



PINAL COUNTY  
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Inmate Telephone Services  
RFP # PC-111317

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Pinal County  
Finance Department  
31 N. Pinal St.  
Bldg. A  
P.O. Box 1348  
Florence, AZ 85132

## NOTICE OF REQUEST FOR PROPOSAL (RFP)

**Designated Agency:** PINAL COUNTY FINANCE DEPARTMENT

**Material or Service:** INMATE PHONE SERVICES

**Contract Type:** REQUEST FOR PROPOSAL

**MANDATORY Pre-Submittal/Site Visit Conference:** DECEMBER 12, 2011<sup>1</sup> \*\*\*NOTE: MANADATORY...SEE PAGE 4 FOR MORE INFORMATION.\*\*\*

**Questions Due:** DECEMBER 15, 2011 BY 5:00 PM ARIZONA TIME

**Solicitation Due Date:** JANUARY 11, 2012 BY 2:00 PM ARIZONA TIME

**Number of Copies Required:** ONE (1) ORIGINAL AND THREE (3) COPIES

**Solicitation Opening Date:** JANUARY 11, 2012 AT 2:15 PM ARIZONA TIME

**Solicitation Opening Location:** PINAL COUNTY  
PURCHASING DIVISION  
31 NORTH PINAL STREET  
BUILDING A, SECOND FLOOR  
FLORENCE, AZ 85132

**Procurement Officer Contact Name:** BRENDA WIDUGIRIS  
SENIOR PROCUREMENT OFFICER

**Telephone:** (520) 866-6265

**Fax:** (520) 866-6661

**E-mail:** Brenda.Widugiris@pinalcountyaz.gov



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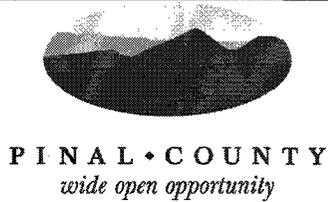
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## AUTHORIZATION

In accordance with the Pinal County Procurement Code, Offers for the services specified will be received by the **Pinal County Finance Department**, at the location specified on page one, until the time and date cited. Offers received by the correct time and date shall be opened and:

<b>Invitation Type</b>	<b>Information Read Aloud at Public Opening Ceremony</b>
RFP	Responder's Name

All other information contained in the Offer shall remain confidential until award is made. **If you need directions to our office, please contact the Procurement Officer listed on the front page.** Offers shall be in the actual possession of the Finance Department at the location indicated, on or prior to the exact time and date indicated above. **Late Offers will not be considered.**

Offers shall be submitted in a sealed envelope/box with the solicitation number and Responder's name and address clearly indicated on the outside of the envelope/box(s). All Offers shall be written legibly in ink or typewritten. Additional instructions for preparing an Offer are provided herein.

## RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

### DOCUMENTS REFERENCED:

You may access a copy of the documents referenced within this solicitation at the following web addresses:

Arizona Revised Statutes (A.R.S.) is available at:  
<http://www.azleg.state.az.us/ArizonaRevisedStatutes.asp>

Pinal County Procurement Code – Articles 1 through 13 – is available at:  
<http://pinalcountyyaz.gov/Departments/Finance/Pages/Home.aspx>

I.R.S. W-9 form (Request for Taxpayer I.D. Number) is available at:  
<http://www.irs.gov/pub/irs-pdf/fw9.pdf>



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## SECTION 1: INTRODUCTION AND BACKGROUND

**1.1. Introduction:** Pinal County covers 5,386 square miles of south central Arizona. It is located between Maricopa and Pima Counties, and is approximately 50 miles from Downtown Phoenix, and Downtown Tucson. In 2010 the County's population was estimated to be 345,000.

The economy of the County is largely based on agriculture and copper mining, with farming predominating in the western half of the County, and mining in the eastern half. Industrial and service jobs are being created in the population centers of Casa Grande, Coolidge, Eloy, and Apache Junction. Pinal County has a three-member Board of Supervisors with a Board-Manager form of government.

**1.2 Background:** The purpose of this RFP is to ensure the acquisition of a turnkey, fully operational, secure and reliable inmate telephone system designed to improve the management and control of inmate telephone usage in the Pinal County Sheriff's Office Adult Detention Center (PCSO-ADC).

**1.3 Objectives:** The objectives of PCSO-ADC is to ensure that inmate telephone usage is appropriately restricted and monitored; telephone harassment of victims and witnesses is prevented; staff time required to administer the system is kept to a minimum; information is maximized; commission revenue to the Inmate Welfare Fund is maximized; and call rates are provided at a reasonable cost to the inmates and their families.

PCSO-ADC is seeking a single independent Contractor with end-to-end responsibility for inmate telephone services. **NOTE: PCSO-ADC NOR PINAL COUNTY SHALL BEAR RESPONSIBILITY FOR ANY COSTS ASSOCIATED WITH THE INMATE TELEPHONE SYSTEM.**

**1.4 Pre-Submittal/Site Visit Conference Information:** A **MANDATORY** Pre-Submittal/Site Visit Conference will be held at 9:00 a.m. on 12/12/11 at 971 Jason Lopez Circle, Florence, Arizona 85132. **IN ORDER TO SUBMIT A PROPOSAL, YOU MUST ATTEND THIS CONFERENCE.** All attendees who will be participating in the secure facility tour must submit their name, date of birth, and social security number so that a criminal history check can be performed one week in advance of the date of the conference. (NOTE: This information will be confidential and will NOT be available for public viewing.) Submit this information to the Procurement Officer listed on page one of this document.



## SECTION 2: SCOPE OF SERVICES

**2.1 Facility/Inmate Demographics:** PCSO-ADC is operated at 971 North Jason Lopez Circle, in Florence, AZ 85132. The PCSO-ADC facility has an occupational rate for up to 1,504 inmates/detainees. PCSO-ADC provides housing for County inmates, as well as detainees for the US Marshals and the Department of Homeland Security-ICE (Immigration and Customs Enforcement). Of those housed, approximately 43% are County inmates, 37% ICE detainees, and 20% US Marshal inmates. Currently, there are 157 phones in service; they are set up as follows:

- 2.1.a "A" Unit = 9 Phones
- 2.1.b "B" Unit = 20 Phones
- 2.1.c "C" Unit = 20 Phones
- 2.1.d "D" Unit = 1 Phone
- 2.1.e "E" Unit = 20 Phones
- 2.1.f "F" Unit = 20 Phones
- 2.1.g "G" Unit = 20 Phones
- 2.1.h "H" Unit = 20 Phones
- 2.1.i "J" Unit = 20 Phones
- 2.1.j Roll Around Cart Phone = 2 Phones
- 2.1.k TTY Phone = 1 Phone
- 2.1.l Intake = 4 Phones

**2.2 Contractor Requirements:** The items listed in this section are general requirements. All respondents submitting a proposal shall indicate *COMPLY*, *DOES NOT COMPLY*, OR *EXCEPTION* next to each requirement with a comment describing the "DOES NOT COMPLY" or the "EXCEPTION" response.

- 2.2.a The Contractor shall provide all equipment, labor, supervision and materials required to acquire, install, operate, and maintain all telephone equipment necessary for the operation of a collect/debit/prepaid telephone system for inmates/detainees at no charge to PCSO-ADC.
- 2.2.b The Contractor shall replace and install at a minimum new "Cat 5E" wiring with terminations at both ends and run lengths not to exceed 90 meters in order to provide quality voice transmission for inmate calls.
- 2.2.c All telephone service related to the inmate telephones shall be provided at the Contractor's own expense. PCSO-ADC will NOT incur any costs associated with any portion of the installation or services throughout the term of the contract.



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- 2.2.d** The Contractor shall not place any advertising information on any telephone or telephone enclosure without the prior written approval of PCSO-ADC.
- 2.2.e** The Contractor acknowledges that after the initial installation, the number and style of inmate telephones may be increased, decreased or modified based on PCSO-ADC's requirements at no cost to PCSO-ADC.
- 2.2.f** The Contractor shall pay all royalty and license fees relating to the items covered by the contract. In the event any third party shall claim the manufacture, use, and sale of these goods offered constitute an infringement of any copyright, trademark, or patent, the Contractor shall indemnify and hold harmless Pinal County, PCSO-ADC, and its officers and employees from any cost, expense, damage, or loss incurred in any manner by the County and PCSO-ADC because of such alleged infringement.
- 2.2.g** The Contractor shall be required to provide an onsite administrator to ensure that PCSO-ADC remains in full compliance with the National Detention Standards for inmate calling.
- 2.2.h** The Contractor shall provide descriptive literature and user manuals for the proposed telephone system.
- 2.3 Minimum Requirements of Equipment:** The items listed in this section are minimum requirements of equipment. Respondents shall meet these requirements to be considered responsive to the RFP.
- 2.3.a System Configuration:**
- The inmate telephone system shall be a turnkey, non-coin telecommunications service.
  - The inmate telephone system shall be capable of completing station-to-station and/or person-to-person collect/debit/pre-paid calls from inmates/detainees.
  - The inmate telephone system shall not require any electrical outlets at the actual telephone set locations.
  - The inmate telephone system shall have an Investigative Module.
  - The inmate telephone system shall be "host" based. Recordings shall be stored in multiple locations to ensure catastrophic events do not compromise, alter, or destroy the integrity of the call bank. All inmate telephone recordings shall remain the sole property of the PCSO-ADC.



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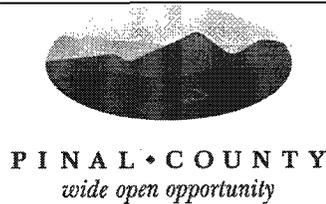
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- The inmate telephone system shall have the ability to integrate with current systems to include the Jail Management System (Spillman 4.3 with upgrade to 6.1 in the near future), Commissary System (Swanson), and Trust Fund and Banking System (Cobra Banker). **NOTE: Upon booking an inmate, the inmate telephone system shall communicate with the Jail Management System, thus NOT requiring staff to create a separate telephone account.**
- The inmate telephone system shall allow collect/debit/prepaid calls to cellular phones.

**2.3.b System Access:**

- The system shall provide one-way out-going collect/debit/prepaid calls. Calls to the Public Defender's Office will be allowed as non-collect calls. PCSO-ADC may indicate other telephone numbers that may be called as non-collectable calls at its discretion.
- The system shall prevent (call block) to:
  - i. 911
  - ii. All 800 services
  - iii. All 900 services
  - iv. 411 numbers
  - v. Directory Assistance
  - vi. Local Emergency Numbers
  - vii. Three Way Calls – Contractors shall describe in detail how their three-way call prevention is accomplished with their system.
  - viii. Other numbers as directed by PCSO-ADC
  - ix. Access to a live operator in any circumstance
  - x. All calls to pay phones
  - xi. All credit card calls
  - xii. The system shall be capable of local, long distance, and international collect calls. Contractors shall address international calling capability and cell phone calling capability.
- The system shall be capable of programmed call duration limits, as set by PCSO-ADC. The system will automatically terminate a call giving a one-minute warning. The capability of providing different time limits for individual inmates, cell blocks, and designated groups of telephones is desirable.
- The system shall ensure that for all long distance calls, the cost begins when the end user accepts the call.
- The system shall be capable of processing calls on a bilingual basis including, but not limited to, four languages with English and Spanish as a



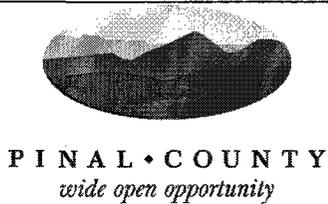
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minimum. Submitted proposals shall describe how a caller would access different prompts using the proposed system.

- Contractors shall place printed instructions on the telephone concerning how to obtain service. These instructions shall also be available audibly.
- The system shall have full-time fraud protection against hook switch calls, credit card calls, directory assistance calls, call forwarding, conference calls, and second party calls.
- The system shall not be capable of receiving incoming calls. The inmate telephone system shall provide outgoing collect/debit/prepaid service with no access to direct dialed or operator handled service.
- PCSO-ADC facility officials shall retain the capability of turning off or blocking service to any telephone or group of telephones from a central location inside the facility.
- All phones shall be FCC registered and the Contractor's current FCC number shall be provided as part of the solicitation response. Contractor shall submit a detailed description of all specific features offered.
- The system proposed shall be designed to use only an automated operator to place calls. The system shall provide clear voice prompts to complete calls without the use of an operator. Contractor shall provide a clear description of all automated operator services that will be used for inmate calls.
- The system shall be capable of blocking an unlimited amount of individual numbers. Contractor shall state the method to be used to block telephone numbers. Blocked numbers shall be able to be entered at a central location and have immediate effect at the facility level or system-wide. The system shall have the ability to block or refuse access to calling cards.
- **HOT NUMBER ALERTS:**
  1. The system shall allow an administrator to designate "Hot" PIN's and "Hot" destination numbers. When the system detects that a call is being made using any of these pre-programmed "Hot" PIN's or destination numbers, the system shall automatically call destination numbers designated by PCSO-ADC. These designated numbers shall include direct-dial phones, staff cell and home telephones, as well as pagers. Alerts to any type of phone shall prompt the recipient for a security code, and, after receiving a proper code, conference them into the call. The recipient shall be undetected by the inmate and called party; however, the recipient shall have the ability to disconnect the call or cut into the call and talk to each party. Alerts to pagers shall send information to the specified pager including the number being dialed and the PIN used in dialing.
  2. The system shall allow system administrators to add or remove destination numbers from the hot list using an onsite workstation



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provided by the Contractor. When personnel receive an alert call from the system, they shall be prompted for a security code and then immediately be able to monitor the call in progress. The system shall allow the chain of three numbers to be called and sequential form to alert PCSO-ADC facility personnel. The system shall allow the person monitoring the conversation to terminate the call in progress shall the need arise.

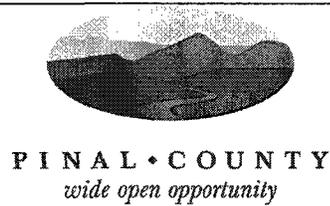
**2.3.c System Features:**

- Contractor shall provide written descriptions of system features. Descriptions shall be concise, easy to understand, and explain in detail the system value.
- System features to be described shall include, but not limited to, Call Length Control, Call Supervision, Inmate Messaging Services, Inmate Facility Orientation (English and Spanish mandatory) and Call Validation.

**2.3.d Reporting Requirements:** A value based summary of reporting requirements shall be described. Report requirements include being able to receive the reports electronically. Step-by-step procedures are not requested at this time.

**2.3.e Equipment:**

- The system shall have equipment designed for a correctional environment.
- If the telephones are replaced, the Contractor shall install new inmate stations made of heavy gauge steel construction with armored, tamper proof keypad, and Lexan handset. All units shall be provided with a 20" to 24" handset cord that will withstand 1000 pounds of longitudinal tension. Inmate telephones shall not expose screws, bolts, metal, or hard substance fasteners or any other material that can be removed from the unit without special security removal devices. Each station shall be secured with special security type screws. **Keypad locks are not acceptable.** Telephones shall be in full compliance with Americans with Disabilities Act (ADA) (TTY). **(NOTE: All demonstrations will be scheduled by the Procurement Officer.)** Inmate telephone sets shall be wall mounted, of stainless or equivalent tamper-resistant durable construction.
- All telephone equipment, cabling, wiring, and the installation shall meet or exceed all FCC, State, and local codes.
- Cordless phones will be needed for the segregation unit; 6-10 phones shall be provided by the Contractor.
- Contractor shall provide, as part of the awarded contract, all non-expandable miscellaneous equipment such as computer, printer, modems, and system



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software necessary to allow PCSO-ADC officials to query, display, and print individual inmate telephone activity. System software shall be security level based and password protected.

**2.3.f Call Branding:**

- All collect/debit/prepaid calls placed from a PCSO-ADC inmate telephone shall be capable of being identified to the called party as follows:  
*"This is a collect call from, \_\_\_\_\_, (Inmate speaks name or system plays inmate's pre-recorded name) who is currently in custody at the Pinal County Adult Detention Center."*
- The system shall provide the called party with the ability to hear calling rates as they apply to the phone call they are receiving.
- In addition, the system shall have the capability to inform the called party at selected intervals during the conversation that they are speaking with an inmate and the call is subject to monitoring and recording.
- Contractor shall provide a written or recorded example of the Call Branding to be used.
- The system shall allow for the inmate's name and name of the facility in real time uncompressed voice, to be announced to the called party prior to acceptance.
- The system shall allow the inmate to listen to the status of the call in progress for acceptance or denial by the called party. Call acceptance by the call recipient shall be accomplished through positive call acceptance. Passive acceptance of a call, such as staying on the line after the voice prompt sequence, is not permitted. Calls to answering machines, FAX machines, or computer modems will be terminated when the machine fails to positively accept the incoming call. The inmate shall not be allowed to communicate with the called party until the call is accepted. The called party shall be able to accept or reject a call from a rotary dial or pulse dial telephone.
- Contractor shall state options for call acceptance (voice, computer, etc.).
- The called recipient shall have an option to block any further inmate call attempts at the time the call is received.

**2.3.g Fraud Control:**

- Aid in controlling fraudulent use of the telephone network shall be provided by interference with secondary call patterns, termination of calls if a second dial tone is detected, and prohibition of hook switch dialing.



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- PCSO-ADC will bear no responsibility for the loss of revenue as a result of fraudulent use of the telephone service. Contractor agrees that the County and PCSO-ADC will bear no responsibility for fraudulent calls or theft of service. Furthermore fraudulent, stolen or lost calls shall not be deducted from revenue paid to PCSO-ADC. **NOTE: Fraudulent calls shall be the sole responsibility of the Contractor.**
- The system shall have the capability to detect the dialing of additional Dual Tone Multi-Frequency's (DTMF) following call connection. Upon detection, the system shall play a warning message to the inmate and the called party.
- The system shall provide the ability to detect and flag three-way-calls. Facility personnel shall be provided with the ability to mark the call as a three-way-call, disconnect call, or both. If the call is disconnected in error, the Contractor must correct the issue and immediately refund the fees.
- The system shall have three-way call detection greater than 90% accuracy. The accuracy shall be independently verified.
- Contractor agrees that the County and PCSO-ADC will bear no responsibility for un-billable or uncollectible calls. Furthermore, no revenue shall be deducted from commissions paid to PCSO-ADC for such calls. **NOTE: The Contractor shall bear sole responsibility for collection on all such calls.**
- The system shall have a shut-off function for each phone, each living area, and for the entire system.
- On-site computers and a web-based program shall be capable of performing call blocking, inmate PIN assignment, call allow lists, call duration programming, time of day automatic shutdown of telephones, and generation of administrative reports

**2.3.h Inmate Telephone Recording/Monitoring System:**

- Contractor shall provide an inmate telephone system with call monitoring and recording capabilities. Contractor shall describe the recording monitoring system being offered in terms of value to PCSO-ADC, not just specifications.
- The inmate telephone system shall possess the ability to share information with the Arizona Department of Corrections, the telephone records and recordings without altering the integrity or court admissibility of such recordings.
- The inmate telephone system shall have the capability of simultaneously recording all inmate calls 24 hours a day/7 days a week and maintain these recordings for up to one year from the date of the phone call.

**2.4 Service, Implementation/Installation, and Maintenance Requirements:**



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**2.4.a Service Program:**

- Contractor shall describe the service program, backup systems, as well as guaranteed response time, escalation process, stocking of spare parts, number of technicians, and their location. If this service is subcontracted, complete company identification and contact information shall be submitted.
- Contractor shall provide all necessary equipment, labor, parts, materials and transportation to maintain all inmate telephones in good working order throughout the life of the awarded contract. **NOTE: There will be NO charge made to PCSO-ADC for installation or maintenance of the system.**
- Contractor shall provide telephone equipment personnel who are fully trained, manufacturer certified, and/or qualified on the equipment and software to be serviced.
- Contractor shall provide training to PCSO-ADC staff at the location where equipment is installed. Additional training shall be provided to new staff assigned during the awarded contract period at no cost to PCSO-ADC. Training manuals shall be provided to PCSO-ADC staff at all training programs and will become property of PCSO-ADC.

**2.4.b Implementation and Installation:** (This section SHALL be completed by all Contractors other than the Incumbent Contractor.)

- Provide an implementation plan with the Contractor's proposal. Once the contract is awarded, the Contractor shall complete the installation within forty-five (45) days of notification to proceed by PCSO-ADC.
- If the Incumbent Contractor is not awarded the contract, the awarded Contractor shall coordinate with the Incumbent Contractor prior to the effective date of the contract to assure little or no interruption of inmate telephone service. **NOTE: The awarded Contractor shall notify PCSO-ADC in writing of any expected or anticipated interruption of inmate phone service during the transition.**
- Installation of all telephones and related equipment shall be accomplished by the Contractor or their sub-contractors during normal business hours or as directed by PCSO-ADC.
- Contractor shall restore to original condition at the Contractor's expense any damage to property caused by maintenance or installation personnel including but not limited to the walls, ceilings, etc. of PCSO-ADC facilities.



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- Contractor shall clean up and remove any debris resulting from their work. Upon completion of the installation, the premises shall be left in order and ready for immediate use.
- Contractor shall describe any changes to existing power and space capacity that would be needed by Contractor's system.
- Contractor shall describe any improvements, enhancements or equipment/cabling replacements that will be provided.

**2.4.c Customer Service:**

- Contractor shall maintain a 1-800 Customer Service number which shall be answered 24 hours a day, 7 days a week by a live operator.
- Contractor shall maintain a 1-800 number for Pinal County and the public for inquiries about billing issues, call blocks, etc.
- Contractor shall provide a single point of contact for handling inmate and public complaints and inquiries.
- Contractor shall provide a single point of contact for handling financial, commission or billing inquiries.
- Informational pamphlets shall be available for inmates relative to the applicable features and functions of the inmate telephone system upon installation and request by PCSO-ADC.
- Informational website shall be available for public access.

**2.4.d Inspection Audit and Maintenance of Reports:**

- Contractor shall maintain books, records, and documents in accordance with generally accepted accounting practices that sufficiently and properly reflect all gross revenues generated.
- PCSO-ADC or their representatives shall have reasonable access, for the purpose of examination, to any books, documents, papers, and records of the Contractor as they may relate to the awarded contract.
- MAINTENANCE DIAGNOSTICS:
  1. The system software shall be designed to interrogate the system to perform continuous self-test diagnostics with PCSO-ADC personnel intervention.
  2. When the system detects a problem, a visual notification shall immediately be relayed to support personnel in the Contractor's maintenance center.
  3. Contractor shall include in the submitted proposal, clear and concise information describing the operation of the diagnostic system.



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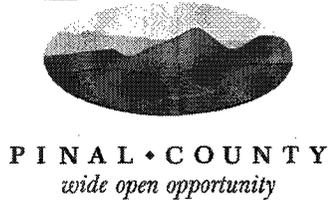
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4. Contractor shall perform remote software diagnostics on the inmate telephone system within four (04) hours of notification.
5. Contractor shall describe the expandability of the system and a brief history of the frequency of software updates. **All software updates are to be provided to PCSO-ADC at no additional charge.**

#### 2.4.e Financial Proposal:

- Vendor shall describe their entire financial proposal. PCSO-ADC's intent is to obtain the best combination of contract rights incentives, commission, and call rates that will benefit PCSO-ADC, inmates/detainees and their families.
- Explain in detail how your company will pay commissions including to but not limited to the definition of terms. Commissions shall be paid monthly and be accompanied by a commission report which shall include the following information:
  - i. Date of report and time period covered
  - ii. Total billed revenue by telephone and type of call
  - iii. A statement of accuracy signed by an authorized representative of the provider.
- Contractor shall ensure that all commission checks shall be made payable to the ***Pinal County Adult Detention Inmate Welfare Fund***.
- Contractor agrees that PCSO-ADC has the right to audit the revenues and commissions of all telephones covered under the terms of the awarded contract. Contractor shall pay PCSO-ADC compensation based upon calls placed from the public telephone in accordance with the commission schedule submitted with the Contractor's proposal.
- Contractor shall calculate commissions as a fixed percentage based upon the gross call revenues from each public/inmate telephone. This shall mean the appropriate per minute rate applied to each and every call placed from the facility for which there is an answer and acceptance by the called party. **There shall be no deductions whatsoever for un-billable or uncollectible calls for any other expense associated with providing or billing the services required by the awarded contract. There shall be no deductions from the gross revenue for the purpose of calculating the commissions for PCSO-ADC.**
- Payments are to be made within fifteen (15) days from the close of each month in which call revenue was generated by the inmate telephone system. Late charges for commission payments shall be assessed on all commission payments not made within the thirty (30) day period. Late charges for



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commission payments shall be equal to five percent (5%) per month of the commission due. PCSO-ADC shall receive detailed commission reports to accompany each monthly payment reflecting the true gross revenue figure. Site reports of competed call volume shall be consistent with commission payment data.

- PCSO-ADC reserves the right to audit commissions anytime during the contract term. PCSO-ADC will have the right from the commencement date of the awarded contract and for a period of two (02) years after the termination date of the agreement, upon ten (10) days written notice, to fully audit or examine any and all Contractor information pertaining to the awarded contract. PCSO-ADC will also have the right to have another independent agency of Pinal County's exclusive choice, perform any or all audits and examinations pertaining to the agreement.
- Contractor shall maintain accurate, complete, and auditable records fully reflecting the Gross Revenues from which commissions can be determined, including all call detail, EMI billing records and commissioning reports during the term of the awarded contract and for no less than two (02) years after the term of the awarded contract covered thereby in accordance with generally accepted accounting principles.
- Contractor shall provide a pricing and commission schedule for all types of calls originating from the PCSO-ADC (i.e. local, IntraLATA, InterLATA, Mexico, out-of-state long distance, international) **See Attachment H: Pricing Page.**
- Contractor shall provide the name of the local and long-distance carrier to be used.
- Contractor shall provide five (05) references where similar systems have been installed. Include facility name, address, contact name and phone number. **See Attachment C: References.**

## UNIFORM GENERAL TERMS AND CONDITIONS

**County** – Pinal County, Arizona

**Agency or User Department (PCSO-ADC)** – Used interchangeably to mean the



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County department or division responsible for managing the Contract and/or the project.

**Responder** – Refers to the individual, firm or organization responding to this solicitation.

**Evaluation Committee** – The committee established to formally evaluate responses (Offers) according to the evaluation criteria listed herein.

**Joint Venture** – Two or more persons or entities combining their property, money, skills, and knowledge to form a distinct legal entity to carry out a single business enterprise for profit, pursuant to a written agreement.

**Contract** - The legal agreement executed between the County and the successful (awarded) Responder. This may take the form of a written agreement or a purchase order.

**County Board of Supervisors** - The contracting authority for the County. The County Manager and the Chief Financial Officer are authorized to sign contracts and amendments up to \$250,000 on behalf of the Board of Supervisors.

**Director** – The Finance Director (Chief Financial Officer) for Pinal County.

**Shall, Will, Must** - Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of submittal as non-responsive.

**Shall** - Indicates something that is recommended but not mandatory. If the Responder fails to provide recommended information, the County may, at its sole option, ask them to provide the information or the County may evaluate the submittal without the information.

**May:** Indicates something that is not mandatory but permissible.



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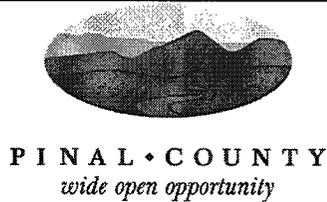
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### SECTION 3: SUBMITTING A RESPONSE

- 3-1 INQUIRIES AND NOTICES:** All inquiries concerning information herein shall be addressed to the Pinal County Finance Department, to the attention of the Buyer listed in the Notice on Page 1. Inquiries may be submitted by telephone but shall be followed up in writing. No oral communication is binding on behalf of Pinal County. The County is not responsible for and will not pay any costs associated with the preparation and submission of the response to this Solicitation. **Late responses will not be accepted.** The time clock in the Pinal County Finance Department will serve as the official time when determining whether a response is late.
- 3-2 INSTRUCTIONS FOR PREPARING AND SUBMITTING OFFERS:** Responders shall provide an original hardcopy (labeled) and the number of copies specified in the Notice on Page 1. Responders may provide an electronic copy of the proposal and/or supplemental materials as a supplemental copy, but not in lieu of physical copies unless otherwise specified in the Scope of Work. Responses shall be labeled to include the Solicitation number, title and return address to Pinal County, Purchasing Department, 31 N. Pinal St. Bldg. A, Second Floor, P. O. Box 1348, Florence, AZ 85132. The owner, corporate official or partner who has been authorized to make such commitments shall sign Offers.
- 3-3 RESPONSIBILITY TO READ AND UNDERSTAND:** The Responder is fully responsible for understanding this solicitation and the requirements of the resulting Contract. Failure to read, examine and understand the solicitation will not excuse any failure to comply with the requirements of the solicitation or any resulting Contract, nor shall such failure be a basis for claiming additional compensation. If the Responder suspects an error, omission or discrepancy in this solicitation, they shall immediately and in any case not later than five (5) business days in advance of the due date notify the person listed as the contact for this solicitation.
- 3-4 OFFICIAL SOLICITATION DOCUMENT:** The copy maintained and published by the County shall be the official solicitation document. Changes made to the document by any Responder may not be acknowledged or accepted by the County. Award or execution of a contract does not constitute acceptance of a changed term, condition, or specification unless specifically acknowledged and agreed to by the County.
- 3-5 DEVIATIONS, EXCEPTIONS:** If the Responder's submittal includes any deviation from the terms, conditions, requirements and/or specifications set forth herein or in any subsequent addenda, they shall be described fully on the appropriate Attachment form. The absence of statements of deviation or exception shall be construed to



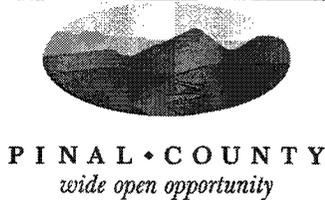
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mean that the Offer fully complies with the terms, conditions, requirements and specifications of the Solicitation.

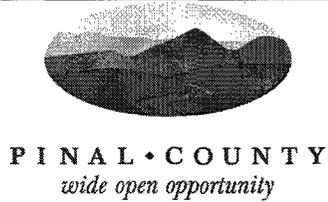
- 3-6 RIGHT TO REJECT:** The County reserves the right to cancel any Solicitation, to reject any or all bids, proposals or other submittals to this Solicitation or any part thereof; to reject non-responsive or non-responsible bids or proposals; to waive minor defects or technicalities, form errors or other informalities in any response. Before awarding the Contract, the County reserves the right to require the Responder to submit additional information as evidence of qualifications or any other information the County may deem necessary.
- 3-7 PUBLIC RECORD:** Responder acknowledges that the County is a public entity, subject to Arizona's public records law. Submission of a bid, proposal or related documents may result in the disclosure of any aspect, part or portion thereof. If a Responder believes that a bid, proposal, offer, specification or protest contains information that shall be withheld from public disclosure, a detailed statement advising the Director that explains and supports the claim shall accompany the submission, and the statement shall specifically identify everywhere this information appears. The claim shall include the period of time the information is requested to be held confidential. The Pinal County Finance Director shall make a written determination, within a reasonable time, whether the Responder's claim shall be honored. If the Director determines to reject the confidentiality claim, the Director shall inform the Responder in writing of such determination.
- 3-8 NON COLLUSION STATEMENT:** Each Responder shall include a signed and notarized Non-Collusion Statement form (see Attachment F: Non-Collusion Statement).
- 3-9 GRATUITIES PROHIBITED/INTEGRITY OF PROPOSALS:** The Responder affirms they have not given, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor or service to any employee of Pinal County in connection with the submitted Bid or Proposal. Failure to sign the Offer Form or signing it with a false statement shall void the submittal or any resulting contract. After award, the County may cancel this contract by giving written notice to the Contractor if it is found that any gratuity, gift or other prohibited item were offered or given to any County officer or employee. In the event the County cancels this contract pursuant to this provision, they shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Responder the amount of the gratuity.
- 3-10 LOBBYING PROHIBITED:** Responders are hereby advised that lobbying is not



permitted with any County personnel or members of the Board of Supervisors related to or involved with this Solicitation until the recommendation for award has been posted in the Procurement Office. All oral or written inquiries shall be through the Procurement Office.

## SECTION 4: CONTRACT EVALUATION AND AWARD

- 4-1 INTERGOVERNMENTAL COOPERATIVE PURCHASING:** The County has entered into various cooperative purchasing agreements with other Arizona government entities in order to conserve resources, reduce overhead and purchase costs and improve delivery time. The contract resulting from this Solicitation may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of the Contractor. Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The County shall not be responsible for any disputes arising out of transactions made by others.
- 4-2 CONTRACT TERM:** The contract term shall be 3 years, with 2 one-year option periods (if applicable). For each year in which another option is available, Contractor shall provide written notice to Pinal County at least 90 days prior to the end of the contract term that Contractor is requesting a one-year renewal of the Contract. Pinal County, in its discretion, may accept or decline to renew the agreement for each additional one-year period, and shall give Contractor not less than 30 days notice of non-renewal. The total duration of this contract, including the exercise of any option periods, shall not exceed 5 years (if applicable).
- 4-3 EVALUATION CRITERIA:** County personnel and any outside experts the County considers necessary will evaluate responses to this Solicitation. Unless otherwise set forth in the Contractor Requirement and/or Service Objectives, the County reserves the right to award in whole or in part, by item or group, by section or geographic area, or make multiple awards where such action serves the County's best interest. All responses to a Solicitation shall meet the following responsiveness and responsibility criteria:
- a) Responsiveness. The County will determine whether the Proposal complies with the submittal instructions, including completeness and the inclusion of all required forms, attachments, and submissions.
  - b) Responsibility. The County will determine whether the Responder is one with whom it can or shall do business. Factors that the County may evaluate to determine responsibility include, but are not limited to excessively high or low pricing, past performance, references (including those found outside of the submittal), compliance with applicable laws, and financial capacity to perform



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as specified. The County reserves the right to inspect any proposed facilities or equipment to be used in performance of the contract and to review the qualifications of any key personnel to be assigned to provide services.

In accordance with the Pinal County Procurement Code, the County may enter into negotiations with those Responders whose offers are determined to be reasonably susceptible for an award. Negotiations may be in writing or in person and may include presentations, site visits or demonstrations. However, the County may proceed with an award, on the basis of information received in the original proposal(s). Below are the evaluation criteria that will be used during the evaluation process listed in their relative order of importance.

**Area of Evaluation**

**Method of Approach for Inmate Telephone Services:** Responder shall provide narrative responses that describe the overall method of approach for providing the services listed in Section 2: Scope of Services of the RFP document. Within the Responder's response, the narrative shall include at the minimum:

- A description of the System Access, Requirements, and Features
- A narrative describing the Reporting Capabilities of the Inmate Telephone System
- A description of the system equipment as well as the Customer Service approach/methodology
- A description of the Implementation/Installation/Maintenance processes

**Capacity of Offeror:** Responder shall provide narrative responses that describe their ability to provide all services listed in Section 2: Scope of Services of the RFP document (include this as a document in Tab 3 – Additional Materials). Within the Responder's response, the narrative shall include at the minimum:

- Complete Attachment B: Responder's Profile
- Summary of Past Experience with Clients of a Similar Size and Scope
- Resumes of Key Personnel Assigned to the Project
- Financial Records

**Total Proposed Cost:** Responder shall provide an itemized cost-detail sheet.

- Complete Attachment H: Pricing Page

**Terms and Conditions/References** Contractor shall provide all required documents as outlined on page 36 of the RFP document.

- Complete Attachments C, D, E, F, G, Checklist, and Offer and Acceptance form



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- 4-4 NOTICE TO PROCEED/ORDERING AUTHORITY:** Contract award will be made in accordance with the Pinal County Procurement Code. The Contractor agrees to render goods or services promptly and diligently upon receipt of a written purchase order or notice to proceed. Any attempt to represent any product not specifically awarded under this Contract is a violation of the contract. Any such action is subject to the legal and contractual remedies available to the County, inclusive of, but not limited to, contract termination, suspension and/or debarment of the Contractor. A signed Contract and valid purchase order shall be in place prior to the start of any work each year, including renewal periods.
- 4-5 POST AWARD MEETING:** The Contractor may be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of this Contract. This meeting will be coordinated by the Procurement Officer of the Contract.
- 4-6 RESULTING CONTRACT:** Unless otherwise agreed to in writing, the Solicitation, the Responder's signed Offer Form, counter-signed by the County's authorized representative, all County attachments, addenda and the corresponding purchase order will constitute the complete agreement between the parties. **Shall the Responder require any modifications to the Solicitation, including the Uniform Terms and Conditions, such modifications shall be described on Attachment D "Deviations and Exceptions".** If the Responder requires additional or separate contract documents, a sample shall be included in the response to the Solicitation. The County is not bound to use any such contract documents unless it agrees in writing to do so.
- 4-7 QUANTITIES:** Any reference in this Solicitation to quantities or performance frequencies represent the County's best estimate but shall not bind it to purchase, accept or pay for services which exceed its actual needs or for which funding is not available. In the event of a discrepancy between the unit price and extension thereof (total), the unit price shall prevail.
- 4-8 CURRENT PRODUCTS, WARRANTY:** All equipment, materials, parts and components furnished or incorporated in the work performed under this Contract shall be new, of the latest model and most suitable grade for the purpose intended. Unless specifically requested by the County, no remanufactured, used or secondhand materials or parts are may be provided. Unless otherwise agreed, the Contractor warrants that all products, supplies or equipment shall be new, unused, of most current manufacture and not discontinued, free of defects in materials and workmanship, and provided in accordance with manufacturer's standard warranty for at least one (1) year unless otherwise specified. In addition, all products, supplies or equipment shall perform in accordance with manufacturer's published specifications.



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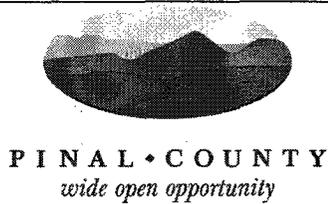
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The Contractor warrants it has title to or the right to allow the County to use, the supplies and services being provided and that the County may use same without suit, trouble or hindrance from the Contractor or third parties.

- 4-9 QUALITY OF WORK:** The Contractor shall be responsible for the professional quality and technical accuracy of the goods and services provided under this contract. Services shall be performed in accordance with generally accepted professional and industry standards. All services shall conform to and be in compliance with applicable federal, state and local statutes, rules, codes, laws, ordinances, regulations and restrictions. The Responder shall work closely with the County, and provide all reports and documents, including proposed corrective work through the County Chief Financial Officer or her designee.
- 4-10 CONFLICT OF INTEREST:** Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee, agent or Contractor of any other party to the Contract in any capacity with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.
- 4-11 ADVERTISING:** The Responder/Contractor shall not advertise or publish information concerning this Solicitation or the resulting Contract without prior written consent of the County.
- 4-12 PROTEST PROCEDURE:** Shall a Responder believe that the County has not properly followed the selection procedures as outlined in the Pinal County Procurement Code, a protest may be filed as described in the Pinal County Procurement Code.

A protest shall be in writing and shall be filed with the Procurement Officer. A protest of a Solicitation shall be received at the Procurement Office before the solicitation opening date. A protest of a proposed award or of an award shall be filed within ten (10) days after the protestor knows or shall have known the basis of the protest. A protest shall include:

- A. The name, address, and telephone number of the protestor;
- B. The signature of the protestor or its representative;



- C. Identification of the solicitation number;
- D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and,
- E. The form of relief requested.

## SECTION 5: CONTRACTOR BUSINESS REQUIREMENTS

**5-1 CONTRACTUAL RELATIONSHIP:** The Responder agrees it is a separate and independent enterprise from the County, and it has a full opportunity to find other business. The Responder represents it has made its own investment in its business and that it will utilize a high level of skill necessary to perform the work, including all services required. This contract does not create, and shall not be construed as creating any joint employment relationship between the Responder and the County, and the County will not be liable for any obligation incurred by the Responder including but not limited to unpaid minimum wages, insurance or Worker's Compensation coverage, overtime premiums, withholding or payment of taxes and/or Social Security, unemployment payments, and any other withholdings or payments required by law.

**5-2 BUSINESS AND PROJECT LICENSES AND PERMITS:** Responder/Contractor shall maintain all Federal, State, and local registrations, licenses, and permits required for the operation of the business and for performing the work as specified herein. Such registrations, licenses and permits shall be kept current throughout the term of the contract/project.

**5-3 CONTRACTOR BUSINESS FACILITIES AND BUSINESS PRACTICES:** The Responder/Contractor's personnel, facilities and equipment shall be in full compliance with all applicable federal, state and local health, environmental and safety laws, regulations, standards, ordinances, privilege license and permit requirements, whether or not they have been referenced by the County.

Employee compensation shall meet all applicable requirements of the Fair Labor Standards Act and Federal and Arizona minimum wage laws, in addition to all applicable OSHA regulations. The Contractor bears full responsibility for employee training, safety, and providing necessary equipment to achieve compliance with all such laws and regulations prior to the contract commencement date and to maintain compliance throughout the duration of the contract.

**5-4 AFFIRMATIVE ACTION:** Responder/Contractor agrees to abide by the provisions of the County Affirmative Action Program. Responder/Contractor, their



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subContractor(s) and supplier(s) agree to adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, promote and upgrade the position of employees regardless of race, color, religion, ancestry, sex, age, disability, national origin, sexual orientation, gender identity, familial status, or marital status and who agree and are responsive to the County's goals. Upon request, the Responder/Contractor agrees to submit the following reports to the County's Office of Equal Opportunity Programs:

- Part A. Employment Information Report
- Part B. Equal Employment Opportunity/Affirmative Action Policy Plan;
- Part C. Employer Equal Employment Opportunity (EEO) Workforce Profile.

All such reports on file with the Equal Employment Opportunity Office will be updated at least annually. The Equal Employment Opportunity Office may for good cause recommend to the County's Chief Financial Officer that failure to comply with the requirements of this subsection be waived and that the submittal be accepted contingent upon receipt of the required reports before a notice to proceed is issued.

- 5-5 AMERICANS WITH DISABILITIES ACT:** The Responder/Contractor shall comply with all applicable provisions of the Americans with Disabilities Act, Public Law 101-336, 42 U.S.C. 12101-12213, and applicable federal regulations under the Act.
- 5-6 DRUG FREE WORKPLACE PROGRAM:** Contractors are hereby advised that Pinal County has adopted a policy establishing a drug free workplace for itself and as a requirement for Contractors doing business with the County, to ensure the safety and health of employees working on its contracts/projects. The Contractor shall require a drug free workplace for all employees working under the contract. Specifically, all Contractor employees who are working under this contract shall be notified in writing by the Contractor that they are prohibited from the manufacture, distribution, dispensation, possession or unlawful use of a controlled substance in the workplace. The Contractor agrees to prohibit the use of intoxicating substances by all employees and shall ensure that employees do not use or possess illegal drugs while in the course of performing their duties. Failure to require a drug free workplace in accordance with the Policy may result in termination of the contract and possible debarment from bidding on future contracts/projects.
- 5-7 GOVERNMENT DEBARMENT & SUSPENSION CERTIFICATION:** Responder certifies that it and any of its principals are not presently debarred, suspended, proposed for debarment or declared ineligible for the award of contracts by any Federal agency. Responder agrees that it complies with all requirements of Executive Order 12549 related to Government Debarment and Suspension (49CFR Part 29).



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**5-8 FOREIGN BUSINESS OPERATIONS:** Responder certifies that in accordance with A.R.S. §35-391 it does not have scrutinized business operations in Sudan and in accordance with A.R.S. §35-393 it also does not have scrutinized business operations in Iran.

**5-9 COMPLIANCE WITH FEDERAL AND STATE IMMIGRATION LAWS:** The Responder/Contractor shall ensure and keep appropriate records to demonstrate that all employees have a legal right to live and work in the United States. Specifically, the Contractor agrees to comply with the Federal Immigration and Nationality Act (FINA), the Immigration Reform and Control Act of 1986 (IRCA) and all other Federal immigration laws and regulations related to the immigration status of its employees in performance under this Agreement.

Under the provisions of A.R.S. §41-4401, Contractor hereby warrants to the County that the Contractor and each of its subContractors ("SubContractors") will comply with A.R.S. §23-214 E-Verify Program (hereinafter "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of the Contract at the sole discretion of the County.

The Contractor shall include a written provision requiring compliance with the applicable federal and state immigration laws in each subcontract used in the performance of the terms of the contract awarded by the County.

The Contractor agrees to permit the County or its agents to inspect personnel records and the employment related papers of any Contractor or SubContractor employee who works on this Contract to ensure that the Contractor or SubContractor is complying with the Contractor Immigration Warranty. Contractor agrees to assist the County in regard to any such inspections. The County may, at its sole discretion, conduct random verification of the employment records of the Contractor and any of SubContractors to ensure compliance with Contractor's Immigration Warranty. Contractor agrees to assist the County in regard to any random verification performed.

Neither the Contractor nor any SubContractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor or SubContractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214, Subsection A.



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**5-10 RECORDS RETENTION:** The Contractor shall maintain all pertinent files, records, and documents which relate to its business operations, employment practices and the delivery of products or services provided for under this contract. Upon request, the County may inspect or request copies of any records it deems necessary to determine compliance with any of the requirements of this contract. Upon request, Contractor shall demonstrate to the County's satisfaction any programs, procedures and other activities used to ensure such compliance.

Internal control over all financial transactions related to this contract shall be in accordance with sound fiscal policies. At any time during the Contract and for up to five years thereafter, the County may, at its expense and at reasonable times and places, audit the books and records of the Contractor and any or all subContractors. Said audit shall be limited to the scope of this contract. For this reason, the Contractor shall retain all supporting documents, files, and records for at least six (6) years after the termination of this contract.

**5-11 CONFIDENTIALITY OF RECORDS:** The Contractor shall maintain the confidentiality and privilege of any documents that the Contractor has access to which have been designated by the County as confidential or privileged. The Contractor shall establish and maintain procedures and controls that are acceptable to the County for the purpose of assuring that no information contained in its records obtained from the County or from others in carrying out its functions under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information shall be referred to the County. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the County.

**5-12 INSURANCE REQUIREMENTS:** The Contractor shall purchase and maintain at its own expense the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms shall be acceptable to the County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily



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completed and formally accepted. Failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract. The Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by the County shall not contribute to it. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and the County, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract. The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insured.

The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

**A. COMMERCIAL GENERAL LIABILITY:** Commercial General Liability (CGL) Insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence and \$3,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.



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**B. AUTOMOBILE LIABILITY:** Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

**C. WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

Policy shall contain a waiver of subrogation against Pinal County, its departments and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

**5-13 CERTIFICATES OF INSURANCE:** Prior to commencing work or services under this Contract, Contractor shall upon request, furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title. In the event any insurance policy (is) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance. If a policy does expire during the life of the Contract, a renewal certificate shall be sent to County fifteen (15) days prior to the expiration date. Insurance required herein shall not be permitted to expire, be cancelled, or materially changed without thirty (30) days prior written notice to the County.

**SECTION 6: CONTRACT ADMINISTRATION, INTERPRETATION**

**6-1 APPLICABLE LAW:** This contract shall be governed by the law of the State of Arizona, and suits pertaining to this contract shall be brought only in the Pinal County Superior Court, Florence Arizona.



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- 6-2 LEGAL REMEDIES, ARBITRATION:** All claims and controversies shall be subject to the Pinal County Procurement Code. It is understood and agreed that no provision of any resulting contract shall require arbitration upon the County except by the County's express written consent given subsequent to the execution of the Contract. However, if both parties agree, disputes may be resolved through arbitration. The dispute shall be resolved as provided for in A.R.S. Sec. 12-1501, et seq. The Contractor shall continue to render the services required by this contract without interruption, notwithstanding the provisions of this section.
- 6-3 CONTRACT AMENDMENTS:** This contract shall be modified only by a written contract amendment approved and signed by the County Board of Supervisors.
- 6-4 PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.
- 6-5 SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
- 6-6 INTERPRETATION - PAROL EVIDENCE:** This contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.
- 6-7 SUBCONTRACTING:** The Contractor may not subcontract work for a contract without the express written permission of the County. If the Contractor has received authorization to subcontract work, it is agreed that all subContractors performing work under the agreement shall comply with its provisions and it is expressly understood that all persons employed by the Contractor, either directly or indirectly, shall be considered employees or agents of the Contractor and not the County. Nothing contained in any contract or joint venture agreement shall create any contractual relationships between any subContractor and Pinal County, nor shall the same create any obligation on the part of Pinal County to pay any subContractor.



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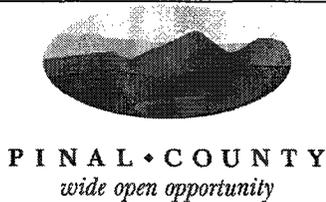
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- 6-8 ASSIGNMENT; DELEGATION:** No right or interest in this contract shall be assignable in whole or in part without the written consent of the parties hereto, and no delegation of any duty of Responder/Contractor shall be made without prior written permission of the County's Chief Financial Officer. This Contract and all of the terms, conditions and provisions herein, shall extend to and be binding upon the heirs, administrators, executors, successors, and assigns of the parties hereto. The County shall not unreasonably withhold approval of assignment/delegation and shall notify the Responder/Contractor of the County's position within fifteen (15) days of receipt of written notice.
- 6-9 NO WAIVER OF RIGHTS AND REMEDIES:** No provision in this document or in the response to this Solicitation shall be construed, expressly or by implication as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim or default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.
- 6-10 RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the former party may demand in writing that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) business days after delivery of the written demand, the demanding party may treat this failure as an anticipatory repudiation with this contract
- 6-11 FORCE MAJEURE:** 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 is prevented by reason of Force Majeure. The term "Force Majeure" means a major occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subContractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall immediately notify the other party in writing of such delay of the commencement thereof, and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The time of completion shall be extended by contract modification for a period of time



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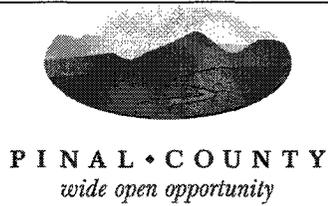
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equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this contract.

- 6-12 INDEMNIFICATION:** The Contractor agrees to defend, indemnify and hold the County, its elected officials, officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys' and witnesses' and expert witnesses' fees, and expenses incident thereto, relating to bodily injuries to persons (including death) and for loss of, damage to, or destruction of real and/or tangible personal property (including property of the Count) and all other types of claims resulting from the actual or alleged negligence, misconduct, or fault of the Contractor resulting from the acts or omissions of the Contractor, its employees, agents, or subContractors in the performance of the contract.

The Contractor shall assume risk of loss until delivery to the County's facility. The Contractor shall do nothing to prejudice the County's right to recover against third parties for any loss, destruction, or damage to County property, and shall at the County's request and expense, furnish reasonable assistance and cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the County in obtaining recovery. In any instance where the Contractor has accepted a tender from the County, the Contractor agrees to update the County during the course of the litigation and to timely notify the County of any issues that may involve the independent negligence of the County that is not covered by the tender.

Without limiting the foregoing, the Contractor shall, without limitation, at its expense defend the County against all claims asserted by any person that anything provided by the Contractor infringes a patent, copyright, trade secret or other intellectual property right and shall, without limitation, pay the costs, damages and attorneys' fees awarded against the County in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment shall be obtained against the County's use or operation of the items provided by the Contractor hereunder or any part thereof by reason of any alleged infringement, the Contractor shall, at its expense and without limitation, either (a) modify the item so that it becomes non-infringing; or (b) procure for the County the right to continue to use the item; or (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the County an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount shall be calculated on a useful life not less than 5 years, and



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plus any additional costs the County may incur to acquire substitute supplies or services.

The County assumes no liability for actions of the Contractor and shall not indemnify or hold the Contractor or any third-party harmless for claims based on this contract or use of the Contractor provided supplies or services. Neither party shall be liable for incidental, special or consequential damages.

**6-13 DEFAULT, TERMINATION AND OTHER REMEDIES.** The County reserves the right to terminate any part or all of a contract resulting from this solicitation if the Contractor fails to carry out any term, promise, or condition of the contract. The County will issue a written Notice of Default to the Contractor if in the opinion of the County, the Contractor:

- Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the contract resulting from this solicitation;
- Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) days;
- Fails to obtain and/or keep any required bonds and insurance policies in full force and effect at all times during the term of the contract;
- Provides services that do not meet the requirements of the contract or conducts business in an unethical or illegal manner;
- Fails to complete the required work or fails to perform required services within the time frame stipulated.
- Fails to materially perform or comply with the terms and conditions of the contract resulting from this solicitation.

Failure of the Contractor to remedy any problems noted by the deadline set in the Notice of Default or to otherwise bring performance to satisfactory levels that are within the requirements of the Contract shall give the County cause to cancel this contract.

If the County terminates the contract, the Contractor will be provided with a written notice that specifies the effective date of the termination. After receipt of the Notice of Termination, the Contractor agrees to perform under the terms and conditions of this contract up to and including the date of termination as though no termination has been made. In addition, the Contractor shall deliver to the Procurement Office all data, drawings, specifications, reports, estimates, summaries and other



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information and materials accumulated in performing this contract, whether completed or not.

If the Contract is terminated for default, the County reserves the right to purchase the goods and/or services required under the contract from the open market, to complete required work itself or have it completed at the expense of the Contractor. The County may recover any excess costs by (1) deduction from an unpaid balance due to the Contractor; (2) collection against the proposal and/or performance security; if any; (3) collection against liquidated damages (if applicable); or (4) a combination of the aforementioned remedies or other remedies as provided by law.

- 6-14 TERMINATION FOR CONVENIENCE:** The County reserves the right to terminate any resulting order or contract in whole or part for its convenience upon thirty (30) days written notice. The County will be responsible only for those goods and/or services that conform to the requirements of the contract and that have been delivered and/or performed and accepted.
- 6-15 FUNDS APPROPRIATION:** The County is a governmental agency, which relies upon the appropriation of funds by its governing body to satisfy its obligations. In the event that an appropriation is not granted and operating funds are not otherwise legally available for the County to meet its obligations under any contract(s) resulting from this Solicitation, the County shall have the right to terminate the contract without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, the County agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date. The County will pay the Contractor all charges incurred through the termination date.
- In addition, due to ongoing budgetary constraints, certain tasks, performance frequencies, or both may be reduced or eliminated by the County upon providing the Contractor with thirty (30) calendar days advance written notice during any term of this contract.
- 6-16 INSPECTION OF FACILITIES:** The County may, at reasonable times, and at the County's expense, inspect the business premises of the Responder or any subContractor which is related to the performance of any contract as awarded or to be awarded.
- 6-17 CARE OF COUNTY PROPERTY:** The Contractor will be responsible for any damages to County property when such property is the responsibility of or in the custody of the Contractor or its employees.



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- 6-18 INSPECTION OF GOODS AND/OR SERVICES PROVIDED:** All material or service is subject to final inspection and acceptance by the County. Material or service failing to conform to the specifications of this contract shall be held at Contractor's risk and may be returned. If defective goods are returned or services shall be re-performed, all costs are the responsibility of the Contractor.
- 6-19 PAYMENT:** A separate invoice shall be issued for each shipment of goods or successful completion of services performed, and no payment shall be issued prior to receipt of acceptable goods and/or services and a correct invoice. The County shall make every effort to process payment for acceptable goods or services within thirty (30) calendar days after receipt of said items/services and a correct invoice. All invoices shall reflect the contracted prices or rates for goods or services as described in the Service Objectives.
- 6-20 ADDITIONAL COMPENSATION:** The Contractor shall submit a written price and secure the County's written approval prior to performing any work for which additional compensation is requested. Without the prior written approval of the proposed work and the fee therefore, the County will not consider payment of any sums other than those already set forth under this contract. The County may, as its sole option, enter into contracts for additional work related to this project. The Contractor shall fully cooperate with other Contractors and/or County employees to accommodate such other work and the Contractor shall not commit or permit any act that interferes with the performance of such work by other Contractors.

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## OFFER FORMAT REQUIREMENTS

**OFFER FORMAT:** The original copy of the Offer shall be clearly labeled "ORIGINAL." Please conform to the format specified below. The County will make no reimbursement for the cost of developing or presenting Offers. Each Offer (original and copies) is to be submitted as identified below.

### Title Page

Each Offer shall contain a title page that identifies the solicitation number and provides the Responder name, address, telephone number and name and title of contact person.

### Tab 1 - Profile and Qualifications

The following information about each Responder shall be included:

1. A fully completed and signed Attachment "B" Responder's Profile
2. A fully completed Attachment "C" References
3. A fully completed and signed Attachment "D" Conformance to Terms, Conditions and Instructions

### Tab 2 - Completed Various Forms: *(All Forms shall have an Authorized Signature)*

Attachment E Addendum Acknowledgment Form

Attachment F Non-Collusion Form,

Attachment G W-9 Form

Attachment H Pricing Page

Responder's Checklist

**Offer & Acceptance Form**

### Tab 3 – Additional Materials:

Technical or supplemental literature and information



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**ATTACHMENT A: NO RESPONSE FORM**

Responders not responding to this solicitation are asked to complete this form. Please return this form ONLY to the address listed above or fax to (520) 866-6661.

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

Reason for NO RESPONSE:

- Do not handle goods/service
- Unable to respond due to current staff availability and/or business conditions
- Insufficient time
- Unable to meet terms, conditions, specifications or requirements as described within the solicitation due to:

\_\_\_\_\_

Other: \_\_\_\_\_

This NO response is authorized by: \_\_\_\_\_ Date: \_\_\_\_\_

Signature

Title \_\_\_\_\_

- Please check one:
- Retain our company on the mailing list for future solicitations.
  - Please remove our company from the mailing list for this commodity or service



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## ATTACHMENT B: RESPONDER'S PROFILE

A. Provide the name of the person who will be the primary Responder and the address for the primary servicing office:

1. Name: \_\_\_\_\_ Title: \_\_\_\_\_

2. Company Name: \_\_\_\_\_

3. Address: \_\_\_\_\_

4. City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code \_\_\_\_\_

5. Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

6. Email Address: \_\_\_\_\_

B. Number of years local servicing office has been working with County/State Agency Clients: \_\_\_\_\_

C. How many years of experience does the local Contractor have: \_\_\_\_\_  
Key Employee: \_\_\_\_\_ yrs.

D. Will a Business Liaison be assigned to our account? Yes \_\_\_\_\_ No \_\_\_\_\_

1. If yes, identify who: \_\_\_\_\_

2. How many years of County experience does this Leader have handling public entity clients? \_\_\_\_\_

\_\_\_\_\_  
FIRM

\_\_\_\_\_  
AUTHORIZED SIGNATURE & DATE



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## ATTACHMENT C: REFERENCES

Please list a MINIMUM of three (05) clients for whom you have provided similar services to as per the Scope of Services in this solicitation.

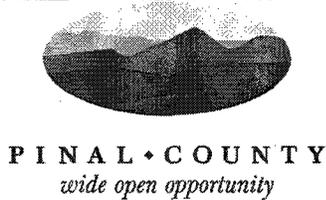
Company Name:	_____	Contact:	_____
Phone:	_____	Fax:	_____
E-mail:	_____		
Project Name:	_____		

Company Name:	_____	Contact:	_____
Phone:	_____	Fax:	_____
E-mail:	_____		
Project Name:	_____		

Company Name:	_____	Contact:	_____
Phone:	_____	Fax:	_____
E-mail:	_____		
Project Name:	_____		

Company Name:	_____	Contact:	_____
Phone:	_____	Fax:	_____
E-mail:	_____		
Project Name:	_____		

Company Name:	_____	Contact:	_____
Phone:	_____	Fax:	_____
E-mail:	_____		
Project Name:	_____		



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## ATTACHMENT D: CONFORMANCE TO TERMS, CONDITIONS AND INSTRUCTIONS

### ACKNOWLEDGEMENT OF TERMS, CONDITIONS & INSTRUCTIONS

Any exception not contained within this section of the Solicitation will be deemed invalid and will not be considered.

#### Acknowledgements:

The Responder has read, understands, and shall comply with all Terms, Conditions and Instructions. Responders that accept the County's Terms, Conditions and Instructions shall check **YES** to clearly indicate their acceptance. Responders who take exception to any of the County's Terms, Conditions and Instructions shall check **NO**, and clearly indicate the exception according to the instructions below.

**YES**, I acknowledge that I have read and understand all Terms, Conditions and Instructions and shall comply with all in any resultant contract.

**NO**, I acknowledge that I have read and understand all Terms, Conditions and Instructions and shall comply with all in any resultant contract, with the exceptions listed below.

#### Exceptions (If checked NO)

Responders that take exception to any Terms, Conditions and Instructions shall justify their exception as well as propose alternate language for the County's consideration. Exceptions shall be listed below or within a separate document entitled "PC-110816 Exceptions to Terms, Conditions and Instructions" and contain the paragraph number and name of the Clause, rationale for exception and the proposed alternate language. Additional pages may be added as long as all exceptions are submitted as one document. Any exceptions not contained and submitted on this form shall not be reviewed or contained in any resultant contract.

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The undersigned hereby acknowledges that there are **no exceptions** to this solicitation:

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AUTHORIZED SIGNATURE & DATE



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## ATTACHMENT E: ADDENDUM ACKNOWLEDGEMENT FORM

This page is used to acknowledge any and all addendums that might be issued. Any addendum issued within five days of the solicitation due date, will include a new due date to allow for addressing the addendum issues. Your signature indicates that you took the information provided in the addendums into consideration when providing your complete response.

Please sign and date

ADDENDUM NO. 1 Acknowledgement \_\_\_\_\_  
Signature Date

ADDENDUM NO. 2 Acknowledgement \_\_\_\_\_  
Signature Date

ADDENDUM NO. 3 Acknowledgement \_\_\_\_\_  
Signature Date

***If no addendums were issued***, indicate below, sign the form and return with your response.

\_\_\_\_\_  
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\_\_\_\_\_  
AUTHORIZED SIGNATURE & DATE



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## ATTACHMENT F: NON-COLLUSION STATEMENT

State of Arizona                    )  
  )  
County of                            )        ss.

\_\_\_\_\_, affiant,  
(Name)

the \_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Contractor/Contractor)

the persons, corporation, or company who makes the accompanying Offer, having first been duly sworn, deposes and says:

That such Offer is genuine and not sham or collusive, nor made in the interest of, or behalf of, any persons not herein named, and that the Responder has not directly or indirectly induced or solicited any other Responder to put in a sham Offer, or any other person, firm or corporation to refrain from offering, and that the Responder has not in any manner sought by collusion to secure for itself an advantage over any other Responder.

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 2011

\_\_\_\_\_  
Signature of Notary Public in and for the

State of \_\_\_\_\_

NAME AND ADDRESS OF CERTIFICATE HOLDER:	DATE ISSUED _____  _____ AUTHORIZED REPRESENTATIVE
---	---



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County of \_\_\_\_\_

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## ATTACHMENT G: W-9 FORM

Download W-9 Form from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

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**ATTACHMENT H: PRICING PAGE**

<b>JAIL COLLECT CALL RATES</b>	<b>CONNECT</b>	<b>RATE/MINUTE</b>
Local		
IntraLATA (Local Access Transport Area)		
InterLATA (Local Access Transport Area)		
Out-of-State		
International (Except Mexico)		
Mexico		
<b>JAIL DEBIT CALL RATES</b>	<b>CONNECT</b>	<b>RATE/MINUTE</b>
Local		
IntraLATA (Local Access Transport Area)		
InterLATA (Local Access Transport Area)		
Out-of-State		
International (Except Mexico)		
Mexico		
<b>JAIL PREPAID COLLECT CALL RATES</b>	<b>CONNECT</b>	<b>RATE/MINUTE</b>
Local		
IntraLATA (Local Access Transport Area)		
InterLATA (Local Access Transport Area)		
Out-of-State		
International (Except Mexico)		
Mexico		

Commission Rate = \_\_\_\_\_%

**NOTE:** Rates do NOT include Federal, State, and/or local taxes or regulatory fees.

If there are other fees associated with the awarded contract other than the above fees, Contractor must state the type of fee including the percentage or rate that will be charged. PCSO-ADC will NOT be charged any other fees that are not listed on this Pricing Page.



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**ATTACHMENT I: RESPONDER'S CHECKLIST**

	Yes/No
Did you <b>sign</b> your Offer sheet?	
Did you sign and notarize the Non-collusion statement?	
Did you include all the necessary attachments?	
Did you include your references?	
Did you describe your firm's capabilities and support for any proposed services?	
Did you acknowledge all addendums, if any?	
Is the outside of your submittal marked with the Solicitation #, Due Date and Time?	
Did you include one original and the required number of copies?	
Did you follow the order for submissions of documents?	
Did you include proof of insurance(s) requested?	
Did you submit additional information (i.e. brochures, marketing information)?	

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AUTHORIZED SIGNATURE & DATE



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## OFFER AND ACCEPTANCE FORM.

### TO PINAL COUNTY:

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.

Authorized Signature

Title

Printed Name

Date

Company Name

Telephone

Address

City, State, Zip

For clarification of this offer, contact:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

#### ACCEPTANCE OF OFFER (For Pinal County Use Only)

The offer is hereby accepted and the Responder is now bound to sell or provide the materials, services, or construction as indicated by the Purchase Order or Notice of Award and based upon the solicitation, including all terms, conditions, specifications, amendments, etc. and the Offer as accepted by Pinal County.

The contract is for: Inmate Telephone Services

This contract shall henceforth be referenced to as Contract No. \_\_\_\_\_. The Contractor is cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives an executed purchase order or notice to proceed.

Awarded this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

Name (Print)

Title

Signature

Approved as to form:

\_\_\_\_\_  
Pinal County Attorney's Office



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## OFFER AND ACCEPTANCE FORM – Page 2

By signing the previous page of the Offer and Acceptance Form, Responder certifies:

- A. The submission of the proposal did not involve collusion or other anti-competitive practices.
- B. The Responder shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.
- C. The Responder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Submittal.
- D. The Responder certifies that it complies with Executive Order 12549 related to Federal Government Debarment and Suspension (see 4-7).
- E. The Responder certifies that the individual signing the proposal is an authorized agent for the Responder and has the authority to bind them to the contract.

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FIRM

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AUTHORIZED SIGNATURE & DATE



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Solicitation Addendum One  
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## ADDENDUM ONE

In accordance with Section A.2 Official Solicitation Document, the Solicitation is hereby amended as described herein.

1. A "Frequently Asked Questions" document has been added as Exhibit 1. See attachment titled "Exhibit 1 - Solicitation Inquiries and Responses.pdf."
2. A spreadsheet of the most recent 12 months of calling data has been added as Exhibit 2. See attachment titled "Exhibit 2 - Pinal County CDR Report 12 Months RFP PC-111317.xls."
3. An attendance roster for the pre-submittal conference has been added as Exhibit 3. See attachment titled "Exhibit 3 - Pre-Submittal Conference Attendees List for RFP PC-111317.pdf."
4. A document for the current rates of the current contract has been added as Exhibit 4. See attachment titled "Exhibit 4 - Current Rates for Inmate Telephone Services Contract.pdf."
5. The following has been added to the sixth bullet point on page 8: *A live operator may be used with the "person-to-person" calling service.*
6. The following has been deleted on page 16: **Shall** - *Indicates something that is recommended but not mandatory. If the Responder fails to provide recommended information, the County may, at its sole option, ask them to provide the information for the County may evaluate the submittal without the information.*

All other instructions, terms and conditions remain unchanged.

## Exhibit 1 – Solicitation Inquiries and Responses

- (1) Are there currently any deductions from gross revenue?

The commission earned from the current contract is deposited in to the *Inmate Welfare Trust Fund*. This fund is utilized by PCSO-ADC to provide programs and services that benefit the entire inmate/detainee population.

- (2) What is the current commission percentage?

The current Contractor pays 50% on the total gross billable collect and debit revenue.

- (3) Will the County prohibit the practice of submitting competing proposals from multiple Contractor brands that fall under the same effective ownership?

Yes, the County will accept one proposal from each Contractor that attended the pre-submittal conference and has a unique tax identification number on the W-9 form that is included with their proposal. If the Contractors are owned by the same parent company but each Contractor has its own unique tax identification number, each Contractor will be allowed to submit a proposal.

- (4) Expand on the roles, responsibilities, and hours that are expected from an on-site administrator.



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Exhibit 1 – Solicitation Inquires  
and Responses

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Each Contractor must provide this information as the on-site administrator will be the successful Contractor's employee and not a PCSO-ADC employee.

- (5) The County requires that "the system shall have three-way call detection greater than 90% accuracy." Does the 90% accuracy mean that 90% of the actual 3-ways were detected, or that of the 3-way calls that were detected, less than 10% were false positives?

Each Contractor must demonstrate in their proposal that their call detection system has a 90% or greater accuracy rate.

- (6) Section 2.2.b appears to require that the Contractor run all new phone cable using Cat 5E. Is this correct? Is there a problem with existing wiring that would prevent the selected Contractor from using it?

No, this is not correct. The existing cable will remain at Pinal County and does not have any issues that would prevent the successful Contractor from using it. The successful Contractor will be required to install new CAT 5E cable where needed for their phone system or the type of cable that works with their phone system.

- (7) Will PCSO-ADC accept debit calling to international destinations and prepaid collect calling to selected international locations?

Each Contractor will stipulate what types of calls they will provide in their proposal.

- (8) Will PCSO-ADC consider revising or omitting the accuracy percentage requirement located in section 2.3.g?

No.

- (9) Since the incumbent Contractor is not required to complete the "Implementation and Installation" section, does this mean that the incumbent Contractor is not required to provide new equipment for the project?

The successful Contractor will be required to provide their own equipment such as servers and phones; however, the infrastructure (i.e. cable) will remain at Pinal County and can be used by the successful Contractor. The successful Contractor will add infrastructure at their expense as needed to accommodate their phone system.

- (10) Are Contractors required to provide an insurance certificate with their proposal or is this only required of the successful Contractor upon award?

See page 28, section 5-13 "Certificates of Insurance" of the solicitation document.

- (11) Will the County require each Contractor to disclose the fees as an attachment to the Fee Schedule form provided with the RFP?

Yes, see the last paragraph of page 44, Attachment H:  
Pricing Page.

- (12) Are Contractors permitted to submit multiple rate and commission offers for the County's consideration?

Consistent with question three, each Contractor with a unique tax identification number may submit one proposal that meets the County's requirements.

- (13) Provide the historical data reflecting call history for the most recent 12 months and the rates for call types charged by the current vendor.

See Exhibit 2 – Pinal County CDR Report 12 Months RFP PC-111317.pdf and Exhibit 4 – Current Rates for Inmate Telephone Services Contract.pdf.

- (14) Does the County wish to have visitation stations recorded?

Video visitation will be procured as a separate solicitation. Video visitation is NOT part of RFP PC-111317.

- (15) Does the County prefer a straight commission offer, or will incentives or bonuses be permitted?

The County will NOT accept incentives or bonuses; a straight commission is preferred.

- (16) Will the successful Contractor be required to provide new equipment?

The successful Contractor will be required to provide their own equipment such as servers and phones; however, the infrastructure (i.e. cable) will remain at Pinal County and can be used by the successful Contractor. The successful Contractor will add infrastructure at their expense as needed to accommodate their phone system.

- (17) What is the point schedule that will be used to evaluate and compare proposals? What departments will be involved in scoring the proposals?

Pinal County does not provide the point schedule or the departments for the evaluation; the Evaluation Team will be comprised of subject matter experts. See pages 19 and 20 of the solicitation, section 4-3 Evaluation Criteria for further information.

- (18) Clarify the references page, Attachment C: References.

Each Contractor must provide five references that have provided similar services as per the Scope of Services for RFP PC-111317. The references will be reviewed by the Evaluation Team and Procurement.

- (19) What types of cordless phones are currently being used in the Segregation Units 6-10?

None; PCSO-ADC does NOT have any cordless phones in the Segregation Unit or any other place in the facility. PCSO-ADC would like to convert to the cordless phones for these areas in conjunction with the current hard wired equipment. The areas include: George 300, 400, 500, and 600; Baker 400; Charlie 400 and Delta (medical).

- (20) Under which tab would the County like the response to RFP PC-111317 placed?

Tab 3.

- (21) What is the average daily inmate/detainee population by month for the most recent 12 months?

The average daily inmate/detainee population for the last 12 months has been 1,120.

- (22) Would PCSO-ADC provide the integration fees (if any) that would be charged by Swanson, Spillman, and Cobra?

The successful Contractor will be given contact information for Swanson, Spillman, and Cobra so that they can work out the details of the integration fees. If there are any integration fees, they will be the sole responsibility of the successful Contractor.

- (23) Should each Contractor explain their process and fully detail the fees that they will charge and the commissions they will pay to PCSO-ADC for the collect calls to cellular services?

Yes.



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- (24) If the inmate telephone system is able to be accessed by any Internet-capable computer, does PCSO-ADC wish to have a workstation provided?

Yes, the successful Contractor must provide a work station for their on-site employee. The work station must be accessible from Pinal County offices as well as home computers.

- (25) Define “public/inmate” telephone.

See page 5, section 2.1 Facility/Inmate Demographics for a listing of “public/inmate” telephones.