting St. Mary's Hospital to the Wilmont facility - will the vendor need to continue providing this circuit?

Answer: Yes.

Question 137. There are pay telephones for visitor use at several DOC facilities. Is there a requirement to continue providing pay telephones at those locations by the successful vendor?

Answer: No.

Question 138. At Eyman/Rynning please provide the telephone circuit path from MPOP to CDU.

Answer: The current inmate phone telephone circuit path travels via copper to the administration building phone room, then via copper to the CDU building. The Department has a remote PBX unit at Rynning, so the copper use between Rynning and the MPOP is minimized. Fiber has been run between the MPOP and Rynning, also from the Rynning administration building to the housing units, a fiber line from the administration building to the CDU building is made available.

Question 139. At Picacho the State phone cable regularly fails. A work order was issued by the State to have it replaced, however the release of this RFP caused that work to be delayed indefinitely. Is the DOC going forward to complete work on the phone cable at Picacho? Also, please provide the phone circuit path a Picacho.

Answer: The copper cabling is failing between the DMARC and the Department PBX trailer. This is in the process of being replaced, and will be made available for the inmate phone system.

Question 140. At Cimarron Unit the copper is failing. Will the copper be replaced? Is fiber available to all housing units?

Answer: Fiber has been pulled to all housing units. The Department does not intend to replace the copper cabling going to the housing units.

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1601 W. JEFFERSON, M/C 55303
CONTRACTS ADMINISTRATION
PHOENIX, ARIZONA 85007-3002
(602) 542-1172 PHONE
(602) 364-3790 FAX

REQUEST FOR PROPOSAL NO. 060072DC

AMENDMENT NO. THREE

Proposal Due Date: July 31, 2006

Solicitation Contact Person: Kristine Yaw

PLEASE NOTE: THIS AMENDMENT MUST BE SIGNED AND RETURNED AS PART OF YOUR PROPOSAL.

Question 141. At Tucson Wilmont/Echo Units the copper cable is bad between yard control and building 8. Will the DOC replace this copper prior to the new inmate phone system install?

Answer: The Department is presently replacing this cable with a fiber line.

Question 142. To accommodate fiber and cordless usage will the DOC be providing both copper and fiber?

Answer: The Department will provide fiber where possible, and copper only where fiber is not available.

Question 143. On new construction or remodels will the DOC be providing both copper and fiber?

Answer: The Department will provide fiber to the building on new construction or remodels, and copper only from that point to the phone.

Question 144. At Florence West the copper "house" cable to building 3 has failed. As this is one of the privately operated facilities, is the State or the private prison owner responsible for maintaining or replacing cable at this facility? Will the State commit to making sure this cable is replaced prior to the installation of the new inmate phone system?

Answer: The Department will insure that the cable is replaced prior to the installation of the new inmate phone system.

Question 145. Is it the DOC's position that the IPS Contractor will be responsible for repairing or replacing existing cable including conduit from the MPOP to the inmate phones? Would this include cabling between buildings and house riser cable?

Answer: The Department will be responsible for cabling inside the prison. Where cable is identified as sub standard available the Department fiber cable should be used. If fiber cable is not available the Department will be responsible for upgrading the cable/wiring prior to installation. During the site visits there were two (2) sites identified that had sub standard cable, ASPC-Tucson, Santa Rita Unit and ASPC-Florence, Central Unit. The

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Department is in the process of installing new fiber cable to the Yard Control Offices at the Santa Rita Unit to support inmate phone system. The Department is in the process of installing new fiber cable to each housing unit at ASPC-Florence Central Unit. These efforts should be completed in a few months.

Question 146. The State purchased "Adtran" equipment to support inmate phones over fiber at Piestewa, Santa Rosa, Eggers, and Catalina Units. Who is responsible for the cost of repairing and maintaining these Adtran units?

Answer: The proposal must be based on replacing all equipment with new manufactured telephone items and/or equipment. Once that proposal has been identified the Offeror may identify those specific items and/or equipment that they determine to be in good working condition, and the cost differential associated with each specific item and/or piece of equipment, if used in the stead of, new manufactured items and/or equipment. It must be shown how this differential would affect commissions, cost of phone calls, and the benefit to administrative and manageability of the system. The intent is to use the cost of new manufactured items and/or equipment as a baseline, and then compare the inclusion of used items and/or equipment with the baseline and identify the benefit of used items and/or equipment.

The contractor may or may not use this equipment depending on whether it is compatible with their solution. If used, the contractor will assume the responsibility for maintenance and repair.

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ATTACHMENT #5A
SOLICITATION NO. 060072DC

ARIZONA DEPARTMENT OF
CORRECTIONS

CURRENT INMATE CAPACITY AND PHONE TYPE

Complex/Unit	Inmate Capacity	Custody Level	# of Inmate Phones	Type of Phone			
				Pedestal	Wall Mount	Wireless	Other
ASPC-Phoenix (Entry Point)	1043		43	25	18	0	0
Reception	336	Maximum	0	0	0	0	0
Inmate Worker	43	Minimum	3	0	3	0	0
B-Ward	48	Maximum	1	0	1	0	0
Q-Ward	6	Close	0	0	0	0	0
Flamenco-M	105	Close	5	0	5	0	0
Flamenco-F	22	Close	1	0	1	0	0
Aspen/SPU	150	Medium	7	0	7	0	0
ASP-Globe	333	Minimum	26	25	1	0	0
ASPC-Florence	3857		99	70	0	29	0
Central Unit	961	Maximum	23	0	0	0	0
East Unit	702	Medium	15	15	0	0	0
North Unit	1057	Minimum	37	37	0	0	0
South Unit	732	Medium	11	11	0	0	0
CB6	186	Maximum	6	0	0	0	0
ASP-Picacho	219	Minimum	7	7	0	0	0
ASPC-Eyman	4849		114	32	16	66	0
Cook Unit	1037	Medium	16	16	0	0	0
Meadows Unit	1156	Medium	17	16	0	1	0
Rynning Unit	800	Close	17	0	16	1	0
Rynning Unit	80	Maximum	16	0	0	16	0
SMU I	1008	Maximum	24	0	0	24	0
SMU II	768	Maximum	24	0	0	24	0
ASPC-Perryville	3109		86	80	2	4	0
Complex Isolation	6	Maximum	0	0	0	0	0

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Complex Detention	36	Maximum	1	0	0	1	0
Complex - Bldg 45	25	Maximum	2	0	2	0	0
Santa Cruz Unit	770	Mixed 2/3	21	20	0	1	0
Lumley Unit	746	Mixed 3/4/5	21	20	0	1	0
Minors Unit	6	All Levels	0	0	0	0	0
San Pedro Unit	434	Minimum	11	10	0	1	0
Santa Maria	586	Mixed 2/3	10	10	0	0	0
Piestewa Unit	200	Minimum	8	8	0	0	0
Santa Rosa Unit	300	Minimum	12	12	0	0	0
ASPC-Winslow	1865		61	27	24	10	0
Coronado Unit	628	Minimum	19	19	0	0	0
Kaibab Unit	800	Close	24	0	24	0	0
ASP-Apache	374	Minimum	9	8	0	1	0
CDU	39	Maximum	6	0	0	6	0
ADU	24	Maximum	3	0	0	3	0
ASPC-Yuma	2295		66	46	16	4	0
Cheyenne Unit	1007	Medium	22	20	0	2	0
Cocopah Unit	392	Minimum	10	10	0	0	0
Dakota Unit	896	Close	34	16	16	2	0
ASPC-Lewis	4744		202	88	102	12	0
Bachman Unit	600	Minimum	18	16	0	2	0
Bachman Detention Unit	80	Maximum	6	0	4	2	0
Barchey Unit	1008	Medium	16	16	0	0	0
Morey Unit	801	Close	48	16	32	0	0
Morey Detention Unit	101	Maximum	6	0	4	2	0
Stiner - Red Unit	450	Medium	8	8	0	0	0
Stiner - Blue Unit	454	Medium	8	8	0	0	0
Stiner Detention Unit	100	Maximum	8	0	6	2	0
Buckley Unit	800	Close	48	16	32	0	0
Rast Unit	350	Maximum	36	8	24	0	0

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ASPC-Safford	1717		37	34	0	3	0
Graham Unit	647	Minimum	11	10	0	1	0
Tonto Unit	290	Medium	9	8	0	1	0
ASP-Ft Grant	780	Minimum	17	16	0	1	0
ASPC-Douglas	2440		79	76	0	0	0
Gila Unit	692	Minimum	20	20	0	0	0
Maricopa Unit	230	Minimum	8	8	0	0	0
Mohave Unit	927	Medium	32	32	0	0	0
Eggars Unit	200	Min/L1	8	8	0	0	0
ASP-Papago	340	Minimum	8	8	0	0	0
Cochise Detention	51	Maximum	3	0	0	3	0
ASPC-Tucson	4496		143	70	68	5	0
Cimarron Unit	768	Mixed 3/4	32	0	32	0	0
Echo Unit	456	Minimum	9	9	0	0	0
Manzanita Unit	446	Medium	13	12	0	1	0
Rincon Unit	733	Close	29	0	29	0	0
Minors Unit	198	Mixed 4/5	6	0	6	0	0
Santa Rita Unit	770	Mixed 2/3	16	16	0	0	0
Winchester Unit	528	Medium	14	12	1	1	0
Catalina Unit	300	Minimum	12	12	0	0	0
SACRC	188	Medium	9	9	0	0	0
SMH	29	Mixed 1- 5	1	0	0	1	0
CDU	80	Maximum	2	0	0	2	0
Privatized Prisons	2856		246	18	218	10	0
Florence West	600	Minimum	51	0	48	3	0
Marana	456	Minimum	42	0	42	0	0
Phoenix West	400	Minimum	25	0	24	1	0
Kingman	1400	Minimum	128	18	104	6	0
	33271		1176	566	327	146	0

Key to Custody Levels

1 = Minimum

2 = Minimum

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- 3 = Medium
- 4 = Close
- 5 = Maximum

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

Offeror hereby acknowledges receipt and understanding of above amendment.

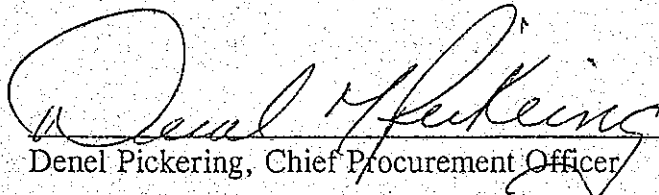
The above referenced Solicitation Amendment is hereby executed this 18th Day of July, 2006, in Phoenix, Arizona.

Signature

Date

Typed Name and Title

Name of Company


Denel Pickering, Chief Procurement Officer



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. 060072DC

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 _____.

Principal

Seal

BY: _____

Surety

Seal

BY: _____



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. 060072DC

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

SOLICITATION AMENDMENT

ARIZONA
DEPARTMENT OF CORRECTIONS
1601W. JEFFERSON, M/C 55303
CONTRACTS ADMINISTRATION
PHOENIX, ARIZONA 85007-3002
(602) 542-1172 PHONE
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REQUEST FOR PROPOSAL NO. 060072DC

AMENDMENT NO. FIVE

Proposal Due Date: July 31, 2006

Solicitation Contact Person: Kristine Yaw

PLEASE NOTE: THIS AMENDMENT MUST BE SIGNED AND RETURNED AS PART OF YOUR PROPOSAL.

Inmate Telephone System

This solicitation is hereby amended as follows:

1. The Proposal Due Date is being extended to September 14, 2006 at 3:00 p.m., M.S.T.
2. A Solicitation Amendment to answer vendor questions received by the Department will follow.

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

Offeror hereby acknowledges receipt and understanding of above amendment.

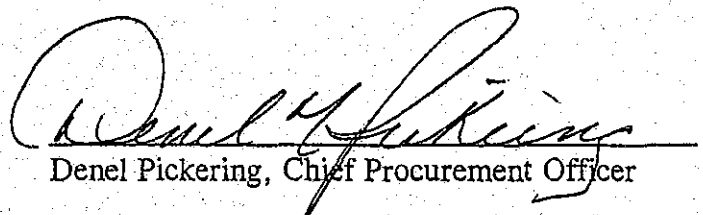
The above referenced Solicitation Amendment is hereby executed this 21st Day of August, 2006, in Phoenix, Arizona.

Signature

Date

Typed Name and Title

Name of Company


Denel Pickering, Chief Procurement Officer

SOLICITATION AMENDMENT

ARIZONA
DEPARTMENT OF CORRECTIONS
1601W. JEFFERSON, M/C 55303
CONTRACTS ADMINISTRATION
PHOENIX, ARIZONA 85007-3002
(602) 542-1172 PHONE
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REQUEST FOR PROPOSAL NO. 060072DC

AMENDMENT NO. FOUR

Proposal Due Date: July 31, 2006

Solicitation Contact Person: Kristine Yaw

PLEASE NOTE: THIS AMENDMENT MUST BE SIGNED AND RETURNED AS PART OF YOUR PROPOSAL.

Inmate Telephone System

This solicitation is hereby amended as follows:

1. The Proposal Due Date is being extended to August 31, 2006 at 3:00 p.m., M.S.T.
2. No further questions will be accepted by the Department after August 10, 2006 at 5:00 p.m., M.S.T.

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

Offeror hereby acknowledges receipt and understanding of above amendment.

The above referenced Solicitation Amendment is hereby executed this 3rd Day of August, 2006, in Phoenix, Arizona.

Signature

Date

Typed Name and Title

Name of Company


Denel Pickering, Chief Procurement Officer

SOLICITATION AMENDMENT

ARIZONA
DEPARTMENT OF CORRECTIONS
1601W. JEFFERSON, M/C 55303
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REQUEST FOR PROPOSAL NO. 060072DC

AMENDMENT NO. SIX

Proposal Due Date: September 14, 2006

Solicitation Contact Person: Kristine Yaw

PLEASE NOTE: THIS AMENDMENT MUST BE SIGNED AND RETURNED AS PART OF YOUR PROPOSAL.

Inmate Telephone System

This solicitation is hereby amended as follows:

The following questions have been asked and answered:

Question 1. At RFP Special Terms and Conditions, Section 1.35 Payment, Performance Bond and Insurance and at various Amendment 3 questions and answers to the solicitation:

Please confirm the States understanding that the Payment Bond is to assure payment by the vendor to the State (i.e. commissions) and or subcontractors (i.e. payment for their performance), and that the Performance bond is for the State to recover any State damages for a prime vendors non-performance of the contract requirements (excluding commission payments).

Please clarify the definition of the terms "100% Statutory" (RFP Section 1.35) and "contract value" (RFP Amendment 3) as it relates to this concession type contract – in other words how is the "contract value" determined?

- Is the contract value as it relates to the Payment Bond the total possible billings to called parties under the contract or the commission payable to the State?
- Is the contract value as it relates to the Performance Bond the total possible billings to the called party, the commission payable to the State, or the calculated possible damages incurred by the State for non-performance by the vendor?
- How will the State determine the value given the answers provide to the above questions, given the fact that thee are no current calling statistics?
- How does the State determine the value of each not to be punitive in nature relating to any actual and possible damages that could be incurred for failure of performance and/or payment?

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REQUEST FOR PROPOSAL NO. 060072DC

AMENDMENT NO. SIX

Proposal Due Date: September 14, 2006

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- Is this value to be bonded based on a single contract year, or all 7 contract years?

Would the State consider stating a specific amount for each bond in the RFP to assure that these amounts are specific and known by the offerors? Please note that the amount of each bond can adversely affect rates to be charged to the called party.

Answer: Offeror shall provide payment and performance 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.

Question 2. At RFP Section 2.4.8.5, 2.4.8.6, and 2.4.8.7, and Amendment 3 questions and answers No. 14, No. 74, and No. 118:

Please confirm the revised requirement relating to the storage of call recordings:

- What is the duration (i.e. number of days) of call recordings required to be stored on-line for ready access by AZ DOC staff?
- Please confirm that all call recordings beyond the number of days indicated above will be stored off-line by State staff for a period of 5 years and that the vendors only responsibility will be to provide the media for off-line indexed storage, that the off-line call recordings will be accessible via the media and the system, and that the vendor may delete all on-line call recordings once they are stored off-line. If not, please clarify.
- Please confirm that State staff will be responsible for management of the indexed off-line call recording media once they are put on the off-line media and the is not responsible for loss of such recordings or damage to the off-line storage media. If not, please clarify.

Answer: Call recordings are to be store on-line for ready access by the Department staff for 60 days.

This is to confirm that all call recordings beyond the number of days indicated above will be stored off-line by the Department staff and that the vendors only responsibility will be to provide the media for off-line indexed

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REQUEST FOR PROPOSAL NO. 060072DC

AMENDMENT NO. SIX

Proposal Due Date: September 14, 2006

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storage, and that the off-line recordings will be accessible via a media and system provided by the State. The vendor may delete all on-line call records once they are stored off-line.

This is confirm that the Department staff will be responsible for management of the indexed off-line call recording media once they are put on the off-line media system, and that the vendor is not responsible for loss of such recordings or damage to the off-line storage media.

Question 3. At RFP Scope of Work, Section 2.4.21.2 and Amendment 3 question and answers No. 16 and No. 69:

Please provide additional specifications of the Dictaphone unit that will be required to be purchased to allow for vendors to support this requirement. If AZ DOCS requires the purchase of existing equipment, can AZ DOCS obtain a purchase price from the existing equipment provider to include a listing of the exact equipment to be provided for the price?

Answer: The required Dictaphone nomenclature is: Dictaphone Voice Processor 41231. If the Offeror requires the purchase of this equipment from the existing equipment provider, the Department would expect the Offeror to negotiate with that provider for the purchase of the required equipment.

Question 4. At Amendment 3 question and answer No. 33 and No. 56:

Standard IPS solutions include dedicated IPS workstations at locations as determined by the customer. Each workstation works with the installed network to allow for call recording and IPS information to be accessed from any facility, from any workstation. The number of workstations is usually identified by the DOC to meet their investigative needs. Given the answer to the subject questions, can offerors assume that at a minimum one (1) workstation per facility (i.e. complex) provided for AZ DOCS use will meet AZ DOC minimum requirements to allow investigators to achieve their investigative duties, and that no workstations will be required at AZ DOC non-facility locations? If not please clarify the number of workstations required.

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Or is it the intent as a response to Amendment 3 question and answer No.84 that AZ DOCS will utilize its own workstations to perform IPS related investigative and administrative duties and awardees are only required to provide access to the IPS for these AZ DOC provided workstations, and that the requirement is only to provide those workstations that each offeror requires for its own use in meeting the RFP IPS requirements?

Answer: The Department will utilize their own workstations for IPS related duties, the offeror only needs to provide the workstations they require for their own use.

Question 5. At RFP Scope of Work, Section 2.2.2 and Amendment 3 question and answer No. 39 and No. 124:

It is important that the most recent call and minute details by facility be provided to all vendors to assure a level and competitive environment. This data is owned by the State and the incumbent provider CAN obtain this information from the existing system Call Detail Records and System Reporting.

Without this State owned and vendor maintained data, the incumbent is provided a competitive advantage over all other vendors that is without justification. Provided at the end of this document is an example of the facility-by-facility breakdown requested. This example was provided in the recent State of Washington RFP who was supported by GTL and FSH using T-Netix equipment.

Based on the current date of this request, please provide such data for the most recent 12 months. This information is standard throughout the industry and should be readily available by your incumbent contractor(s) to be provided in the format requested above.

Answer: Please see the attached Attachment #10, Historical Call Volume by Facility for the requested information.

Question 6. At the RFP Fee Schedule and Amendment 3 question and answer No. 40:

Please clarify the cost evaluation as it relates to traffic statistics to be allocated to collect rates, called party prepaid rates, and inmate debit rates –

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AMENDMENT NO. SIX

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as such rates may differ between each category. Currently traffic statistics are only allocated between collect and a combined prepaid/debit.

Answer: Categories – Collect 60% - Prepaid 30% - Debit 10% have been included in the attached Revised Fee Schedule.

Question 7. At RFP Scope of Work, Section 2.4.3.15 and Amendment 3 question and answer No. 41:

Based on AZ DOCS statement, please clarify if vendors may start charging for the call at the time the called party connection is made or only at the time of positive acceptance by the called party.

Answer: For collect calls vendors may start charging for the call only at the time of positive acceptance by the called party. For Prepaid and Debit calls the vendor may start charging for the call only at the time phone is taken off-hook.

Question 8. At RFP Scope of Work, Section 2.4.3.24 and Amendment 3 question and answer No. 42:

Request AZ DOC remove this requirement and provide detail as to if vendors are to allow or not allow calls to cell phones, or provide guidance as to the policy that AZ DOC would prefer.

Answer: The Department will allow calls to cell phones. What is being requested of the offeror is to identify how their respective proposal operates when an inmate call is placed to a cellular telephone.

Question 9. At RFP Scope of Work, Section 2.4.7.4 and Amendment 3 question and answer No. 46:

Please clarify, is it the intent of this requirement to provide air conditioning units.

Answer: The intent is for the vendor to identify the air conditioning requirements of their respective solutions equipment, not to provide the air conditioning units, which will be provided by the Department.

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(602) 542-1172 PHONE
(602) 364-3790 FAX

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Question 10. At RFP Scope of Work, Section 2.4.13 and Amendment 3 question and answer No. 47:

Please clarify if AZ DOCS is indicating that inmate phone information (e.g. allowed lists) as currently processed creates multiple database entries for a given inmate. In other words will an inmate that has transferred have a database entry for each facility they have been housed at? And, if so is there a way to determine the most recent database entry for purposed of new system database population?

Answer: The Department is not indicating that inmate phone information (e.g. allowed lists) as currently processed creates multiple database entries for a given inmate. There is only one database entry for each inmate. The location of that inmate is changes as the inmate moves from one location to another.

Question 11. Amendment 3 question and answer No. 55:

Please clarify that international calls completed via a live operator are acceptable to AZ DOC under this new RFP?

Answer: International calls completed via a live operator are acceptable to the Department under this new RFP.

Question 12. At RFP Fee Schedule and Amendment 3 question and answer No. 61:

Please clarify where and how in the Fee Schedule the vendors are to indicate the amount of PCC is to be quoted. Also to assure that the cost evaluation is sound and equal between vendors that charge and do not charge PCC as part of their call cost billed to the called party, request that all offerors be required to state the PCC cost for each call type (i.e. local, intralata, interlata, interstate) and agree to fix the PCC cost for the term of the contract. This assures that PCC costs are not increased after contract award, thus creating a false evaluation of overall cost to the called party.

Answer: Please see the attached Attachment #10, Historical Call Volume by Facility to indicate the amount of PCC being quoted. To assure that the cost evaluation is sound and equal between vendors that charge and do not charge

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PCC as part of their call cost billed to the called party, the Department is requiring all offerors to state the PCC cost for each call type (i.e. local, intraLATA, interLATA, & interstate) and agree to fix the PCC cost for the term of the contract.

Question 13. General:

Please clarify the differentiation between rates and commissions for evaluation purposes. In other words which is more important: the rates to be charged the called party or the commission percentage payable to AZ DOC?

Answer: Our goal is to:

- Minimize the cost of inmate phone calls to the inmate, and his or her family & friends;
- Maximize the Commission Revenue for the Department Inmate Fund; &
- Streamline and Modernize the administration and monitoring features of the system, so that it minimizes the Correctional Officer's workload regarding the operation of the system, while providing state-of-the-art monitoring and administrative capabilities.

The best combination of these three areas will be used to determine which solution is best for the Department.

Question 14. General and Amendment 3 various questions and answers:

Given the fact that AZ DOCS is aware as to if a facility currently has fiber or copper available for IPS phones and to assure all vendors have the same information as the incumbent, please provide information on a facility-by-facility basis if copper or fiber is available for use by vendor in support of this RFP.

Answer: The purpose of the site visits was to determine availability of fiber or copper for the IPS. Each facility was visited and each vendor that participated had the opportunity to determine what cable was currently available. Questions have been asked and answered in reference to specific cable issues that were

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identified during the site visits. The Department does not intend to readdress those issues again.

Question 15. General and Amendment 3 questions and answer No. 84:

Please clarify the response, IPS workstations are generally dedicated terminals connected via a secure network provided by vendors. Based on AZ DOC response to this question, please clarify 1) are vendors to provide 450 workstations that will be connected to the secure IPS network, or 2) will AZ DOC provide 450 workstations that vendors will connect to the secure IPS network? And if AZ DOC is to provide the 450 workstations, is it in the intent of AZ DOC for those workstations listed to have access to the IPS via state owned network/connections?

Answer: The Department will provide the 450 workstations with the intent for those workstations listed to have access to the IPS via State owned network/connections.

Question 16. RFP Scope of Work Section 2.4.24.8 and other applicable areas, and Amendment question and answers No. 90 and No. 122:

Please provide additional information as to what AZ DOC would consider an "appropriate penalty" for more than a 120 day implementation given any damage that AZ DOC believes it may incur by not transitioning within this timeframe. Would AZ DOC consider changing the RFP to state that a 120 day implementation period is desirable and then evaluating the offerors proposed implementation timeframe as part of the overall RFP evaluation process and scoring?

Answer: The intent of this section is to ensure that the implementation of the new inmate telephone system is accomplished as quickly as possible and does not go on indefinitely. We maintain that a 120 days is a good baseline to evaluate the offerors detailed implementation plan. Once the 120 days plan has been identified the offeror may identify a longer timeframe. They must also specify an appropriate penalty if the longer timeframe is not met. A larger penalty indicates the offerors commitment to a quick implementation and the level of risk associated with that plan for the Department. A smaller penalty indicates a lesser commitment to a quick implementation and a higher risk

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associated with that plan for the Department to realize a quick implementation.

Question 17. General and Amendment 3 question and answer No. 102:

Please confirm all calling statistics as it relates to the number of inmates within each custody level, the number of calls allowed and minutes of calls provided within the RFP, and phone availability. In other words, does AZ DOC have any information as to why current calling statistics (calls and minutes used by inmates) provided within the RFP are significantly less than the number of calls and minutes that are currently available to inmates given the phone times available to inmates?

Answer: Currently, inmate phone calls are restricted to a ten (10) number call list. In other words an inmate can call only 10 different numbers which are referred to as a ten list. This could account for some of the discrepancy, and also the cost of collect calling would have another minimizing effect.

Question 18. At Amendment 3 question and answer No. 102:

Please confirm that all inmates are allowed to place calls during the times provided (subject to specific inmate restrictions) and no other restrictions are placed on calling except for security reasons or disciplinary reasons. Also confirm that "24 hour" means that the inmates are allowed to place calls at any time of day, and CO support is provided to allow for such calls in the maximum security environment.

Answer: We confirm that the data is correct as stated.

Question 19. At RFP Scope of Work, Section 2.4.3.9 and Amendment 3 question and answer No. 104:

Please clarify that the response to this section as stated in the amendment requires all vendors to have a 1-to-1 ratio of inmate phones to calling circuits available, and that this requirement is the same regardless of solution. In other words, either a single POTS line or 56kbs of T-1 bandwidth for calling must be made available for each inmate telephone regardless of the IPS solution.

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Answer: The response to this section as stated in the amendment does not require vendors to have a 1-to-1 ratio of inmate phones to calling circuits available. The Department requires all vendors to have a Circuit Contention Ratio of 10-to-1 (inmate phones to calling circuits available), or a Dial Tone Availability of 60%.

Question 20. At RFP Attachment 3 and Amendment 3 question and answer No.106:

The subject Management Criteria based on current inmate calling privileges creates the impression that inmate calling will increase after implementation. Please confirm that if the Management Criteria is not implemented by AZ DOC within a reasonable time frame after contract award that vendors are entitled to a equitable adjustment to rates and commission. As an alternative, please provide the ability to provide pre-implementation and post-implementation calling rates submission as part of the Fee Schedule to assure that vendors are allowed the ability to recoup all fixed costs associated with the IPS implementation during the term of the contract regardless of when such Criteria are actually implemented by AZ DOC.

Answer: The ability to recoup all fixed costs associated with the IPS implementation during the term of the contract regardless of when such Criteria is actually implemented by the Department is accommodated in the commission true-up at the end of each contract year. The Department is currently in the process of implementing the Management Criteria in the management of inmates and is at the no return point with this implementation. The question is not if it will be implement, but when. Rest assured that it will be implemented within a reasonable timeframe.

Question 21. RFP Scope of Work, Section 2.4.10.1.1.2 and Amendment 3 questions and answers No. 120:

The answer to the subject question takes into account the use of existing equipment only after contract award is made and therefore provides the incumbent with the ability to not provide new equipment (i.e. phones and pedestals) if they can show it meets the requirements of the RFP.

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Given this fact, there is no specific value associated with this equipment and the incumbent's response to this section that will allow for a fair and equitable evaluation by AZ DOC of the cost or changes to commission as stated in the response to the question. This creates an undue and unfair advantage for the incumbent as it relates to proposal cost elements.

Request AZ DOC reconsiders its position as it relates to reuse of any and all equipment and require that all equipment be new. All new equipment provides a pure level playing field for all vendors and removes the concern above. In addition new equipment ensures less maintenance activities and does not require AZ DOC administrative actions to assure that any reuse of equipment meets the requirements of the RFP. As alternative, please consider allowing all vendors to install like new or refurbished equipment to meet the requirements relating to this requirement.

Answer: The amendment does not specify that existing equipment can be used only after the contract has been awarded. The Department prefers all new equipment, however, we will allow the offeror to make a case for like new, refurbished, and/or used equipment in good working order. The intent of the amendment is to require the offeror to identify the cost of all new equipment in their proposal, which will establish a baseline, and then to identify like new or refurbished, and/or items that are considered in good working condition, the cost of those items, and identify the differential between a new item and like new, refurbished, and/or the used item, and then show the affect on commissions, cost of phone calls, and the benefit to administrative and manageability of the system. The Department will take into account during the proposal evaluation of the cost of maintenance activities and administrative action to assure that any like new, refurbished and/or reuse of equipment meets the requirements of the RFP.

Question 22. RFP Scope of Work, Section 2.7.3 and Amendment 3 questions and answer No. 123:

Given AZ DOC response to this section, please clarify that AZ DOC has the contractual relationship with the incumbent to assure that all system database information is available and can be provided to a new vendor (e.g. system settings, allowed call list, passwords, user permissions, etc)

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(602) 364-3790 FAX

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Second, please clarify that AZ DOC has the contractual relationship with the incumbent vendor to provide the necessary resources and support to assure that a new vendor is able to meet all implementation tasks (i.e. phone replacements, etc.) to affect required implementation timeline.

Third, please assure all non-incumbent bidders will not be penalized for delays caused by the incumbent provider (as it relates to the 120 day implementation time line) and there will be a day-for-day extension to the proposed implementation schedule without penalty. Note that the incumbent provider of service is the only vendor that is not burdened by coordination of such activities. Finally, please assure all non-incumbent vendors proposing under this solicitation understand that delays in implementation caused by action or inaction by the incumbent will not all allow AZ DOC the ability to exercise the Performance bond, Payment Bond or Terminations for Default provision as it relates to vendors inability to meet any proposed implementation schedule.

Answer: First – The Department has the contractual relationship with the incumbent that assures all system database information is available and can be provided to a new vendor.

Second – The Department has the contractual relationship with the incumbent vendor to provide the necessary resources and support to assure that a new vendor is able to meet all implementation tasks to affect required implementation timeline.

Third – All non-incumbent bidders will not be penalized for delays caused by the incumbent vendor, as determined by the Department, and there will be a day-for-day extension to the proposed implementation schedule without penalty.

Question 23. At Amendment 3 question and answer No. 125:

Please clarify that AZ DOCS intention is that it will be acceptable to AZ DOC that the only method of shutting down a phone, group of phone, or facility can be via the IPS system.

Answer: It is acceptable to the Department that the only method of shutting down a phone, group of phones, or a facility can be via the IPS system.

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Question 24. At Amendment 3 question and answer No. 146:

Please see our question No. 22 as it applies to the response to the subject question (i.e. changing of proposals after contract award). Also please provide all relevant information as it relates to the purpose of function of the "Adtran" equipment to assure that all offerors are on a level playing field as to the requirements of this solution.

Answer: The ADTRAN multiplexer equipment is the only inmate phone equipment owned by the Department. ADTRAN's nomenclature is Adtran Total Access 750. Refer answer to question No. 22, these can be used in the proposal as equipment in good working order.

Question 25. At Amendment 3 question and answer No. 10:

Within the answer to the subject question and the associated current inmate calling process, voice print technology is currently being used. In addition AZ DOC intends to implement a PIN system as part of the new RFP requirements. Will the PIN system replace the voice print feature currently in use?

Answer: The PIN system will be in addition to the voice print technology, to accommodate the prepaid and debit features.

Question 26. At Amendment 3 question and answer No. 10:

Please confirm that when an inmate places a call the only methodology to link the inmate to their allowed call list is voice print. And if so, how does the current system link the inmate to their voice print for comparison purposes?

Answer: Currently, when an inmate places a call the only methodology to link the inmate to their allowed call list is voice print. We do not know how the current system links the inmate to their voice print for comparison purposes.

Question 27. At Amendment 3 question and answer No. 126:

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(602) 364-3790 FAX

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Request AZ DOC clarifies the RFP methodology/requirement for completing the RFP control room monitoring requirement. By AZ DOC clarifying an acceptable requirement for control room monitoring, all offerors will have a consistent costs basis for a competitive evaluation. Please note that equipment is available for completing this requirement as stated.

Answer: The methodology for the control room monitoring requirement will depend on the solution offered by the vendor. The Department is willing to entertain the use of desktops for control room monitoring.

Question 28. Give number of additional questions received relating to this solicitation, would AZ DOC consider a pre-proposal submission meeting with each vendor to openly discuss any and all concerns with RFP scope of work specifications to assure that AZ DOCS understands the basis for all questions and to assure a level playing field for this procurement?

Answer: The Department will not consider a pre-proposal submission meeting with each vendor as all questions received from Offerors have been answered through Solicitation Amendments.

Question 29. Please consider providing vendors with at least a 3 week extension to the current due date of August 10, 2006, or other time period to answer vendor's questions and allow all vendors to provide an accurate and complete offer to AZ DOC.

Answer: The proposal due date has been amended to September 14, 2006.

Question 30. At Amendment 3 question and answer No. 58:

The state indicated that there are 600 L-31 outdoor enclosures. However during the site visits our technicians observed and were told there were significantly more than this number. Can AZ DOCS please reconfirm this number as it relates to all existing enclosures and any potential additional enclosures that are to be added after contract award?

Answer: The current inmate phone style and count is the most correct, these numbers have been visually verified at each site.

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Question 31. We are attempting to understand the requirement in Section 1.35 (Payment, Performance Bond and Insurance) as it relates to the provision of a Payment/Performance Bond in the amount of "100% of the value of the contract for the total term." There are several questions that require specific answers from the State.

- a. By "100% of the value" does the State refer to total revenue generated by the inmate phone system, or total commission to the State anticipated for the 7 year term? Total revenue for the 7 year term is estimated at \$60 million, while total commission is estimated at \$20 million.
- b. Does the State understand that, regardless of the answer to the question above, this requirement is expected to cost any vendor between \$2,250,000 and \$5,000,000 for a bond of this size? Is the State prepared to accept the commission reduction this expense would necessitate?

We believe that this requirement is unnecessarily harsh and will be difficult for any vendor to accept. As an alternative we would suggest that the Payment/Performance bond cover one year's commission to the State, as we anticipate that any default by the successful vendor could be remedied – or that vendor could be replaced – within 12 months. If an exception is taken to this requirement, does the State anticipate disqualifying the vendor for that exception?

Answer: Offeror shall provide payment and performance 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.

Question 32. Section 3.11 "Identification of Taxes" requires further direction from the State. The State's answer to a previous question suggested that the vendor identify all applicable taxes to the services being offered. Does the State mean to include the taxes charged on individual telephone calls? Each State and municipality may assess taxes that are added to the cost of telecommunications services, and those assessed amounts change regularly. Providing the State with a list of taxes assessed by every State and municipality (domestic and international) is unreasonable and unattainable. In addition, because of the regular changes in these tax rates by

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municipalities, any information provided would not be accurate by the time the State received it. We respectfully request that the State review it's position on this requirement and suggest it be changed to include only those taxes under control of the vendor.

Answer: Section 3.11 Identification of Tax is amended to read "Contractor is responsible for collecting and remitting all required taxes. Contractor shall only collect the actual tax amount."

Question 33. Section 2.4.7.4 states the vendor must provide "environmental" requirements for the IPS. In the Questions/Answers document (Question 46) the State suggests that *air conditioning* is an environmental factor that the vendor must provide. Does the State actually expect the inmate telephone vendor to provide air conditioning to the telephone and/or equipment rooms of each prison facility? In other sections of the RFP the State takes responsibility for providing "infrastructure" which air conditioning would seem to fall under. Please verify that the vendor would not be expected to provide air conditioning for State owned or operated facilities.

Answer: The Department wishes to know what is required environmentally for the IPS, so that it can make any facility changes if needed. The vendor is not expected to provide air conditioning.

Question 34. In order to determine the bandwidth requirements for call volumes and hard drive size for recordings at each facility, all vendors require the minutes of use and messages by call type originating at each individual facility. Several questions we submitted to the State regarding recent (last 12 months) usage figures by facility; however the State responded that it does not have those records. The current system provider, Securus (a subcontractor of GTL) has that information available and should be required to provide it to the State for distribution to each vendor. Failure to provide this information to all vendors gives Securus (and in turn GTL) an unfair advantage in the RFP process and is not in the State's interest.

Answer: Please see the attached Attachment #10, Historical Call Volume by Facility for the requested information.

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Question 35. We understand the requirement of the Arizona DOC for a performance bond. Per addendum 3 answer 109, the DOC states that the Contractor shall furnish a performance bond that is "100% of value of the contract for the total term. The term identified for this solicitation is 7 years." In that context, does the DOC realize that this would equate to the necessity of a bond with an approximate commission offer at or around 50%? This compares to the current bond of \$2.5M now in place with the DOC. If indeed this is a correct assumption, then is the DOC aware a bond of this size could negatively impact the call rates as well as the commissions paid to the DOC? Based on our experience with other DOC's a \$1 Million dollar bond is usually sufficient for this sized DOC. Can the DOC specify a specific dollar amount needed rather than a percentage of the value of the contract?

Answer: Offeror shall provide payment and performance 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.

Question 36. On page 85 of the RFP, the "Contractor Cost Proposal Form", the last column notes "Family Costs." Is it a correct assumption after all columns are filled in that the State expects the "Family Costs" column to be the same as the "20 Minute Call Cost: column? If not, please clarify what is expected in that column.

Answer: The Family Cost column is calculated as follows:

(20 Minute Call Cost) Multiplied by (Local Calls Total) Multiplied by (Percentage of Type Call)

Example: (\$4.50 {20 Min Call Cost})*(435,832 {Total Local Calls})*(0.70 {% of Collect Calls}) = \$1,372,870.80 [Reference original RFP ATTACHMENT #2 Contractor 3 Example]

Question 37. The standard industry rate for bonding expenditures is around 1.5% of the amount of the bond. Assuming different possible answers to the bonding question that has been submitted, the following reflects the costs incurred by vendors that could otherwise be included in the vendors financial analysis for lower rates and/or higher commissions. For illustrative purposes, these

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figures are based on estimated yearly revenue of \$8M and a 50% commission payable to the Department (i.e. \$4M annually).

Based on Full Term Revenue Yearly Bond:

Bond Type	Bond Calculation	Bond Expenditure
Payment Bond	\$56M times 1.5%	\$ 840,000
Performance Bond	\$56M times 1.5%	\$ 840,000
Total Annual Bond Expenditure		\$ 1,680,000
Total Contract Term Bond Expenditure		\$ 11,760,000

Based on Single Year Revenue Yearly Bond:

Bond Type	Bond Calculation	Bond Expenditure
Payment Bond	\$8M times 1.5%	\$ 120,000
Performance Bond	\$8M times 1.5%	\$ 120,000
Total Annual Bond Expenditure		\$ 240,000
Total Contract Term Bond Expenditure		\$ 1,680,000

Note that full term commission (vs. revenue) bond calculations would be 1/2 of the amount below.

Based on marketplace averages and the information above, would Department consider fixing the required annual bond at require no more than a \$1M Payment Bond (i.e. one-quarter years estimated commission) and a \$500K Performance Bond.

Answer:

Offeror shall provide payment and performance 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.

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Question 38. In Amendment Three for Solicitation No. 060072DC, Questions 3, 38, 76, 91, 109 and 113 all inquired into the specific amount required for the Performance Bond described in Special Terms and Conditions, section 1.35 Payment, Performance and Insurance, on page 36 of the Solicitation. To each of the questions the following answer was provided:

"100% of value of the contract for the total term. The term of identified for this solicitation is 7 years."

It would appear that it is the intent for the State of Arizona to require the successful bidder to require a performance bond in an amount somewhere between \$28 million (estimated value of commissions to the State) and \$56 million (estimated revenue value generated over the seven years of the contract).

We believe that both numbers are inappropriate and that either interpretation will only serve to severely reduce the number of competitive bids received by the State and this protect the State from unnecessary risk and to have the successfully contractor provide a reasonable level of assurance that the required services will be provided.

The financial risk to the State of Arizona is limited to the amount of potential lost commission payments for the time the contracted company fails to pay commissions, until that company is replaced. Generally, a complete system installation for Department of Corrections would take between 90 and 120 days. A performance Bond that covers 180 days would more than adequately cover the risk to state of lost commissions; therefore, we request the Performance Bond be established as a fixed amount not to exceed two million dollars (\$2,000,000.00).

Our position is further supported by the information provided on the sample performance bond (provided in separate attachment) that state, "PENALTY OF THIS BOND MUST NOT BE 100% OF THE CONTRACT AMOUNT". The instructions on the Performance Bond itself are in clear conflict to the response given by the State in Amendment 3 to questions 3, 38, 76, 91, 109 and 113 submitted by suppliers interested in responding to Solicitation No. 060072DC.

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DEPARTMENT OF CORRECTIONS
1601W. JEFFERSON, M/C 55303
CONTRACTS ADMINISTRATION
PHOENIX, ARIZONA 85007-3002
(602) 542-1172 PHONE
(602) 364-3790 FAX

REQUEST FOR PROPOSAL NO. 060072DC

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Answer: Offeror shall provide payment and performance 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.

Question 39. **Amendment Three, Page 2, Question 3, and Page 9 Q38, Page 22 Q 91 (Et Seq): Payment, Performance Bond.**

The purpose of a Performance Bond is to protect the State from revenue losses and to offset unanticipated expenses should a vendor either fail to perform or leave the business. Performance bonds are normally only issued once and then renewed annually. The present response of "100% of value of the contract for the total term" could mean, for example, the present gross revenues (e.g.: @\$8M annually) x 7 years = \$56M bond. If based on gross revenues to the State, using present conditions, it could mean \$4M x 7 or a \$28M bond. Either amount seems extraordinarily high and unobtainable from any bonding company by any vendor.

A Payment Bond provides essentially the same protection as a Performance Bond and therefore to require both seems excessive.

Would the State consider amending this language to something like: "*Vendor shall provide a performance bond equal to one year's anticipated revenue to the State and shall maintain this bond by annual renewal for each subsequent year of the contract term. Failure to maintain the bond may be grounds for breach of the contract. The amount of the bond shall be determined upon contract award but shall be based on the anticipated annual revenue to the State as reported in the Contractor's Cost Proposal.*"

Answer: Offeror shall provide payment and performance 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.

Question 40. **Amendment Three, Page 20, Question 82: Commissary Provider.**

The RFP requires that the Inmate Telephone Service Provider interface with the Commissary in order to provide debit services. Some commissary providers are supportive of inmate debit telephone services and others are

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not. Is the State prepared to compel cooperation from the commissary provider for the implementation of debit services?

Answer: Department Inmate Banking handles deposits to and debits from the inmate accounts, not the commissary provider. The RFP does not require interfacing with the commissary provider in order to provide debit services. The PIN would allow the appropriate amount of money debited directly from the inmate account. However, if the vendors solution requires the interface with the Commissary Provider, it is expected that Offeror would negotiate with the Commissary Provider to make the necessary arrangements.

Question 41. **Scope of Work 2.6.5 and 2.6.6.**

In Paragraph 2.6.5 the RFP asks about experience with "System-wide Inmate Telephone Systems". The following Item, 2.6.6, asks about "Local Inmate Telephone Systems". We are unclear as to how to distinguish between System-wide and Local inmate telephone systems. A vendor could have all 10 facilities in a statewide DOC, but each site could be standalone. Should this be classified as System-wide or Local? Likewise, a state could have all of their Adult facilities networked together and sharing information, but utilize a separate vendor for the Juvenile facilities. Would the system at the Adult facilities be considered System-wide?

Answer: A local inmate telephone system would be a system at a single facility, a system-wide inmate telephone system would be one covering multiple facilities.

Question 42. **Scope of work 2.4.3.6 and Amendment Three, Page 2, Question 6.**

We are unclear about the Centralized System Database requirement. Does the State require two databases, one at a Contractor provided site and one at the Department's Central Office in Phoenix, or does the State require one database, located at a contractor provided site, with full access from the Department's Central Office in Phoenix?

Answer: The Department requires one database maintained by the contractor, with full access from the Department at Central Office via the Department network.

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Question 43. The following are questions that do not require a specific response at this time but will warrant discussion and agreement during final contract negotiations and are presented for that purpose.

The insurance requirement includes a request for Professional liability. (Please refer to the Special Terms and Conditions, subsection 1.25.7 and the Certificate of Insurance on page 86 of the RFP.) Professional liability insurance is not normal in a concessionary agreement within the telecommunications industry as there are no fees paid by the State and there is no consultative agreement.

Answer: Special Terms and Conditions, Paragraph 1.25.7 is being deleted from this RFP.

Question 44. The terms of the indemnification clause (Special Terms and Conditions, subsection 1.24) exceed the similar requirements of other recent large state RFPs. Complete coverage of these indemnity provisions may not be available to otherwise well-qualified vendors. This could have the effect of limiting competition and hence the competitiveness of the proposals that will be offered to the State. We request that these requirements be reduced to a level comparable to the recent RFPs of other major state DOC's.

Answer: The Department does not have other state RFPs to compare what is being asked.

Question 45. The special terms and conditions, subsections 1.24.1, 1.25.4.8, 1.25.6.6 and 1.25.7.3, refer to waivers of Subrogation. We request that these be amended to include an affirmative Waiver of Subrogation between the parties in order to trigger the coverage for the Waiver of Subrogation requirement.

Answer: The Department will not agree to waiver of subrogation for both parties. These sections will remain as written in the RFP. These are standard clauses in the Special Terms and Conditions approved by the Arizona Department of Administration. Any exception to these clauses must be submitted by the Offerors with their proposal.

Question 46. 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

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the Department headquarters in Phoenix and or remotely from their place of residence. In addition to the department headquarters in Phoenix, can the DOC quantify the number of remote access points required?

Answer: The vendor solution does not need to provide remote access points, as long as it provides access to the Department Central Office network. The Department will provide remote access from the facilities via the Department WAN, and remote access from residences via the Department remote access gateway. This will simplify security and ensure users are authenticated via the Department.

Question 47. In Question and Answer Amendment 33, The answer to question 59, page 14 states the DOC will not allow for the Contractor to charge the called parties a LEC/CLEC billing fee for billing of the called party collect calls via a LEC/CLEC. In the answer to question 61, page 14, the DOC will allow Contractor to charge a per call comp fee. This fee will be included in the cost of the call evaluation. The per call comp fee will be included as commissionable gross revenue.

Clarification: the PCC charge is normally levied by facilities based IXC carriers in order to recover the cost of dial around remittance to PSPs (payphone service providers). PCC ranges from \$.47 to \$.67 per call and is an offset to the cost of dial around remittance and administration. As the DOC may be aware, dial around does not apply to inmate calling and thus is not a charge that inmate telecommunication service providers normally assess. However, many providers are tarified to assess this for payphone calls and strictly interpreting the tariffs, they are authorized to charge this on inmate calls.

The definition that is generally used for Single Bill Fee (SFB) is a once a month charge of approximately \$1.50 - \$2.00 (depending upon individual suppliers fees) that are applied to a consumer's local telephone company bill in months that they have inmate collect call charges to their phone bill. This fee is used to offset the costs that equipment based providers incur to bill collect call charges through the LEC.

Question:

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Under both those scenarios, it would seem only fair that if the DOC were allowing one fee to be included in the revenue stream and for cost evaluation that benefits only select providers, then the DOC should also allow the Single Bill Fee as a legitimate charge to offset billing costs incurred by the equipment based providers as well. Would the DOC reconsider its position?

Answer: Yes, however, all fees that apply to the rate charged must be identified individually. Each fee must be identified as commissionable revenue or non-commissionable revenue.

Question 48. Section 1.35 Payment, Performance Bond and Insurance – As noted several times in the recent Addendum, the RFP requires a Payment/Performance bond equal to “100% of the values of the contract for the total term.” We estimate the call revenue for the entire seven year term to be \$60 million or more and commissions will be roughly half that amount or \$30 million. Which amount is required for the bond?

Answer: Offeror shall provide payment and performance 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.

Question 49. Section 1.35 Payment, Performance Bond and Insurance – To the best of our knowledge, this bond amount is the highest ever requested for an inmate phone service contract in the United States. It is not, however, anywhere near the largest in terms of revenue, inmate population or any other factor which would drive this requirement. The cost of such a bond is prohibitive and will seriously and negatively impact the commissions that any company could offer to the State of Arizona. Further, the requirement that commissions be paid up front each year eliminates the State’s risk of payment failure under this contract. It is likely that any vendor who bids will take exception to this bond requirement and propose a lesser alternative.

Many State and County contracts have elected to omit the performance bond entirely because of the significant investment in millions of dollars in equipment by the vendor and the fact that there is no cost whatsoever to the State. Given the above, will the State consider a lower bond amount or no bond? If a vendor takes exception to this requirement, will their proposal be rejected without further consideration?

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Answer: Offeror shall provide payment and performance 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.

Question 50. Section 3.11 Identification of Taxes – The FCC, each State, county and city may assess taxes and fees that are assessed on telecommunications charges. These taxes are imposed by the governmental authority and simply passed on to the consumer by the vendor – regardless of which vendor is providing the service. In addition, these charges change frequently. Most companies utilize tax services to maintain a database of information to keep up with the complex matrix of tax information. This complexity makes it virtually impossible to provide the State with a complete array of all possible taxes and fees for all possible call types. Since all taxes affect all bidders equally; providing the State with a list of taxes assessed by every State and municipality is meaningless from an evaluative standpoint. Will the State accept information from bidders which includes only those fees and charges assessed and controlled by the Vendor? This would allow bidders to omit Federal, State and Local taxes and fee information from our responses – those which are mandated by government and affect all vendors equally?

Answer: Section 3.11 Identification of Tax is amended to read “Contractor is responsible for collecting and remitting all required taxes. Contractor shall only collect the actual tax amount.”

Question 51. Section 2.4.7.4 – Given the extremely high temperatures in Arizona, can vendors expect air conditioning to be provided in the equipment rooms of all facilities?

Answer: Yes. The vendor should provide equipment temperature requirements so that these can be checked with the facility. This will allow the Department to fix any air conditioning problems in a timely manner.

Question 52. General – Historical Call Volume by Facility – it is critical that call volume information by facility be provided to vendors. The current vendor has this information, and by withholding it, they are impeding the bid process and creating an unfair advantage for themselves.

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Answer: Please see the attached Attachment #10, Historical Call Volume by Facility for the requested information.

Question 53. General – Please confirm the State’s position on bidders who take exception to any mandatory requirement. Will any proposal taking exception to mandatory bid requirements be disqualified and removed from consideration?

Answer: Any exceptions to the RFP requirements need to be clearly identified in the Offeror’s proposal for review and determination by the Department.

Question 54. General – Given the number of significant remaining questions regarding this RFP we respectfully request a two week extension of the due date.

Answer: The proposal due date has been amended to September 14, 2006.

Question 55. Amendment No. Three, Question 61, page 14. What is a “per call comp fee”? How does a per call comp fee differ from a “surcharge” as shown in the Cost Proposal Form (RFP page 85)?

Answer: Clarification: Payphone Compensation is an FCC mandated fee that came into existence in the mid 90's when the LEC's and the payphone providers got together and demanded compensation for the use of their public phones when customers made IXC calls. It was mandated by the FCC and effected MCI, AT&T and Sprint. The LEC's and Payphone service providers said they wanted fair compensation for any call made on their equipment that they did not bill for. It is basically the charge for using their lines and equipment to reach a network other then theirs. The calls are tracked and the IXC's are required to remit payment to a clearing house (Cincinnati Bell) for those calls, the LEC's and Payphone providers also remit to Cincinnati Bell for payment from all the IXC for all calls made on their identified payphone lines. The FCC first mandated this payment at about \$.024 per call for public payphones. The cost of the compensation was increased over time and the LEC's and Payphone providers went back and had prison lines included in the types of calls they wanted compensation on since they were collect and completed on a public or semi-public phone. This is a pass through fee that is remitted back to the LEC's via the clearing house. In the case of a supplier this is not considered revenue as they collect it and pass it on to the LEC.

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The Payphone Surcharge is a completely different charge. It is basically a setup fee for the collect call and automated services needed to complete the call. Generally providers keep the revenue associated with the surcharge to cover their expenses and remit the per call comp fee to the clearing house to pay for the use of the LEC's equipment. In locations where providers own the lines and equipment, they do not charge per call compensation since they get the benefit of the revenue associated with the call. However, LEC's can collect it, and it can be considered part of the commissionable revenue stream.

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ATTACHMENT #10
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ARIZONA DEPARTMENT OF
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HISTORICAL CALL VOLUME BY FACILITY

ARIZONA DEPARTMENT OF CORRECTIONS
(01 July 2005 thru 30 June 2006)

AZ DOC Site	Calls/Minutes	Local	IntraLATA	InterLATA	Interstate	International	Other
ASPC-Douglas							
Complex Main	Total Calls	2,111	17,455	54,639	8,960	33	0
	Total Minutes	25,544	202,859	747,429	119,462	459	0
Papago Unit	Total Calls	254	1,685	7,796	906	0	0
	Total Minutes	2,707	19,191	104,406	11,569	0	0
ASPC-Eyman							
Cook Unit	Total Calls	548	9,490	2,716	2,044	0	0
	Total Minutes	31,164	102,409	36,640	26,902	0	0
Meadows Unit	Total Calls	847	9,794	2,311	3,105	0	0
	Total Minutes	9,780	115,162	30,816	42,169	0	0
Rynning Unit	Total Calls	394	10,060	2,144	1,615	0	0
	Total Minutes	4,612	111,047	28,915	21,481	0	0
SMU I Unit	Total Calls	428	16,956	4,127	4,736	0	0
	Total Minutes	2,586	109,536	33,371	37,077	0	0
SMU II Unit	Total Calls	0	0	0	0	0	0
	Total Minutes	0	0	0	0	0	0
ASPC-Florence							
Complex Main	Total Calls	2,666	48,292	8,783	6,838	462	0
	Total Minutes	31,254	507,229	102,097	79,963	4,349	0
East Unit	Total Calls	1,302	17,690	3,665	2,930	0	0
	Total Minutes	15,732	204,679	49,193	37,985	0	0
Picacho Unit	Total Calls	240	8,500	2,135	1,002	36	0
	Total Minutes	2,718	98,405	26,837	13,366	382	0

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AZ DOC Site	Calls/Minutes	Local	IntraLATA	InterLATA	Interstate	International	Other
ASPC-Lewis							
Bachman Unit	Total Calls	24,145	3,357	2,463	2,289	165	0
	Total Minutes	276,601	39,542	32,304	27,929	1,826	0
Barchey Unit	Total Calls	31,395	5,640	5,957	4,029	1	0
	Total Minutes	356,565	63,169	78,062	51,613	12	0
Buckley Unit	Total Calls	20,878	3,392	4,142	1,495	1	0
	Total Minutes	233,728	41,383	56,553	19,402	13	0
Morey Unit	Total Calls	10,446	2,820	2,411	2,125	8	0
	Total Minutes	116,819	32,704	32,587	27,704	89	0
Rast Unit	Total Calls	9,372	952	2,149	1,361	22	0
	Total Minutes	113,414	11,724	29,774	18,173	285	0
Stiner Unit	Total Calls	26,582	4,172	6,349	2,809	0	0
	Total Minutes	298,681	49,399	86,222	36,566	0	0
ASPC-Perryville							
Complex Main	Total Calls	119,012	22,229	12,618	13,123	0	0
	Total Minutes	1,386,857	260,276	165,419	176,179	0	0
SACRC	Total Calls	3,948	2,959	3,419	680	0	0
	Total Minutes	39,534	26,520	43,255	8,395	0	0
ASPC-Phoenix							
Alhambra Unit	Total Calls	7,276	622	414	631	0	0
	Total Minutes	81,654	6,662	5,653	7,738	0	0
Globe Unit	Total Calls	468	2,558	8,362	1,042	589	0
	Total Minutes	5,617	28,971	108,184	13,653	5,106	0

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(01 July 2005 thru 30 June 2006)

AZ DOC Site	Calls/Minutes	Local	IntraLATA	InterLATA	Interstate	International	Other
ASPC-Safford							
Complex Main	Total Calls	222	3,861	18,120	1,512	1,947	0
	Total Minutes	1,840	43,971	241,808	19,139	19,402	0
Ft Grant Unit	Total Calls	461	22,602	16,350	2,277	889	0
	Total Minutes	6,035	295,701	211,206	29,917	9,173	0
ASPC-Tucson							
Complex Main	Total Calls	32,185	4,262	71,787	13,052	2,731	0
	Total Minutes	373,205	52,057	966,822	173,233	29,223	0
Manzanita Unit	Total Calls	0	0	829	228	6	0
	Total Minutes	0	0	8,004	2,190	37	0
ASPC-Winslow							
Complex Main	Total Calls	113	39,306	7,459	4,644	969	0
	Total Minutes	1,316	466,098	101,772	61,692	9,154	0
Apache Unit	Total Calls	146	5,936	1,682	741	587	0
	Total Minutes	1,901	77,312	22,840	9,216	6,442	0
ASPC-Yuma							
Complex Main	Total Calls	19,377	42,850	12,744	8,381	3	0
	Total Minutes	200,162	503,647	172,274	109,380	42	0

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ARIZONA DEPARTMENT OF CORRECTIONS
(01 July 2005 thru 30 June 2006)

AZ DOC Site	Calls/Minutes	Local	IntraLATA	InterLATA	Interstate	International	Other
PRIVATIZED							
<i>Florence West</i>	<i>Total Calls</i>	590	18,519	5,439	1,151	0	0
	<i>Total Minutes</i>	4,967	204,764	68,874	114,225	0	0
<i>Kingman</i>	<i>Total Calls</i>	1,468	68,384	11,303	5,403	1,199	0
	<i>Total Minutes</i>	18,282	870,301	144,774	66,811	13,080	0
<i>Marana</i>	<i>Total Calls</i>	3,389	1,112	16,609	1,304	251	0
	<i>Total Minutes</i>	39,604	12,137	213,099	16,018	2,867	0
<i>Phoenix West</i>	<i>Total Calls</i>	23,736	4,422	4,125	1,086	0	0
	<i>Total Minutes</i>	277,818	50,829	55,804	14,530	0	0
<i>Total Calls</i>		343,999	399,877	299,628	100,819	9,899	0
<i>Total Minutes</i>		4,061,516	4,617,583	3,961,739	1,385,282	101,941	0

Notes: *If the Unit is not listed it has been consolidated under the Complex Main columns.

*SMU II has been consolidated under SMU I.

*Ft Grant and Apache figures were derived from previous year data.

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

Offeror hereby acknowledges receipt and understanding of above amendment.

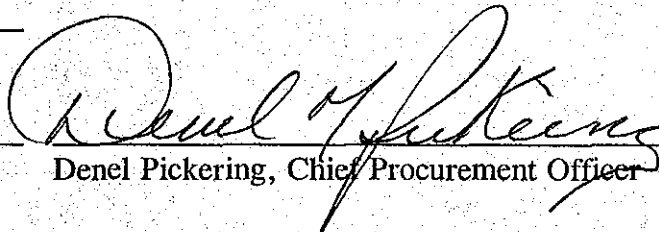
The above referenced Solicitation Amendment is hereby executed this 24th Day of August, 2006, in Phoenix, Arizona.

Signature

Date

Typed Name and Title

Name of Company


Denel Pickering, Chief Procurement Officer

SOLICITATION AMENDMENT NO. SIX

Contractor Cost Proposal Form

Contractor Name: _____

Contractors shall provide the dollar amount of up front payment the Department will receive at the beginning of each year of the contract term. \$ _____ This up front shall be based on the commission rate offered. A true up payment shall be made at the end of each contract year for the balance of the commissions.

Contractor Proposed Rates

			Commission Rate	0.00%		
Type Call	Per Call Comp	Surcharge	Per Minute Rate		20 Min Call Cost	Family Costs
Collect						\$ -
Local						\$ -
IntraLATA						\$ -
InterLATA						\$ -
Interstate						\$ -
International						\$ -
						\$ -
Prepaid						\$ -
Local						\$ -
IntraLATA						\$ -
InterLATA						\$ -
Interstate						\$ -
International						\$ -
						\$ -
Debit						\$ -
Local						\$ -
IntraLATA						\$ -
InterLATA						\$ -
Interstate						\$ -
International						\$ -
						\$ -
Call Data (Total Calls - 2005 Data)						Total Family Costs
60% Collect		30% Prepaid		10% Debit		\$ -
	435,832	Local Calls				
	356,995	IntraLATA Calls				
	479,253	InterLATA Calls				
	124,890	Interstate Calls				
	8,162	International Calls				