



Yuma County Detention Center

Leon N. Wilmot
Sheriff of Yuma County

200 W. Court Street, Yuma, AZ 85364
Tel: (928) 782-9871 • Fax: (928) 539-9140
www.yumacountysheriff.org

REQUEST FOR PROPOSAL

A Solicitation of Proposals for:

Inmate Telephone and Video Visitation Services

Yuma County Sheriff

**LEON N. WILMOT, SHERIFF
COUNTY OF YUMA
YUMA, ARIZONA**

Date of Release:

October 21, 2018

I. INTRODUCTION

- A. Purpose:** The Yuma County Jail District, hereinafter called “District”, is seeking proposals for the provision of Inmate Telephone, Video Visitation, and Tablet Services to the prisoners held within the Yuma County Detention Center (hereinafter called “Detention Center”).
- B. Period of Contract:** The term of a contract pursuant to this Request for Proposal (RFP) will be for a period of one (1) year, beginning February 1, 2019 through January 31, 2020. The District may, at its option, extend the term of this Contract for a period of one (1) additional year at a time, up to a maximum of five (5) years.
- C. Reliability Test:** The selected Vendor must successfully pass a trial period during which the system must operate satisfactory for a period of thirty (30) days. If during thirty (30) days there is a malfunction that prevents the effective substantial use of the system, the reliability test must be restarted for another thirty (30) days. If the system fails a second time, the District will have a right to terminate the contract.
- D. Minimum Vendor Requirements:** All Vendors must:
 - 1. Have on-site capability to supervise and monitor the program at time of start-up. Must have Central Office capability to supervise and monitor the program ensuring satisfactory provision of services for duration of contract.
 - 2. Meet the participation requirements outlined in this Request for Proposal.
 - 3. **Mandatory Proposal Conference & Site Tour:** There will be a mandatory proposal conference and site tour at the Yuma County Sheriff’s Office Detention Center, 141 South 3rd Avenue, Yuma, Arizona on, Tuesday, **October 30, 2018 @ 1:00pm. Attendance at the conference is mandatory.** No proposal will be accepted from a Vendor who fails to attend the proposal conference. The District may issue an Addendum to this RFP after the proposal conference if the District considers that additional clarifications are needed. Only those Vendors represented at the proposal conference will receive addenda.
- E. Questions:** Questions regarding the contents of this RFP must be submitted in writing no later than November 9, 2018 at 5:00 P.M., and be directed to the individual listed below. All questions will be answered and copies of both the question and answer will be disseminated to all proposal conference and site tour attendees.
- F. Correspondence:** All correspondence, **excluding proposals**, shall be submitted via electronic mail to:

Maricela Aguirre, Administrative Assistant
Yuma County Sheriff’s Office
141 South Third Avenue
Yuma, Arizona 85364
Office: (928) 539-7876
Fax: (928) 539-7837
Maricela.Aguirre@ycso.yumacountyaz.gov

- G. Proposal Submission Deadline:** Vendors shall provide five (5) copies of their proposals, sealed and addressed to:

**YUMA COUNTY BOARD OF SUPERVISORS
198 SOUTH MAIN STREET
YUMA, ARIZONA 85364**

All proposals must be clearly marked on the exterior of the mailing package:

**“JAIL DISTRICT INMATE TELEPHONE,
VIDEO VISITATION, &AND TABLET SERVICE BID”**

All proposals must be received (not post-marked) at the Yuma County Board of Supervisors' Office no later than **5:00 P.M. (Arizona time)** on Monday, December 3, 2018. Facsimile or electronically transmitted proposals **WILL NOT** be accepted.

It is the responsibility of the Vendor to ensure delivery of the proposal. Any proposal received after the closing time will not be accepted and will be returned unopened. Unsigned proposals will be considered unresponsive and will be rejected.

H. PROPOSAL TIMELINE

| | |
|--|---------------------------|
| Release of RFP | October 21, 2018 |
| Mandatory Proposal Conference & Site Tour | October 30, 2018 @ 1:00PM |
| Deadline for Submission of Final Questions | November 9, 2018 |
| Deadline for Answers to Questions | November 26, 2018 |
| Deadline for Proposals | December 3, 2018 |
| Bid Opening Date | December 4, 2018 @ 1:00PM |
| Tentative Date for Awarding Contract | January 7, 2019 |
| Tentative Contract Implementation Date | February 1, 2019 |

II. PROPOSAL CONDITIONS:

- A. Contingencies:** This RFP does not commit the District to award a contract. The District reserves the right to accept or reject any or all proposals if the District determines it is in the best interest of the District to do so. The District will notify all Vendors in writing if the District rejects all proposals. The District reserves the right to cancel, in whole or in part, this RFP pursuant to A.R.S. § 11-254.01.
- B. Modifications:** The District reserves the right to issue addenda or amendments to this RFP.
- C. Proposal Submission:** To be considered, all proposals must be submitted in the manner set forth in this RFP. It is the Vendor's responsibility to ensure that its proposal arrives on or before the specified time.
- D. Incurred Costs:** This RFP does not commit the District to pay any costs incurred by Vendors in the preparation of a proposal in response to this request and Vendors agree that all costs incurred by Vendors in developing this proposal are the Vendor's responsibility.
- E. Negotiations:** The District may require the potential contractor selected to participate in negotiations and to submit a price, technical or other revisions of their proposal as may result from negotiations.
- F. Acceptance and Rejection of Proposals:** The District realizes that conditions other than commission rate are important and will award a contract based on the proposal that best meets the needs of the County.

III. DESCRIPTIONS AND REQUIREMENTS:

A. Background: Inmate Phone System, Video Visitation, Tablets

The District is inviting responses from qualified vendors to provide equipment, maintenance, collections, local, intralata (local long-distance), interlata (long-distance), and International service for inmates telephones located in the Yuma County Detention Center - Main and the Yuma County Detention Center - Annex.

See, Attachment B, Usage Statistics and Fee List, 2017-2018.

The average daily population is 482 prisoners.

The District does not record phone calls or video visitation.

The facilities currently have (37) wall mounted video visitation units, (14) Roll-around mounted video visitation units, (56) wall mounted telephones, (21) Roll-around telephones, and (21) cordless telephones.

The District currently does not provide tablets, and as such desires to have tablets introduced.

IV. SCOPE OF SERVICE:

- A.** Vendor may inspect each installation site and provide replacement telephones, enclosures, and panels as needed. If there are any installation requirements over and beyond those already provided at each site that are necessary for the operation of any inmate telephone, video visitation unit, or tablet such requirements will be supplied at the expense of the Vendor.
- B.** The District is seeking the Contractor to provide a fully functional and supported turn-key solution for inmate telephones, video visitation units, and tablets.
- C.** Contractor will be required to provide all hardware and software identified in the proposal.
- D.** Contractor will be required to perform all installation services of the proposed solution.
- E.** Contractor will be required to set an estimated completion date for installation of a fully functioning inmate telephones, video visitation, and tablet systems. Fully functional system must be operational within 120 days of contract signing.
- F.** Contractor will be required to perform support, repair, and maintenance services of the proposed solution. This includes, but is not limited to hardware repair, software updates, end user support (inmate and public), and Yuma County Detention Center administrative staff support.
- G.** Subcontractors used by the Vendor must be disclosed in the proposal.
- H.** The District reserves the right to approve subcontractors.
- I. Telephone Service**
 - 1. Description of inmate telephone system features, including additional features that may be of interest to the District.
 - 2. Vendor's ability to respond to service needs, proximity of service locations, and possession of applicable licensing, etc. Information should include:
 - a. Proximity and availability of service technicians, parts, and equipment.
 - b. Qualifications and experience of service technicians.
 - c. Hours of service.
 - 3. Percentage of gross billable revenue that would be remitted to the District.
 - 4. Method of and time frame for remittance of revenue to the District.
 - 5. Provide a rate table for all types of calls. Identify the current **minimum** and **maximum** local and long distance call rates that would apply to your offered inmate telephone service, including the percentage of commission paid. Rates must comply with all Federal, State and **FCC** regulations.

6. Management information reports regarding telephone inventory, gross receipts, and commissions on a per telephone basis that can be exported to either excel or pdf format.
7. Administrative and investigative reports of inmate telephone system usage available to the District and level of detail, such as: originating telephone number, originating unit, telephone number called, time call was placed, length of call, frequently called numbers, etc.
8. Vendor's diagnostic testing plan of the inmate telephone system and frequency of testing.
9. A statement indicating if your company or its administrators have operated a telephone service under another name in the past five years. If so, provide names of companies and dates of operation.
10. List of accounts, including contact name and phone number, that have been terminated by/with your company within the past five years.
11. List of available languages for communication with the users of the inmate telephone system. (English and Spanish are required.)
12. Vendor will provide telephones in booking areas for inmates to make free local telephone calls at no expense to the District.
13. Whether or not your company provides telephones in visitation areas for attorneys to make free local telephone calls in relation to the represented inmate at no expense to the District.
14. Whether or not your company provides free calling to attorney's; I.E. Legal or Public Defenders, court appointed attorneys and attorney's that request free calling.
15. Phone system's compliance with all ADA (Americans with Disabilities Act) requirements.
16. Vendor will begin charging users when called party agrees to accept the call and billing stops when either party hangs up or call is terminated for any other reason.
17. Vendor will not bill users for incomplete calls (e.g. network intercept recordings, busy signals, and no-answers). This applies to all operator-assisted calls.
18. Vendor shall be responsible for all unbillable and/or uncollectable telephone calls relevant to inmate telephone services. Vendor will not deduct said calls from gross receipts on which payment is made to the District by the Vendor.
19. Phone system must clearly identify the caller as an inmate in the Yuma County Detention Center.

J. Video Visitation Service

1. Access to individual features of the Video Visitation system must be controllable on a user and group level.
2. The Video Visitation System will provide free visits from each day room to the facilities visitation area.
3. The Video Visitation system will allow for one (1) free thirty (30) minute live remote video visitation each week to all inmates at no cost to the District.
4. The video visitation system shall be a complete Transmission Control Protocol/Internet Protocol (TCP/IP)-based system. All video and audio streams between the stations and management equipment shall be transmitted over the dedicated, TCP/IP / Ethernet Video Visitation Network. Systems that utilize analog

audio/video matrix switching systems are not acceptable.

5. The system shall be capable of connecting inmate stations with remote users using standard widely available home computer equipment over the Internet.
6. The system shall include a visitation scheduling, automation and policy management solution that is technology and hardware agnostic for both facility staff and the public. The system shall also provide for visitation monitoring, and interrupt, compatible with Microsoft Windows.
7. The video visitation scheduling & policy management solution must be browser-based and allow the Detention Center to administer visitation sessions and their visitation operations based on their policies.
8. Authorized Yuma County personnel must be able to quickly and easily schedule visitation sessions.
9. The public / Visitors must be able to quickly and easily schedule visitation sessions from home, **with no Yuma County personnel involvement.**
10. The Video Visitation system shall consist of Inmate and Visitor stations connected over a minimum of a 100 Mbps Ethernet network. The visitation stations will include at a minimum, a detention grade enclosure, a shatter-resistant touch screen LCD/LED Backlight monitor, an integrated camera, and a detention grade visitation audio handset. Station shall be available in 120/240 VAC, 50/60HZ.
11. The Video Visitation stations monitors should be able to be camera height adjustable.
12. To address security concerns, any installed hardware that contains an operating system must not run a Microsoft operating system that precedes Windows 7, or any other operating system version that is more than three (3) years old.
13. Remote visitation must function on computers running both Microsoft Windows and Apple OSX, without additional software.
14. Remote visitation must work using the latest two versions of the following Web browsers: Internet Explorer, Firefox, Safari, and Chrome.
15. Remote visitation must work on Android or Apple tablet devices and must be currently demonstrable.
16. The visitation stations shall utilize CAT5E or CAT6 cabling for connection to the visitation network. Local 120 or 240 VAC 50/60HZ power shall be required at each station location.
17. The Video Visitation System shall allow for integration with Yuma County's New World Systems inmate management system without costs to the County. Any additional costs for this integration from New World or other third party provider must be included in the proposal.
18. The system shall automatically assign the Inmate's jacket number as the unique Inmate number for the current offense.
19. The system shall utilize a server using a RAID 5 or superior storage to record the visitation sessions.
20. The Video Visitation System shall include Web-based visitation scheduling for the "Public" utilizing any standard browser including Internet Explorer, Chrome, Firefox, and Safari.
21. System must have configurable scheduling parameters including the length of visit and times available per housing unit.

22. System must have web-based “Public” GUI to:
 - a. Allow visitors to view the web scheduling application in English or Spanish.
 - b. Display pending visits (time, date, location).
 - c. Allow Visitor to easily schedule a visit by simply entering inmate name, selecting date and time.
 - d. Only display the dates that meet the County’s policy (e.g. will not allow a visitor to schedule within 24 hours of the visitation and will not allow visitors to schedule more than one week in advance).
 - e. Provide Visitor with check box acknowledging they agree to the terms and conditions of the County’s Visitation Policy.
 - f. Allow Visitor to easily change their personal information: passwords, address, phone numbers, etc.
23. Scheduling system must conduct all conflict checking and only display times that are available.
24. Provide Conflict Checking for the following variables:
 - a. Times (based on the housing unit/dorms schedule/Visitation Center hours).
 - b. Visitor and Inmate.
 - c. Visitor and Inmate visitation stations.
25. The system shall track the Inmate visitation status and shall restrict visitation if the Inmate’s visitation privileges have changed either by on site or remotely.
26. The system shall automatically cancel the visit if the inmate has been released.
27. When a pre-arranged visit in the system is cancelled for any reason, the system shall automatically notify the visitor.
28. The system must be able to restrict specific Visitors or Inmates from visitations.
29. It would be preferred that the Video Visitation system have a Kiosk in the visitation area lobby with the ability to register and schedule video visitations. It would be preferred that the Visitor be able to utilize their driver’s license in an automated system to expedite registration and subsequent log in for visitors to reduce facility labor associated with visitor registration.
30. On-site training must be provided for Yuma County personnel at no cost to the District or related agencies, upon initial implementation and at mutually agreed upon dates after GO LIVE.
31. Contractor shall provide all technical assistance that may be essential during the installation and initial use of the equipment normally provided to their most preferred customer, including operational training for employees. Manuals, instructions, and names of technical representatives available via telephone will be given to the staff of the Detention Center.

K. Tablets

1. Must provide educational and entertainment items such as music, games, educational materials.
2. It would be preferred that the system allow for the option of both onsite and remote video visitation via a wireless tablet.
3. It would be preferred that Inmates have access to tablet features at no cost to the District or Inmate for a specified and customizable block of time (Example: (10) ten minutes every (4) four hours).
4. Tablets must be suitable for use in the corrections environment. Ideally, the tablet will have no fasteners or seams exposed to inmate. It would be preferred that the tablets have no externally exposed data ports (Example: HDMI, USB, etc.). Audio jack access is acceptable.
5. Tablet deployment system must not require District staff involvement (Example: passing out tablets, collecting tablets, etc.).
6. It would be preferred that tablet deployment system be placed in general housing areas (Example: Dayrooms, etc.) with direct access by inmates with no officer assistance. It would be preferred that this system prevent an inmate from taking more than one tablet from the deployment system.
7. It would be preferred that the tablet deployment system track which tablets are currently deployed and being used and which tablets are being charged. It would be preferred that this system identify charging tablets even in an "off" state. (Example: an inmate returns a completely discharged tablet to the charger system, it would be preferred if the tablet could be uniquely identified within sixty (60) seconds).
8. Whether or not the tablet system has an audit capability that produces a tablet count in each housing area manually or a specified configurable schedule (Example: The automated tablet audit system forces all inmates to return tablets to charger within a specified amount of time. If inmates fail to adhere to this schedule, the tablets in that inmate housing area can be disabled).
9. Tablet system must utilize a closed network which will not allow access of any other devices.
10. It would be preferred that the vendor provide a ratio of inmate to tablet of at least 1 tablet per each 4 inmates. **A specific ratio of inmate to tablet must be provided.**
11. It would be preferred that tablets be enabled with the ability to allow inmates to make phone calls through the inmate phone system. All calls must be processed in the same way as if they originated from a standard wall phone.
12. The vendor shall provide (at their own expense) any additional cabling and Wi-Fi required to run the inmate tablet system.

A. Adjustment to Cost

1. The specific pricing established by contractual agreement shall remain firm throughout the term of the contract.
2. Requests for cost adjustments for option years must be submitted to District ninety (90) days prior to the end of the District's fiscal year. Justification for any requested adjustments must be supported by the appropriate documentation.

3. The Proposer will provide notice to the District of circumstances requiring the provision of services not found to be covered by contractual agreement. In other than emergency circumstances, Proposer shall obtain specific written authorization from District to provide the additional services. Proposer will then submit invoices for the additional services. If District and Proposer mutually agree to a change in the scope of the program during the contract term, such change must be in writing, and Proposer will be allowed to adjust the contract cost as may be negotiated between the parties in an amendment to the contract, strictly limited to the services or expenses directly affected in the program change. Changes in contractual provisions of services to be furnished under the contract may be made only in writing and must be approved mutually by an authorized agent of Proposer and District.

V. CONTRACT REQUIREMENTS:

- A. Representation of the District: In the performance of the contract, Vendor, its agents and employees shall act in an independent capacity and not as officers, employees or agents of the District.
- B. Vendor Primary Contact: The Vendor will designate an individual to serve as the primary point of contact for the contract. Vendor or its designee must respond to District inquiries regarding the contract within two (2) business days. Vendor shall not change the primary contact without written acknowledgement to the District.
- C. Change of Address: Vendor shall notify the District, in writing, of any change in mailing address within ten (10) business days of the change.
- D. Subcontracting: Vendor agrees not to enter into any subcontracting agreements for work contemplated under the Contract without first obtaining written approval from the District. Any subcontracting shall be subject to the same terms and conditions as Vendor. Vendor shall be fully responsible for the performance and payments of any subcontractor's contract.
- E. Agreement Assignability: Without the prior written consent of the District, the Agreement is not assignable by Vendor either in whole or in part.
- F. Agreement Amendments: Vendor agrees that any alterations, variations, modifications or waivers of the provisions of the Agreement shall be valid only when reduced to writing, executed and attached to the original Agreement and approved by the required persons.
- G. Termination for Convenience: The District, for its convenience, may terminate this Agreement, in whole or in part, upon ninety (90) calendars day's written notice. If such termination is effected, an equitable adjustment in the price provided for in this Agreement shall be made. Such adjustment shall provide for payment to the Vendor for services rendered and expenses incurred prior to the effective date of termination. Upon receipt of termination notice, the Vendor shall promptly discontinue services unless the notice directs otherwise. Vendor shall deliver promptly to the District and transfer title (if necessary) all completed work and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.
- H. Attorneys' Fees and Costs: If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorneys' fees directly arising from a third-party legal action against a party hereto.
- I. Venue: This RFP and any contract issued pursuant hereto shall be governed by the laws of the State of Arizona. The venue of any action or claim brought by any party to this Agreement will be the Superior Court of the State of Arizona, in and for the County of Yuma.
- J. Licenses and Permits: Vendor shall ensure that it has all necessary licenses and permits required by Federal, State, County and municipal laws, ordinances, rules and regulations. The Vendor shall maintain said licenses and permits in effect for the durations of this Agreement. Vendor will notify the District immediately of loss or suspension of

any such licenses and permits. Failure to maintain a required license or permit may result in immediate termination of this Agreement.

- K. Notification Regarding Performance:** In the event of a potential problem that could impact the quality or quantity of work, services or the level of performance under this Agreement, the Vendor shall notify the District within one (1) working day, in writing and by telephone.
- L. Conflict of Interest:** Vendor shall make all reasonable efforts to ensure that no Yuma County officer or employee, whose position enable him/her to influence any award of this contract or any competing offer shall have any direct or indirect financial interest resulting from the award of this contract or shall have any relationship to Vendor or officer, agent or employee of the Vendor.
- M. Improper Consideration:** Vendor shall not offer, either directly or through an intermediary, any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment or any items of value to any officer, employee or agent of Yuma County in an attempt to secure favorable treatment regarding this Agreement.

The District, by written notice, may immediately terminate any Agreement if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of Yuma County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once an Agreement has been awarded.

Vendor shall immediately report any attempt by a Yuma County officer, employee or agent to solicit, either directly or through an intermediary, improper consideration from Vendor. The report shall be made to the Sheriff or his designee. In the event of a termination under this provision, the District is entitled to pursue any available legal remedies.

- N. Inaccuracies or Misrepresentations:** If, in the course of the RFP process or in the administration of a resulting Agreement, the District determines that the Vendor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the District, the Vendor may be terminated from the RFP process or in the event an Agreement has been awarded, the Agreement may be immediately terminated.

In the event of a termination under this provision, the District is entitled to pursue any available legal remedies.

- O. Employment of Former Yuma County Officials:** You must provide information on former Yuma County administrative officials who are employed by or represent your business. The information provided must include a list of former Yuma County administrative officials who terminated Yuma County employment within the last five (5) years and who are now officers, principals, partners, associates or members of the business. The information should also include the employment and/or representative capacity and the dates the individuals began employment with or representation of your business. For the purpose of this section, a “Yuma County administrative official” is defined as a member of the Board of Supervisors or such officer’s staff, County Manager or member of such officer’s staff, a department head or an assistant department head.
- P. Invoices:** At the first of each month, Vendor shall provide the District with invoices for expenditures in the previous month.
- Q. Ownership of Documents:** All documents, data, products, graphics, computer programs and reports prepared by Vendor pursuant to this Agreement shall be considered property of the District upon payment for services. All such items shall be delivered to the District at the completion of work under this Agreement. Unless otherwise directed by the District, the Vendor may retain copies of such items.
- R. Release of Information:** No news releases, advertisements, public announcements or photographs arising out of this Agreement or Vendor’s relationship with District may be made or used without prior written approval of the District except where required by law.

- S. **Background Checks:** The Yuma County Sheriff's Office shall perform background checks on Vendor's employees as a condition of granting them access to the Detention Center. The Sheriff shall have the sole discretion to determine security acceptability of all Vendors' personnel at any time during the contract period. Personnel found to be unacceptable security risks will be denied access to the Detention Center.
- T. **Cancellation Pursuant to Arizona Revised Statute (A.R.S.) § 38-511:** All parties hereto acknowledge that this agreement is subject to cancellation by the County pursuant to the provisions of Section 38-511, Arizona Revised Statutes.
- U. **Legal Arizona Workers Act Compliance:** To the extent applicable under A.R.S. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with E-verify requirements under A.R.S. § 23-214(A). Contractor shall further ensure that each subcontractor who performs any work for the County under this contract likewise complies with the State and Federal Immigration Laws.

The Contractor or subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by Yuma County. Yuma County retains the legal right to randomly inspect the papers and records of the Contractor and its subcontractors who work on the Agreement to ensure that the Contractor and its subcontractors are complying with the above-mentioned warranty.

The Contractor and its subcontractors warrant to keep the papers and records open for inspection during normal business hours by Yuma County and to cooperate with Yuma County's inspections.

- V. **Governing Law:** The validity, construction, effect, and enforcement of the Contract and the obligations, rights and remedies of the parties there under shall be governed by the laws of the State of Arizona. The venue shall be solely the appropriate state court in Yuma County.
- W. **Confidentiality:** Any other provision of this Agreement notwithstanding, the parties acknowledge that Yuma County is a public institution, and as such is subject to Arizona Public Records Act, A.R.S. § 39-121, et seq. Any provision regarding confidentiality is limited to the extent necessary to comply with the provisions of state law. In the event a public records request is made for information and/or documents designated as confidential or proprietary, the County will notify the other party as soon as possible.
- X. **Nondiscrimination:** The parties agree to comply with all applicable state and federal laws, rules, regulation and executive orders governing equal employment opportunity, immigration, nondiscrimination, including the American with Disabilities Act, and affirmative action.
- Y. **Non-Appropriation Clause:** Contractor acknowledges that Customer is a governmental entity and the Agreement validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the Customer's obligations under this Agreement, then this Agreement shall automatically expire without penalty to Customer after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that Customer shall not active the non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure.
- Z. **Israel Boycott Certification:** Agency hereby certifies that it is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Agency may result in action by County up to and including termination of this Agreement.

VI. INDEMNIFICATION AND INSURANCE:

- A. **Indemnification:** The Vendor agrees to indemnify, defend and hold harmless Yuma County, the District and their authorized officers, employees, agents, volunteers or independent contractors from any and all claims, actions, losses, damages and/or liability arising from Vendor's acts, errors or omissions in connection with the performance

or non-performance of its duties and for any costs or expenses incurred by Yuma County and the District on account of any claim therefore, except where such indemnification is prohibited by law.

B. Insurance Requirements: Without in any way affecting the indemnity herein provided and in addition thereto, the Vendor shall secure and maintain, throughout the Agreement, the following types of insurance with limits as shown:

1. Workers' Compensation: A program of Workers' Compensation insurance or a state-approved self-insurance program covering all persons providing services on behalf of Vendor and all risks to such persons under this Agreement.
2. Comprehensive General and Automobile Liability Insurance: This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000.00). Errors and Omission Liability Insurance: Combined single limits of one million dollars (\$1,000,000.00) for bodily injury and property damage and three million dollars (\$3,000,000.00) in the aggregate; or
3. Professional Liability: Professional liability insurance with limits of at least one million dollars (\$1,000,000.00) per claim or occurrence.

C. Additional Named Insured: All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming Yuma County, the Yuma County Jail District and their officers, employees, agents and volunteers as additional named insurers with respect to liabilities arising out of the performance of services hereunder.

D. Proof of Coverage: The Vendor shall immediately furnish certificates of insurance to the District evidencing the insurance coverage, including the required endorsements within thirty (30) days after commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the District. Vendor shall maintain such insurance for the duration of this Agreement. Within sixty (60) days of the commencement of the Agreement, the Vendor shall furnish to the District certified copies of the policies and endorsements.

E. Insurance Review: The above insurance requirements are subject to periodic review by the District. The Sheriff or his designee is authorized, but not required, to reduce or waive any of the above insurance requirements when a determination is made that any of the above insurance is not available, is unreasonably priced or is not needed to protect the interests of the District.

F. Right to Monitor and Audit:

1. Right to Monitor: The District shall have the right to review and audit all records, books, papers, documents, corporate minutes and other pertinent items as required and shall have absolute right to monitor the performance of Vendor in the delivery of services provided under this Agreement. Vendor shall give full cooperation, in any auditing or monitoring conducted. Vendor shall cooperate with the District in the implementation, monitoring and evaluation of this Agreement and comply with any and all reporting requirements established by the District.
2. In the event the District determines that Vendor's performance of its duties or other terms of this Agreement are deficient in any matter, the District will notify Vendor of such deficiency in writing or orally, provided written confirmation is given five (5) days thereafter. Vendor shall remedy any deficiency within forty-eight (48) hours of such notification or District, at its option, may terminate this Agreement immediately upon written notice or remedy deficiency and offset the cost thereof from any amounts due Vendor under this Agreement or otherwise.

3. Availability of Records: All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by District representatives for a period of three (3) years after final payment under the Agreement or until all pending District, Yuma County and State audits are completed, whichever is later.

VII. PROPOSAL SUBMISSION:

A. General:

1. All interested and qualified Vendors are invited to submit a proposal for consideration. Submission of a proposal indicates that the Vendor has read and understands the entire RFP, including all appendices, attachments, exhibits, schedules and addenda (as applicable) and all concerns regarding the RFP have been satisfied.
2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Expensive bindings, colored displays, promotional materials, etc. are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements and on completeness and clarity of content. Vendors should address each requirement in concise wording that answers the requirement. Do not use sales literature, brochures, or superfluous information in response to individual requirements. Supporting documentation can be provided in appendices to the proposal.
3. Proposals must be complete in all respects as required in this section. **A proposal may not be considered if it is conditional or incomplete.** All proposals and materials submitted become the property of the District. All proposals and materials received are subject to the Arizona Public Records Act. If any Vendor, in its response, has trade secrets or other information which is proprietary by law that Vendor must notify the District of its request to keep said information confidential. Such a request must be made in writing and attached to the envelope containing the proposal response. The proprietary or confidential data shall be readily separable from the response in order to facilitate eventual public inspection of the non-confidential portion of the response. The District will review such a request and notify the Vendor, in writing, of its decision as to whether confidentiality can be maintained under law in the event a public records request is made for the Vendor's response.

B. Proposal Presentation:

1. One (1) **unbound original** and four (4) bound copies (total of 5) of the complete proposal must be received by the deadline for receipt of proposal specified in the RFP timetable.
2. The original and copies must be in a sealed envelope or container, stating on the outside the Vendor's name and address and must be clearly marked "**JAIL DISTRICT INMATE TELEPHONE, VIDEO VISITATION, & TABLET SERVICE BID**" and must be addressed to:

**Yuma County Board of Supervisors
198 South Main Street
Yuma, Arizona 85364**

VIII. PROPOSAL CONTENT: The proposal shall be written in sufficient detail to permit the District to conduct a meaningful evaluation of the proposed services.

1. Proposals will clearly indicate the legal name, address, and telephone number of the vendor. Proposals will be signed above the typed or printed name and title of the signer. The signer must have the authority to bind the vendor to the submitted proposal.

EACH PROPOSAL MUST INCLUDE:

A. Transmittal Letter:

1. This letter is to be a brief letter, addressed to the District, that provides the following information:
 - I. Name and address of the Vendor;
 - II. Name, title and telephone number of the contact person for the Vendor;
 - III. A statement that the Proposal is in response to this RFP; and
 - IV. The signature, typed name and title of the individual who is authorized to commit the Vendor to the Proposal.

B. Non-Collusion Affidavit (*See, Addendum "A", attached hereto.*)

- a. Proposals that do not include a Non-Collusion Affidavit will not be considered.

C. Cost Proposal:

- a. Each Proposal must include Cost Proposal for services identified in this RFP.
- b. All fee cost must be identified in this RFP.
- c. Cost Proposals that include population adjustments must be identified with specific calculation requirements.
- d. Cost Proposals that separate on-site services from other delivery systems must be identified with specific calculation requirements.
- e. Costs and equipment which are not covered by the vendor, and which are intended to be a cost to the District, must be identified in the proposal.
- f. **Vendors are encouraged to be creative with their proposals and to offer any options that might be of interest to the District.**

D. Experience and Qualifications:

- a. The Vendor should fully describe any prior experience in providing, installing, and maintaining pay telephones, video visitation, and tablets in a Detention facility setting. Such information should include dates and locations of performance, a brief description of the specific equipment and services provided, and the name, address and telephone number of the contracting agency and a contact person who may be contacted for verification of all data submitted.
- b. Describe any other experiences related to the work or services described in the RFP and provide any additional information specific to the capabilities required in this RFP.
- c. List of all contracts Vendor has performed within the last three (3) years who obtain telephone, video visitation, and tablet services. Include the name of the department which administers or administered the contract; the contact person on the contract and his/her telephone number; the dates covering the term of the contract and the dollar value of the contract.

E. Financial Capability and Litigation:

- a. Provide information on any action, suit, proceeding or investigation by or before any court, public board or agency arising out of the performance of services by the Vendor that has been brought within the last three (3) years against the Vendor.
- b. The information provided should include the name of the matter, the court, board, body or agency before which the matter was brought or is being heard, the nature of the matter and the status of such matter. If the matter has been resolved information on the outcome, including any order, discipline, fines or penalties must be included.
- c. Vendor must provide its Annual Report for the last two (2) years. Vendor must also include independently audited financial statements for the most recent completed fiscal year. If audited financial statements are not available, please provide unaudited financial statements along with a certification from the owner/managing partner and Vendor's accountant that the information accurately reflects the Vendor's current financial status. If the business is a sole proprietorship, please provide a copy of Schedule C of the Internal Revenue Service forms as well as a certification from the owner/managing partner and Vendor's accountant that the information accurately reflects the Vendor's current financial status.
- d. Alternatively, provide income tax returns from the most recent completed fiscal year.

IX. EVALUATION OF PROPOSALS:

A. Evaluation Process:

- 1. All proposals will be subject to a standard review process developed by the District. A primary consideration shall be the effectiveness of the agency or organization in the delivery of comparable or related services based upon demonstrated performance. The evaluation will be based on the written proposal as submitted, but may include a site visit to the Vendor and/or an oral interview with the Vendor.

B. Evaluation Criteria:

- 1. Initial Review: All proposals will be initially evaluated to determine if they meet the following minimum requirements:
 - 2. The proposal must be completed and be in compliance with all the requirements of this RFP.
 - 3. Prospective Vendors must meet the requirements as stated in the Minimum Vendor Requirements.
 - 4. Failure to meet all of these requirements may result in a rejected proposal. The District may reject any or all proposals and may or may not waive any deviation which is not material or any defect in a proposal. Waiver of any deviation shall in no way modify the RFP documents or excuse the Vendor from full compliance with the RFP specifications if the Vendor is awarded a contract.
- 5. Technical Review: Proposals meeting the above requirements will be evaluated on the basis of the following criteria (not necessarily listed in order of importance):
 - I. Vendor's response to scope of services.
 - II. Vendor's response to cost in relation to services.
 - III. Commission rate offered.
- 6. All proposals must clearly state the commission rate for each service provided.

7. **Selection will be based on determination of which proposal will best meets the needs of the District and the requirements of the RFP.**
8. Evaluation Committee: The evaluation team will be selected by the Yuma County Sheriff or his designee.

C. Contract Award:

1. The Agreement will be awarded based on a competitive selection of proposals received.
2. The contents of the proposal of the successful Vendor and of this RFP will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award.
3. Cost in relation to service is one factor in the evaluation process, but the District is not obligated to accept the proposal with the lowest cost. The ability to provide quality service in a timely manner in accordance with the RFP requirements is critical to a successful proposal.

D. Appeals/Disputes:

1. All Vendors are given the opportunity to appeal funding recommendations. The Vendor may appeal the recommended award or denial of award, provided the following stipulations are met:
 - I. Appeal request must be in writing.
 - II. Must be submitted within ten (10) calendar days of the date of the recommended award or denial of award.
2. An appeal of a denial of award can only be brought on the following grounds:
 - I. Failure of the District to follow the selection procedures and adherence to requirements specified in this RFP or any addenda or amendments hereto.
 - II. There has been a violation of conflict of interest.
 - III. A violation of State or Federal law.
3. Appeals will not be accepted for any other reason than those stated above. All appeals must be sent to: **Sheriff Leon N. Wilmot, Yuma County Sheriff's Office, 141 South Third Avenue, Yuma, Arizona 85364.**
4. Disputes referring to this particular RFP must be addressed to: **Sheriff Leon N. Wilmot, Yuma County Sheriff's Office, 141 South Third Avenue, Yuma, Arizona 85364.**

E. Final Authority: The final authority to award a Contract rests solely with the Board of Supervisors of Yuma County Arizona, acting as the Yuma County Jail District Board of Directors. Final selection of the Vendor will be based on negotiation of the contract.

1. In the event the District determines that Vendor's performance of its duties or other terms of the Contract are deficient in any matter, the District will notify Vendor of such deficiency in writing or orally, provided written confirmation is given five (5) days thereafter. Vendor shall remedy any deficiency within forty-eight (48) hours of such notification or District, at its option, may terminate the agreement immediately upon written notice of deficiency and offset the cost thereof from any amounts due Vendor under the Contract or otherwise.
2. Availability of Records: All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by District representatives for a period of three (3) years after final payment under the Contract until all pending District, Yuma County and state audits are completed, whichever is later.

X. CONTRACT REVIEW

1. The District and the successful bidder shall, within thirty (30) days of execution of a Contract, set dates through the scheduled contract termination date for quarterly review meetings between Detention Center staff and Vendor personnel for the evaluation and amendment, if necessary, of the Contract.
2. The District and the Vendor shall, within thirty (30) days of execution of a Contract, formulate a monthly report form that will establish the basis for the quarterly review sessions.

XI. LIQUIDATED DAMAGES

1. The District's intent with regard to liquidated damages and penalties is to motivate the vendor to comply with the requirements of the RFP, the proposal and the resultant contract. These aspects of the agreement are not intended for application so much as to motivate the vendor to maintain the performance level agreed upon. No amount is budgeted or expected for liquidated damages or penalties and the District would be satisfied with NO penalty assessment given that the services are provided as contracted.
 - a. The contractor acknowledges that damages will be incurred by the agency, in an amount determined by the District. The contractor agrees that the District should have the right to liquidate such damages through invoice to the Contractor. Payment of invoice shall be made to the District within thirty (30) days of the Contractor's receipt of the invoice in the amount equal to the damages incurred.
 - b. Liquidated damages will be applied for failure to meet standards in each of the following areas:
 - i. System installation and implementation delay will be assessed at \$1,000 per day
 - ii. Training as specified in the RFP, \$500 per day.
 - iii. Replacement of damaged, defective or questionable field equipment delay will be assessed at \$200 per day/per unit.
 - iv. Trouble reporting and resolution delay will be assessed at \$200 per day until the reported problems have been resolved.
 - v. Out of box failure rate will be assessed at \$200 per unit/per day until properly working unit is received at appropriate location.

ADDENDUM "A"

STATE OF ARIZONA)
)ss.
County of Yuma)

NON-COLLUSION AFFIDAVIT

TO: YUMA COUNTY JAIL DISTRICT

The undersigned, in submitting a bid for the Provision of Phone, Video Visitation Services, and Tablet services to the Yuma County Jail District/Yuma County Detention Center, being first sworn, states that (s)he has not, either directly or indirectly, entered into any action in restraint of free competitive bidding in connection with this Contract.

SIGNATURE OF BIDDER

PRINTED/TYPED NAME OF BIDDER

TITLE/POSITION OF BIDDER

BUSINESS NAME

(Business Address)

ADDENDUM "B"
YUMA COUNTY DETENTION CENTER

USAGE STATISTICS AND FEE LIST

July 2017 – June 2018

| Phone Call Type | # Calls | # Minutes | Revenue | Commission Rate | Revenue Received |
|-------------------------------|----------------|------------------|---------------------|------------------------|-------------------------|
| Collect Call InterLata | 36 | 242 | \$96.80 | 65% | \$62.92 |
| Collect Call IntraLata | 207 | 2,120 | \$848.00 | 65% | \$551.20 |
| Collect Call Local | 1,060 | 7,515 | \$1,503.00 | 65% | \$976.95 |
| Collect w/CC InterLata | 45 | 463 | \$185.20 | 65% | \$120.38 |
| Collect w/CC International | 16 | 203 | \$280.81 | 65% | \$182.53 |
| Collect w/CC IntraLata | 121 | 1,136 | \$454.40 | 65% | \$295.36 |
| Collect w/CC Local | 709 | 6,801 | \$1,360.20 | 65% | \$884.13 |
| Prepaid w/CC Interlata | 63 | 663 | \$265.20 | 65% | \$172.38 |
| Prepaid w/CC International | 2 | 23 | \$32.75 | 65% | \$21.29 |
| Prepaid w/CC IntraLata | 100 | 1,121 | \$448.40 | 65% | \$291.46 |
| Prepaid w/CC Local | 1,055 | 11,535 | \$2,307.00 | 65% | \$1,499.55 |
| Prepaid Collect InterLata | 2,399 | 20,460 | \$8,184.00 | 65% | \$5,319.60 |
| Prepaid Collect International | 6 | 51 | \$80.43 | 65% | \$52.28 |
| Prepaid Collect IntraLata | 4,969 | 45,609 | \$16,686.60 | 65% | \$11,858.34 |
| Prepaid Collect Local | 79,893 | 780,064 | \$156,012.80 | 65% | \$101,408.32 |
| TOTALS | 90,681 | 878,006 | \$188,745.59 | 65% | \$123,696.69 |

| Remote Visits Count | Revenue | Commission Rate | Revenue Received |
|----------------------------|----------------|------------------------|-------------------------|
| 273 | \$1,309.61 | 55% | \$1,600.64 |

| E-mail Count | Revenue | Commission Rate | Revenue Received |
|---------------------|----------------|------------------------|-------------------------|
| 314 | \$92.70 | 50% | \$46.35 |

- Bill Statement Fee \$2.00
- PrePaid Account Set-Up Fee (Live Operator) \$5.95
- PrePaid Account Fee (Automated Website) \$3.00
- PrePaid Account Funding Fee via Web \$0.00
- PrePaid Account Funding Fee via Telephone \$0.00
- Wireless Account Maintenance Fee \$0.00
- State Regulatory Cost Recovery Fee or Percent of Call Cost \$0.00
- Federal Regulatory Cost Recovery Fee or Percent of Call Cost \$0.00
- Refund Processing Fee \$0.00
- Ancillary Fees for Instant Pay Calls \$0.00
- Other Fees \$2.00 (Bill Statement Fee)

Current Phone Rates

| Collect Call Type | Collect Per Minute Rate |
|--|--|
| Local | \$0.20 Per Minute |
| Intralata | \$0.40 Per Minute |
| Interlata | \$0.40 Per Minute |
| Interstate | \$0.25 Per Minute |
| Mexico/Canada | \$0.35 Per Minute |
| International | \$0.50 Per Minute |
| Friend & Family Prepaid Call Type | Prepaid Per Minute Rate |
| Local | \$0.20 Per Minute |
| Intralata | \$0.40 Per Minute |
| Interlata | \$0.40 Per Minute |
| Interstate | \$0.21 Per Minute |
| Mexico/Canada | \$0.35 Per Minute |
| International | \$0.50 Per Minute |
| Inmate Debit Call Type | Debit Per Minute Rate |
| Local | \$0.20 Per Minute |
| Intralata | \$0.30 Per Minute |
| Interlata | \$0.30 Per Minute |
| Interstate | \$0.21 Per Minute |
| Mexico/Canada | \$0.35 Per Minute |
| International | \$0.50 Per Minute |
| Additional Communication Rates | |
| Remote Video Visitation | \$0.35 Per Minute |
| Video Message | \$2.50 Per Message |
| E-Mail | \$0.50 Per E-Mail Exchange (includes send/reply) |
| Voicemail | \$1.00 Per Voicemail (up to 30 second duration) |