

Commodity Code(s): 72557, Telephone Systems (Over 60 Stations)

**EDDY COUNTY
STATE OF NEW MEXICO**

REQUEST FOR PROPOSALS

**Detention Center Inmate Phone System
for
EDDY COUNTY**



RFP B-17-02

**EDDY COUNTY PURCHASING
101 W. GREENE
CARLSBAD, NM**

Issued: April 11, 2017

Proposals Due: May 5, 2017, by 4:30 p.m.

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INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The County of Eddy, on behalf of the Detention Center, seeks sealed proposals from qualified companies that can-do business in the State of New Mexico to provide an inmate telephone system (ITS).

B. BACKGROUND INFORMATION

Eddy County Detention Center provides secure phone services for incarcerated individuals. The contract for this service has ended and the County is soliciting sealed proposals to continue providing this service.

The County currently utilizes an ITS provided by *Securus Technologies, Inc.*, and seeks a product of similar quality, scope and service.

Use of a brand name is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition. When bidding an "or equal" the burden of persuasion is on the supplier or manufacturer who has not been specified to convince the procurement officer that their product is, in fact, equal to the one specified. The procurement officer is given the responsibility and judgment for making a final determination on whether a proposed substitution is an "or equal" (NMAC 1.4.24, subsection D).

C. SCOPE OF PROCUREMENT

Company will provide all equipment, software, hardware, labor training installation and maintenance support for the implementation and operation of an inmate telephone service that meets Eddy County Detention Center's technical and functional requirements for services as described in RFP B-17-02.

The County Seeks up to 80 **NEW** phones to meet the needs of inmates incarcerated at Eddy County Detention Center.

Old/Refurbished phones **will not** be accepted.

Awardee will be responsible for all initializing, programming, testing and acceptance.

The term of this contract shall be for one (1) year. The County reserves the right to extend this contract, on an annual basis (or any portion thereof) and by mutual agreement, for up to three (3) additional years. Under no circumstances will the term of this contract, including any extensions thereto, exceed four (4) years. This procurement will result in a single source award.

PROCUREMENT MANAGER

The County of EDDY has designated a Procurement Manager who is responsible for this procurement and whose name, address, and telephone number are listed below. **Any** inquiries or requests regarding this procurement should be submitted to the Procurement Manager in writing. Offerors may contact **ONLY** the Procurement Manager regarding the procurement. Other County employees do not have the authority to respond on behalf of the County of EDDY.

Contacting any other Eddy County employee, department head or manager in regard to this RFP WILL result in disqualification of the potential offeror's proposal.

Bob Fabian, CPO

Eddy County Procurement Manager
Delivery Address (Including proposal delivery):
101 W. GREENE // CARLSBAD, NM 88220

Mailing Address:
101 W. GREENE // CARLSBAD, NM 88220

Phone: 575-887-9511, ext. 2501

Fax: 575-628-3275

E-mail: rfabian@co.eddy.nm.us

NOTE: All deliveries via express carrier (INCLUDING PROPOSAL DELIVERY) should be addressed to the Procurement Manager's Delivery Address, above.

DEFINITION OF TERMINOLOGY

This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.

“Board of County Commissioners” (also “BOCC”) means the elected board in whom all powers of the County are vested and who are responsible for the proper and efficient administration of the County government.

"Close of Business" means 5:00 P.M. Mountain Standard Time (MST) or Mountain Daylight Time (MDT), whichever is in effect on the date specified.

"Contract" or “Agreement” means a written agreement for the procurement of items of tangible personal property or services.

"Contractor" means a successful offeror who enters into a binding contract.

"County" means the County of Eddy, State of New Mexico.

"Determination" means the written documentation of a decision of the procurement manager including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

“Desirable" refers to the terms "may", "can", "should", "preferably" or "prefers," which identify a discretionary item or factor. (As opposed to a “mandatory” item or factor.)

"Evaluation Committee" means a body appointed by County management to perform the evaluation of offeror proposals.

"Evaluation Committee Report" means a report prepared by the Procurement Manager and the Evaluation Committee for submission to appropriate approval authorities for contract award that contains all written determinations resulting from the conduct of a procurement requiring the evaluation of competitive sealed proposals.

"Finalist" is defined as an offeror who meets all the mandatory specifications of this Request for Proposal and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

"Mandatory" refers to the terms "must", "shall", "will", "is required" or "are required," which identify a required item or factor. (As opposed to a “desirable” item or factor.) Failure to meet a mandatory item or factor will result in the rejection of the Offeror's proposal.

"Offeror" is any person, or entity who chooses to submit a proposal.

"Procurement Manager" means the person or designee authorized by the County to manage or administer a procurement requiring the evaluation of competitive sealed proposals; also referred to as "Purchasing Agent," or "Chief Procurement Officer," in this document and attachments.

"Page" means one (1) side of an 8 ½ X 11 inch sheet of paper. One (1) 8 ½ X 11 inch sheet of paper printed on both sides constitutes two (2) pages. (See, however, Section III.C for the one exception to the 8 ½ X 11 inch page size limitation.)

"Procuring agency of the County" means the department or other subdivision of the County of Eddy that is requesting the procurement of services or items of tangible personal property.

"Purchase Order" or "PO" means the document that directs a contractor to deliver items of tangible personal property or services pursuant to an existing, valid contract.

"Purchasing" means the County of Eddy Purchasing Office or the Eddy County Purchasing Agent.

"Request for Proposals" or "RFP" means all documents, including those attached or incorporated by reference, used for soliciting proposals.

"Responsible Offeror" means an offeror who submits a responsive proposal and who has furnished required information and data to prove that their financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property called for in this proposal.

"Responsive Offer" or "Responsive Proposal" means an offer or proposal that conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity and delivery requirements.

"Statement of Compliance" and "Statement of Concurrence" mean an express, affirmative statement by the offeror in their proposal, which they agree with or agree to the stated requirement(s). Possible examples of acceptable responses include "The [NAME HERE] Company agrees to comply with this requirement." "The [NAME HERE] Company concurs with this requirement." and "The [NAME HERE] Company agrees to participate as required."

PROCUREMENT LIBRARY

The Procurement Library consists of the following documents that may be accessed by their associated Internet links:

- New Mexico Procurement Code

<http://www.generalservices.state.nm.us/statepurchasing/>

- Eddy County Purchasing Policy

<http://www.eddycounty.org>

-Eddy County Competitive Purchases

<http://eddycounty.org/bids.aspx>

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule, description and conditions general requirements governing the procurement.

A. SEQUENCE OF EVENTS

The Procurement Manager will make every effort to adhere to the following schedule:

ACTION	RESPONSIBILITY	DATE
1. Issue RFP	Procurement Manager (PM)	April 11, 2017
2. Return of "Acknowledgment of Receipt" Form for Distribution List	Potential Offerors (PO)	April 18, 2017
3. Deadline to Submit Questions	PO	April 18, 2017
4. Response to Written Questions/ RFP Amendments	PM	April 20, 2017
5. Submission of Proposal	Offerors	May 5, 2017, by 4:30 p.m.
6. Proposal Evaluation	Evaluation Committee (EC)	May 8-10, 2017
7. Selection/Notification of Finalists	EC	May 10, 2017
8. Contract Negotiations	Tentative winner/County	May 10, 2017
9. BOCC Approval	BOCC	May 16, 2017
10. Contract Award	Purchasing Agent/BOCC	June 6, 2017
11. Protest Deadline	Offerors	+ 15 Days from Contract Award

B. EXPLANATION OF EVENTS

The following paragraphs further detail the activities listed in the sequence of events shown in Section II, Paragraph A.

1. Issue RFP

This RFP is being issued by the Eddy County Procurement Manager on behalf of the Eddy County Detention Center.

2. Return of "Acknowledgment of Receipt" Form for Distribution List

Potential Offerors should hand deliver or return by facsimile or e-mail or registered or certified mail the "Acknowledgement of Receipt" form that accompanies this document (See Appendix A) to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned by the close of business on the date indicated in Section II.A (Sequence of Events), above.

The procurement distribution list will be used to notify those that submitted the form of any written responses to questions and any RFP amendments. If not received, potential offeror's may not receive crucial information that may affect their proposal response and shall constitute a presumption of receipt and rejection of the RFP, and the potential Offeror's organization name shall not appear on the distribution list.

3. Deadline to submit written questions

Potential Offerors may submit written questions as to the intent or clarity of this RFP until 5:00 PM MDT on the date indicated in Section II.A (Sequence of Events), above. All written questions must be sent by e-mail to the Procurement Manager (See Introduction, Paragraph D.) All written questions must be sent by e-mail to the Procurement Manager (See Section I, Paragraph D.). Phone calls will not be accepted.

4. Response to written questions/RFP Amendments

Written responses to written questions and any RFP amendments will be posted to the EDDY COUNTY web site www.eddycounty.org via the "Purchasing Department" link. Notification of such posting shall be provided to all potential Offerors that have returned the "Acknowledgement of Receipt" Form found at Appendix A. A new "Acknowledgement of Receipt" Form will accompany the posted distribution package. The form should be signed by the Offeror's representative, dated, and hand-delivered or returned by facsimile or e-mail or by registered or certified mail by the date indicated thereon.

5. Submission of Proposal

OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN THE TIME AND DATE ON THE INDICATED IN SECTION II.A (SEQUENCE OF EVENTS), ABOVE. PROPOSALS RECEIVED AFTER THIS DEADLINE FOR ANY REASON WILL NOT BE ACCEPTED OR CONSIDERED.

The date and time of receipt will be recorded on each proposal. Proposals must be addressed and delivered to the Procurement Manager at the delivery address listed in Section I, Paragraph D. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the "Detention Center Inmate Phone System" Request For Proposals and should reference B-17-02. Proposals submitted by facsimile or other electronic means **WILL NOT BE ACCEPTED.**

If not labeled correctly, the Procurement Manager reserves the right to open any package to confirm its contents or to clarify if it is a response to this RFP.

Proposals submitted by facsimile or other electronic means **WILL NOT BE ACCEPTED.**

Proposals not following Section III, "Response Format and Organization" may be deemed non-responsive by the evaluation team and rejected on that basis.

A public log will be kept of the names of all offerors submitting proposals. Pursuant to Section 13-1-116 NMSA 1978, the contents of any proposal shall not be disclosed to competing offerors prior to contract award.

6. Proposal Evaluation

The evaluation of proposals will be performed by an Evaluation Committee appointed by County management and the Procurement Manager. This process will take place during the time period indicated in Section II.A (Sequence of Events), above. During this time, the Procurement Manager may at his option initiate discussions with offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the

proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

7. Selection/Notification of Finalists

The Evaluation Committee may select and the Procurement Manager may notify finalist offerors on the date indicated in Section II.A (Sequence of Events), above. Only finalists will be invited to participate in the subsequent steps of the procurement. The Evaluation Committee reserves the right not to utilize the finalist process if they deem it in the best interest of the County.

8. Contract Negotiations

If necessary, contract negotiations shall commence with the most advantageous offeror no later than the date indicated in Section II.A (Sequence of Events), above. In the event that mutually agreeable terms cannot be reached within the time specified, the County reserves the right to finalize a contract with the next most advantageous offeror without undertaking a new procurement process.

9. BOCC Approval

All contracts will be approved by the Board of County Commissioners before award. This date is subject to change at the discretion of the Board of County Commissioners.

10. Contract Award

After review of the Evaluation Committee Report and the tentative contract, the Purchasing Agent anticipates the Board of County Commissioners will award the contract on the date indicated in Section II.A (Sequence of Events), above. This date is subject to change at the discretion of the Board of County Commissioners.

Any contract awarded shall be awarded to the offeror whose proposal is most advantageous to the County, taking into consideration the evaluation factors set forth in this RFP.

11. Protest Deadline

Any protest by an offeror must be timely, in conformance with, and will be governed by Sections 13-1-172 through 13-1-176 NMSA 1978 and Eddy County Procurement Policy. The fifteen (15) calendar day protest period for timely offerors shall begin on the day following contract award and will end at close of business on the 15th day. Protests must be written and must include the name and address of the protestor and the Request for Proposals number. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the Purchasing Agent. The protest **must** be delivered to the Purchasing Agent at:

Eddy County
Attn. Bob Fabian, CPO
101 W. Greene
Carlsbad, New Mexico 88220

NOTE: Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

This procurement will be conducted in accordance with the New Mexico Procurement Code and the Eddy County Procurement Policy.

1. Acceptance of Conditions Governing the Procurement

Offerors must indicate their acceptance of the Conditions Governing the Procurement in the letter of transmittal form (see Appendix D). Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

2. Incurring Cost

Any cost incurred by the offeror in preparation, transmittal, presentation of any proposal or material, or negotiation associated with its response to this RFP shall be borne solely by the offeror. Additionally, any cost incurred by the Offeror for set up and demonstration of proposed equipment and/or systems shall be borne solely by the Offeror.

3. Prime Contractor Responsibility

Any contract that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of the contract with the County. The County will only make contract payments to the prime contractor.

4. Subcontractors/Consent

The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from the County before any subcontractor is used during the term of this agreement.

Use of subcontractors must be clearly explained in the proposal and each must be identified by name. Substitution of subcontractors, after contract award, must receive prior written approval of the Project Manager, County Manager and/or their designees.

5. Amended Proposals

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. County personnel will not merge, collate, or assemble proposal materials.

6. Offerors' Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The offeror must submit a written withdrawal request signed by the offeror's duly authorized representative addressed to the Procurement Manager. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

7. Proposal Offer Firm

Responses to this RFP, including proposal prices for services, will be considered firm for one hundred twenty (120) days after the due date for receipt of proposals or ninety (90) days after the due date for the receipt of a best and final offer, if one is solicited.

8. Disclosure of Proposal Contents

The proposals will be kept confidential until a contract is awarded by the awarding authority. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material which is clearly marked proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978, 57-3A-1 to 57-3A-7. The price of products offered or the cost of services proposed **shall not be designated** as proprietary or confidential information.

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the Purchasing Agent shall examine the Offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continued prohibition on the disclosure of confidential data.

9. No Obligation

This procurement in no manner obligates Eddy County or any of its departments or other subdivisions to the eventual lease, purchase, etc., of any tangible personal property offered or services proposed until a valid written contract is approved by the Board of County Commissioners.

10. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the County determines such action to be in the best interest of the County.

11. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the contractor. The County's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. Legal Review

The County requires that all offerors agree to be bound by the General Requirements contained in this RFP. Any offeror concerns must be promptly brought to the attention of the Procurement Manager.

13. Governing Law

This procurement and any agreement with offerors that may result shall be governed by the laws of the State of New Mexico.

14. Basis for Proposal

Only information supplied by the County in writing through the Procurement Manager or in this RFP should be used as the basis for the preparation of offeror proposals.

15. Contract Terms and Conditions

The contract between the County and the contractor will follow the format specified by the County and contain the terms and conditions set forth in Appendix B. However, the County reserves the right to negotiate provisions in addition to those contained in the RFP (Sample Contract) with any offeror. The contents of this RFP, as revised or supplemented, and the successful Offeror's proposal will be incorporated into and become part of the contract.

Eddy County discourages exceptions from the contract terms and conditions as set forth in the RFP Sample Contract. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the County (and its evaluation team), the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require substantial proposal rewrite to correct.

Should an offeror object to any of the County's terms and conditions, as contained in this Section or in Appendix B, strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose **specific** alternative language. The County may or may not accept the alternative language, at the County's sole discretion. General references to the Offeror's terms and conditions or attempts at complete substitutions of the Sample Contract are not acceptable to the County and **will** lead to disqualification of the Offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording in order for the proposed alternate wording to be considered.

If an Offeror fails to propose any alternate terms and conditions during the procurement process (The RFP process prior to selection as successful Offeror), no proposed alternate terms and conditions will be considered later during the negotiation process. Failure to propose alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror) is an **explicit agreement** by the Offeror that the contractual terms and conditions contained herein are **accepted** by the Offeror.

16. Offeror's Terms and Conditions

Offerors must submit with their proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the County. Please see Section II.C.15 for requirements.

17. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed during the procurement process, that is, the RFP process prior to selection as successful Offeror), will be discussed only between the County and the selected Offeror and shall not be deemed an opportunity to amend the Offeror's proposal.

18. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any offeror who is not a responsible offeror or fails to submit a responsive offer as defined in Sections 13-1-83 and 13-1-85 NMSA 1978.

19. Disclosure Regarding Responsibility

Any prospective Responsible Bidder/Offeror (hereafter Offeror) and/or any of its Principals who seek to enter into a contract greater than twenty thousand dollars (\$20,000.00) with an State agency or Local Public Body for professional services, tangible personal property, services or construction agrees to disclose whether they, or any principal of their company:

1. Are presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, State agency or local public body;
2. Have, within a three-year period preceding this offer, been convicted of or had civil judgment rendered against them for: commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) contract or subcontract; violation of federal or state antitrust statutes related to the submission of offers; or commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of federal criminal tax law, or receiving stolen property;
3. Are presently indicted for, or otherwise criminally or civilly charged by any (federal, state, or local) government entity with, commission of any of the offenses enumerated in paragraph 2 of this disclosure.
4. Have, preceding this offer, been notified of any delinquent federal or state taxes in an amount that exceeds \$3,000.00, of which the liability remain unsatisfied.
 - a. Taxes are considered delinquent if both of the following criteria apply:
 - i. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally

determined if there is a pending administrative or judicial challenge.

- ii. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
5. Have, within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities. The Offeror shall provide immediate written notice to the Procurement Manager or Buyer if, at any time prior to contract award, the Offeror learns that its disclosure was erroneous when submitting or became erroneous by reason of changed circumstances. A disclosure that any of the items in this requirement exist will not necessarily result in withholding an award under this solicitation. However, the disclosure will be considered in the determination of the Offeror's responsibility. Failure of the Offeror to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
6. Nothing contained in the foregoing shall be construed to require establishing a system of records in order to render in good faith the disclosure required by this document. The knowledge and information of an Offeror is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts. If, during the performance of the contract, the contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state, or local) with commission of any offenses named in this document the contractor must provide immediate written notice to the Procurement Manager or Buyer. If it is later determined that the Offeror knowingly rendered an erroneous disclosure, in addition to other remedies available to the government, the SPA, Board of County Commissioners or Central Purchasing Officer may terminate the involved contract for cause. Still further, the SPA or Central Purchasing Officer may suspend or debar the contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the State Purchasing Agent or Central Purchasing Officer.

20. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory

requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

21. Change in Contractor Representatives

The County reserves the right to require a change in contractor representatives if the assigned representative(s) is (are) not, in the opinion of the County, meeting its needs adequately.

22. Notice of Penalties

The Procurement Code, NMSA 1978 Sections 13-1-28 through 13-1-199 imposes civil, misdemeanor and felony criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

23. County Rights

The County in agreement with the Evaluation Committee reserves the right to accept all or a portion of an Offeror's proposal.

24. Right to Publish

Through the duration of this procurement process and contract term, Offerors and contractors must secure from the County written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the contract.

25. Ownership of Proposals

All documents submitted in response to the RFP shall become the property of the County. However, any technical or user documentation submitted with the proposals of non-selected offerors may be returned after the expiration of the protest period, by request, at the expense of the Offeror.

26. Ambiguity, Inconsistency or Errors in RFP

Offerors shall promptly notify the Procurement Manager, in writing, of any ambiguity, inconsistency or error which they discover upon examination of the RFP.

27. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of any contract resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of the County of Eddy.

The Contractor(s) shall agree to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without first procuring the County's written permission.

28. Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence.

29. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. If accepted by such means, the Offeror acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the County, the Offeror acknowledges the version maintained by the County shall govern.

30. Pay Equity Reporting Requirements

If the Offeror has ten (10) or more employees OR eight (8) or more employees in the same job classification, Offeror **must** complete and submit the required reporting form (PE10-249) if they are awarded a contract.

For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, Offeror must also agree to complete and submit the required form annually within thirty (30) calendar days of the annual bid or proposal submittal anniversary date and, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract.

Should Offeror not meet the size requirement for reporting at contract award but subsequently grows so that they meet or exceed the size requirement for reporting, Offeror must agree to provide the required report within ninety (90) calendar days of meeting or exceeding the size requirement.

Offeror must also agree to levy these reporting requirements on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee-size thresholds during the term of the contract. Offeror must further agree that, should one or more subcontractors not meet the size requirement for reporting at contract award but subsequently grow such that they meet or exceed the size requirement for reporting, Offeror will submit the required report, for each such subcontractor, within ninety (90) calendar days of that subcontractor's meeting or exceeding the size requirement.

31. New Mexico Employees Health Coverage

1. For all contracts solicited and awarded on or after January 1, 2008: If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to:

- a. have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2008, if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed one million dollars or;

- b. have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2009, if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$500,000 dollars or
 - c. have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010, if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
2. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.
 3. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information <http://insurenwemexico.state.nm.us/>.
 4. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it), these requirements shall apply the first day of the second month after the Offeror reports combined sales (from State and, if applicable, from LPBs if from a state price agreement) of \$250,000, \$500,000 or \$1,000,000.

32. Default

The County reserves the right to cancel all or any part of any orders placed under this contract without cost to the County, if the Contractor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the County due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the County shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

33. Conflict of Interest

The Offeror warrants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance or services required under the Agreement. The Offeror certifies that the requirements of the Governmental Conduct Act, NMSA 1978, §10-16-1 through §10-16-18, regarding contracting with a public officer or state employee or former state employee have been followed.

34. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form (See APPENDIX E) as a part of its proposal. This requirement applies regardless of whether a covered contribution was made or not made. Note that there are two (2) different signature sections within the form. For purposes of this requirement, the applicable elected public officials within the County of Eddy include, but are not limited to, BOCC Chair, Stella Davis; Vice-Chair Susan Crockett; Commissioners, James Walterscheid, Jon Henry, Larry E. Wood; County Assessor, Gemma Ferguson; County Clerk, Robin Van Natta; Sherriff Mark Cage; County Treasurer, Laurie Pruitt; Probate Judge, John Caraway. **Failure to complete and return the signed, unaltered form will result in disqualification.**

35. Preferences

1. Resident Business Preference

The New Mexico Procurement Code provides for preference for resident businesses and Contractors under certain conditions. If applicable, the preference will be provided to those Offerors that have provided a valid resident business preference certificate with their bid, as required by 13-1-22 NMSA 1978.

In order for a Offeror to receive preference as a resident business, that Offeror must submit a copy of their resident business preference certificate with their bid. The preference certificate must have been issued by the New Mexico Taxation and Revenue Department. Providing only a preference number or a copy of the application is not acceptable.

For more information and application forms, go to:

<http://www.tax.newmexico.gov/Businesses/Pages/In-StatePreferenceCertification.aspx>

2. Resident Veteran Business Preference

Effective July 1, 2012, certain preferences are available to Resident Veteran Businesses. In order for a Offeror to receive preference as a resident veteran business, that Offeror must submit a copy of their resident veteran business preference certificate with their bid. The preference certificate must have been issued by the New Mexico Taxation and Revenue Department. Providing only a preference number or a copy of the application is not acceptable.

For more information and application forms, go to:

<http://www.tax.newmexico.gov/Businesses/Pages/In-StatePreferenceCertification.aspx>

- a. Qualified resident businesses will be given a 5% preference on all RFP's. When proposals are evaluated, New Mexico resident businesses that are registered with the Department of Taxation and Revenue, will receive additional points equivalent to 5% of the total points possible for award.
- b. Qualified Resident Veteran's business will be given points as described in Appendix F.
- c. Only one of these preferences may be used.
- d. Preferences shall not apply when the expenditures for an RFP include federal funds.

III. RESPONSE FORMAT AND ORGANIZATION

NUMBER OF RESPONSES

Offeror's may submit only one (1) response to this RFP.

NUMBER OF COPIES

Offerors **should** deliver one (1) original copy and <3> copies of their proposals (4 total of Binder 1), one (1) original and <1> identical copy of cost proposal (2 total of Binder 2) and offerors submitting Proposals containing confidential information **must** submit <1> redacted version of that proposal for the public file. One <1> electronic version of the proposal **may** be submitted via removable hard disk containing both Binders and all Confidential Information separated on the electronic version (must mirror the hard copy submitted).

Proposals **must** be delivered to the location specified in Section 1, paragraph D on or before the closing date and time for receipt of proposals. The original copy should be clearly marked "ORIGINAL" on the front cover and **shall** contain original signatures.

- Proposals containing confidential information **must** be submitted as two separate files:
 - **Un-redacted** version for evaluation purposes.
 - **Redacted** version (information blacked out and not omitted or removed) for the public file. For this RFP, one (1) version of the redacted file is requested, if submitting as such.

1. PROPOSAL FORMAT

Ability to follow instructions and formatting is of the utmost importance to Eddy County. This attention to detail shows the evaluation team your level of commitment to this RFP and your work as an organization.

All proposals **must** be printed on standard 8 ½ x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within a binder with tabs delineating each section. Each proposal should be organized and indexed in the following format and **must** contain, as a minimum, all listed items in the sequence indicated with a tab for each item listed below.

Binder #1

- a. Table of Contents
- b. Response to Specifications **with the exception of Cost.**
 - a. This should include a response to:
 - i. Technical Requirements as listed below.
 - ii. Organizational Experience
- c. Response to Letter of Transmittal Form
- d. Response to Campaign Contribution Disclosure Form
- e. Response to Appendix G
- f. Response to Appendix H
- g. Response to Appendix I
- h. Resident Vendor or Resident Veteran Certificate (if applies)

Binder #2

- i. Cost Response Form (See Appendix C) – Offerors **must** follow the instructions for proposing price on form.

Within each section of their proposal, offerors should address the items in the order in which they appear in this RFP. Any forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal. Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

*A proposal summary may be included by offerors to provide the Evaluation Committee with an overview of the technical and business features of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal.

**Offerors may attach other material they believe may improve the quality of their responses. However, these materials will be included in Binder 2.

2. LETTER OF TRANSMITTAL

The Offeror's proposal must be accompanied by the Letter of Transmittal form located in APPENDIX D. The form must be completed and must be signed by the person authorized to obligate the company. The letter of transmittal **MUST**:

- a. Identify the submitting organization;
- b. Identify the name, title, telephone number, and e-mail address of the person authorized by the organization to contractually obligate the organization;
- c. Identify the name, title, telephone number, and e-mail address of the person authorized to negotiate the contract on behalf of the organization;
- d. Identify the names, titles, telephone numbers, and e-mail addresses of persons to be contacted for clarification;
- e. Identify if sub-contractors will be used in the performance of the contract award;
- f. Describe any relationship with any entity that will be used in the performance of this awarded contract;
- g. Identify the following with a check mark and signature where required:
 - i. Explicitly indicate acceptance of the Conditions Governing the Procurement stated in Section II, Paragraph C.1;
 - ii. Acknowledge acceptance of Section V of this RFP;
 - iii. Acknowledge receipt of any and all amendments to this RFP;
 - iv. Be signed by the person authorized to contractually obligate the organization.

3. RESIDENT BUSINESS OR RESIDENT VETERANS PREFERENCE

To ensure adequate consideration and application of NMSA 1978 13-1-21 (as amended), Offerors must include a copy of their preference certificate in this section. In addition, for resident Veteran's Preference, the certification form must accompany any Offer and any business wishing to receive the preference must complete and sign the form.

IV. SPECIFICATIONS

Offerors should respond in the form of a thorough narrative or explain their plan of operation to each specification as listed below in the order they appear for evaluation purposes, unless otherwise specified.

If the Specification is not a question, Offerors may answer in the affirmative that the specification will be completed by a statement of concurrence.

The narratives and explanations, including required supporting materials, will be evaluated and awarded points accordingly. Failure to respond to a Mandatory Specification **will** result in disqualification of Proposal.

The Secure Inmate Telephone System and Related Services proposed for the county must meet or exceed the technical requirements outlined in this Section of the RFP. The County currently utilizes an ITS provided by *Securus Technologies, Inc.*, and seeks a product of similar quality, scope and service.

Use of a brand name is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition. When bidding an "or equal" the burden of persuasion is on the supplier or manufacturer who has not been specified to convince the procurement officer that their product is, in fact, equal to the one specified. The procurement officer is given the responsibility and judgment for making a final determination on whether a proposed substitution is an "or equal" (NMAC 1.4.24, subsection D).

*The Secure Inmate Telephone System (ITS) proposed to meet these technical requirements **must** be provided for all county facilities at **No Cost** to the county including system installation, training, operation and maintenance of the system and its components.*

*Potential Offeror's are reminded: **Mandatory**" refers to the terms "must", "shall", "will", "is required" or "are required," which identify a required item or factor. (As opposed to a "desirable" item or factor.) Failure to meet a mandatory item or factor will result in the rejection of the Offeror's proposal.*

It shall be the sole responsibility of the Contractor to provide for any specific HVAC requirements as needed for their equipment, if said equipment requires additional heating and cooling environments which have not already been provided for by the County.

A. TECHNICAL SPECIFICATIONS – Please list in order a response to the following specifications:

1. The Secure Inmate Telephone System (ITS) proposed for the county **must** include the following components:
 - Outgoing only ITS service for the county. Successful vendor **must** provide at least one (1) PC and laser printer (22 ppm minimum) at each facility identified in this RFP.
 - The ITS user utilities **shall** also be provided through a secure internet connection available from any PC with internet access.

- A Centralized System Database located outside of the county facilities and maintained by the Offeror. The Centralized System Database **must** be located in secure location resistant to local disasters and also include processes to backup and restore data for disaster recovery.
 - The proposed ITS **must** be proposed with its own unique Local Area Network (LAN). Use of or integration with the existing county LAN is not permitted including but not limited VPN access.
 - The proposed ITS **must** allow for administrator password levels that restrict county personnel to the ITS within their particular county facility as well as allow certain county personnel to access multiple locations as required.
2. The Offeror **must** propose one type of ITS for all county locations. All system hardware, software, software level and support systems **must** be the same in each county facility. **All system hardware, software must be new, state-of-the-art or in current production. No refurbished equipment will be accepted for this project.**
 3. The ITS **must** provide for all telecommunications capabilities for inmate services as well as administrative capabilities for county personnel.
 4. The Offeror **must** propose an ITS at **No Cost** to the county and include but not limited to:
 - full design, programming and installation;
 - programming of all inmate specific information such as PIN's calling privileges, access times;
 - post installation maintenance;
 - all network services (local, long distance, international);
 - all network services for administration and investigative reporting of the ITS.
 5. The Offeror **must** propose an ITS for the county that has the capability of processing inmate calls in a pre-paid, debit and collect depending on the county facility and unique needs of the county.
 6. The Offeror **must** propose an ITS that can be shut down quickly and selectively. The county must be able to shut down the system globally and restrict all PIN access within an entire facility and/or within a particular housing unit.
 7. The Offeror **must** propose an ITS solution that allows the county to completely restrict inmate access to outside network services/housing units/facilities. **The Offeror must describe, in its response, how this restriction is accomplished with the proposed ITS.**
 8. The proposed ITS **must** be restricted to outgoing calls only. The system **must** not process incoming calls at any time.
 9. The Offeror **must** agree, in its response, that it will keep all call processing and call rating information current. This information includes, but is not limited to, local exchanges, area codes, country codes, vertical & horizontal coordinates and any other information necessary to accurately process and rate calls. The Offeror **must** provide the county with

any and all rate information for all calls upon request by the county at any time during the term of this contract.

10. The ITS **must** block all calls made to any of the following services whether the system is used in prepaid, debit or collect call mode. **The Offeror shall be responsible for ensuring that the system is programmed for such blocking and describe in its plan how it will do so.**
 - 900, 972, 976, 550, telephone numbers incurring excess charges;
 - long distance carrier access codes (e.g., 101-XXXX);
 - local toll free numbers (e.g., 950-XXXX);
 - directory assistance numbers (e.g., 411, 555-1212, etc.);
 - toll free numbers (e.g., 800, 888, 877, 866, 855, etc.) unless authorized by county
11. The proposed ITS **must** not provide a second opportunity to dial a number without the inmate hanging up the telephone receiver after the first call is completed.
12. The proposed ITS **must** allow for a maximum “ring time” prior to disconnecting the inmate call.
13. The proposed ITS **must** provide notification to an inmate of the call status (e.g., busy, no answer, etc.). This notification **must** have appropriate recorded messages for each type of call status. This requirement **must** be implemented for all calling methods and all available languages.
14. The proposed ITS **shall** not allow the inmate to speak to the called party until the call has been positively accepted. This requirement **must** be implemented for all calling methods.
15. The proposed ITS **must** not allow the inmate to hear the called party prior to the actual positive acceptance (via touch tone entry) of the call.
16. The proposed ITS **must** allow for the county to program times when the system will be available or unavailable to inmate calling.
17. The proposed ITS **must** allow county personnel to temporarily restrict service to an individual inmate, inmate telephone, group of phones or entire facility.
18. The proposed ITS **must** provide technology that deters an inmate’s attempt to initiate a 3-Way or Conference Call with a Third Party and provide the ability to immediately terminate the call.
 - The Offeror **must** describe, in its response, how this technology operates with regard to the proposed ITS and the options available to the county.
19. It is a **must** that the proposed ITS provide a function that prevents 3-Way or Conference Calling while minimizing the possibility of “false disconnects”. The Offeror **must** explain, in its response, how this will be accomplished with the proposed ITS.

20. The proposed ITS **must** provide technology that detects real time the use of call forwarding by the called party and provide the ability to immediately restrict the call from processing. The Offeror **must** describe, in its response, how this technology operates with regard to the proposed ITS and the options available to the county.
21. It is a **desirable** that the proposed ITS provide a function that prevents call forwarding while minimizing the possibility of “false restrictions”. The Offeror **must** explain, in its response, how this will be accomplished with the proposed ITS.
22. The proposed ITS **must** provide a Call Alert feature. This feature will provide real-time live monitoring for county personnel that a designated inmate is simply placing a call or is placing a telephone call to a specific number that has been assigned alert status. E-mail notification is also required as part of this call alert feature.
23. The Offeror **must** describe, in its response, how the proposed ITS operates when the inmate call is to a cellular telephone. This description **must** include how calls are placed to cellular telephones and how billing of the call is processed.
24. The proposed ITS **must** have the ability to allow for a called party to select an option (via the touch tone pad of their telephone) that automatically restricts his/her number from being called again from the county.
25. Each call placed through the ITS **must** be electronically identified by the system as being a call originating from a county facility.
26. If a call is not accepted by the called party, or if no one answers the call, the ITS **must** inform the inmate of the situation prior to disconnecting the call.
27. The ITS **must** have the capability to accept the called party’s response via DTMF (Touch Tone Pad) input from the telephone. Calls shall not be billed until positive acceptance by the called party is indicated by the input of a single Touch Tone digit.
28. The ITS, whether in pre-paid, debit or collect call mode, **shall** be capable of announcing to the called party the name of the calling inmate.
 - Offeror **must** provide a mechanism to record an inmate’s name a single time to be used each time this announcement is required. The activation or deactivation of this feature **must** be controlled by the county.
29. The ITS **shall** be capable of announcing to the called party how to accept calls, not accept calls and also provide an option to block their number real time by pressing a single digit on the telephone keypad.

30. The proposed ITS **must** be capable of announcing to the called party the call rate, and available pre-paid balance when a collect call is placed. The Offeror **must** describe how this is accomplished by the called party.
31. The system **must** provide a manner for all calls to be “branded” with the standard county message as well as the statement that “All calls are recorded and may be monitored” unless otherwise marked as a private (non-recorded) call.
32. The Offeror **must** propose and implement an ITS that provides telephone reception quality meeting all industry standards for service quality.
33. The Offeror **must** provide and install adequate surge protection for the proposed ITS and its components.
34. The Offeror **must** provide and install adequate lightning protection equipment on all network services supplied for the proposed ITS.
35. The Offeror **must** provide a sufficient number of uninterruptible power supply (UPS) systems that also have surge protection at each county facility capable of supporting all ITS components including recording devices for a minimum of fifteen (15) minutes.
36. In the unlikely case of the loss of commercial power and the failure of the UPS, the ITS **must** automatically restrict or “shut off” all inmate telephones so that no inmate calls can be made until commercial power is restored and access is once again provided by the county. Upon restoration of power, the ITS **shall** automatically restore all services without the need of human intervention.
37. It is **desirable** that the Offeror provide an ITS in which the Central Processor Unit (CPU) and other critical components are redundant.
 - The Offeror **must** describe, in its response, those critical components that are redundant with the proposed ITS.
38. The Offeror **must** provide standard hardware and software enhancements/upgrades to the proposed ITS at **No Cost** to the county during the term of this contract. The installed ITS for the county facility **must** always be at the latest general release of the system’s available hardware and software including operating systems for the system administration and system reporting function.
39. Telephone network services provided by the Offeror **shall** be programmable for calling number identification (Caller ID).
40. Monitoring of inmate calls **must** be provided in “real time”. County personnel **must** be capable of monitoring an inmate’s call while the call is in progress with the ability to disconnect the call at any time. The media player provided by the Offeror **must** have

digital interactive capabilities allowing county personnel to pause, repeat and resume the listening of a call-in progress.

- The Offeror **must** describe, in its response, how this will be accomplished with the proposed system.
41. The collect call automated announcement function of the Secure Inmate Telephone System **must** be capable of processing calls on a selective Multi-lingual basis. The inmate **must** be able to select the preferred language using no more than a single digit code.
- The Offeror **must** list, in its response, the languages available with the proposed ITS.
42. The proposed Secure Inmate Telephone System **must** allow for the county to program times by facility, housing unit, and inmate when the system will be available or unavailable to inmate calling.
- The Offeror **must** describe, in its response, how this is accomplished.
 - Total = approx. 80 phones
 - 201 N Main, Carlsbad NM, 88220
- Female Unit – 14 phones, 3 Video Terminals
 - Male Unit – 74 phones, 16 Inmate Video; 1 Mobile Cart Video and 5 Public Dual Handsets for Main Visitation Stations. (Locations for these phones are for Alpha, Attorney, Beta 1, Beta 2, Beta 3, Booking Area; Omega 1, 2, 3, 4; Sigma, Delta, Gamma, Kappa, Intake and Main Visitation areas.
 - Total for Female and Male Units – 88 phones; 20 single handsets and 5 dual handsets

Personal Identification Numbers (PINs) – Offerors Must Respond, like above, to the questions in order below, in the order they are shown. Please answer questions 1-10 in order. If not a question, Offeror may write a statement of concurrence.

It is the intention of the county to implement the proposed ITS with the use of inmate Personal Identification Numbers (PINs). The proposed ITS **must** adhere to the following requirements for PIN operation for all calling methods:

The ITS **must** restrict use through authorized Personal Identification Numbers (PINs) assigned to each inmate. The length of these PINs must be determined by the county and remain consistent throughout county facilities.

1. The proposed ITS **must** allow for the cross-referencing of inmate PINs to the county inmate *commitment* number allowing for county personnel to search by *commitment* number for call records and call recordings.

- The Offeror **must** describe, in its response, how this will be accomplished with the proposed system.
- 2. Although the ITS installed at the county will primarily operate in collect call mode, the ITS **must** be capable of utilize the same PIN for pre-paid and debit calls as well.
- 3. The ITS **must** have an option to force each PIN to have a “class of service” assigned. For example, a PIN might have a list of allowable telephone numbers that can be called, the maximum duration of each call, maximum threshold of calls allowed during a specified period, etc.
- 4. The proposed system **must** provide call restrictions by PIN that provide the following restrictions at a minimum:
 - Placing of Calls: Inmates can be either approved or not approved to make phone calls by PIN;
 - Use of Specific Telephones: Inmates, via the PIN, can be restricted to a specific telephone or group of telephones, at the county’s option;
 - Duration of Call: Maximum call duration can be set globally (all PIN’s), by site, by facility area, by individual inmate’s PIN and by dialed number at the county’s option;
 - Time of Day Calling: An allowed calling schedule can be provided for each specific PIN, by housing unit, by site and globally (all PIN restrictions) at the county’s option.
 - Specific PIN: Restrict an inmate under disciplinary action from placing all calls assigned to his/her particular PIN with the exception of privileged numbers (e.g., attorney, approved clergy and social work professionals).
 - Restriction: Set call duration, set number of calls per day, set only certain numbers per PIN, etc.
- 5. The ITS’s PIN feature **must** ensure the automated operator function uses the inmate’s pre-recorded name to announce to the called party from whom the call is originating. Identification of the specific inmate and thus the announcement of the inmate’s name must be performed by the PIN assignment. This feature will be implemented at the discretion of the county.
- 6. The ITS’s PIN feature **must** not allow the recording of inmate calls to certain pre-determined telephone numbers such as calls to an attorney.
- 7. It is **desirable** that the proposed ITS provide for an automatic suspension and reactivation (after a set period of time) of the inmate PIN.
- 8. The proposed ITS **must** be capable of assigning an inmate’s account to an individual telephone or group of telephones so that the inmate’s account may only place calls from those designated telephones. These telephones must still be capable of being used by inmate accounts not specifically assigned to them.

9. The proposed ITS **must** allow for the deletion or disabling of the PIN of a released inmate while retaining all call records and call recordings associated with that PIN.
 - The Offeror must describe, in its response, how this will be accomplished with the proposed system.
10. The proposed ITS **must** allow for the inmate PIN to be associated or linked to the inmate's county *commitment* number.
 - The Offeror **must** describe, in its response, how this will be accomplished with the proposed system for both "active" inmates and "inactive" (released) inmates.

Calling Methods – Offerors Must Respond, like above, to the questions in order below, in the order they are shown. Please answer questions 1-9 in order. If not a question, Offeror may write a statement of concurrence.

It is the intention of the county to implement the proposed ITS in collect call mode to all locations within the United States while utilizing pre-paid and debit mode for calls to both United States and International locations. The proposed ITS **must** allow the county to operate in this combined mode.

1. The Offeror **shall** provide an Automated Operator for all calling methods.
 - a. **At no time, shall an inmate be connected to a "live" operator.**
2. The automated announcement function of the ITS **bb** be capable of processing calls on a multi-lingual basis: The inmate **must** be able to select the preferred language using no more than a single digit code.
3. Call acceptance by the called party **must** be accomplished through caller confirmation (positive acceptance). Calls for all calling methods **shall** not be connected nor shall billing commence until the called party indicates acceptance of the call.
4. The proposed ITS **must** provide notification to an inmate of the call status or progress (e.g., busy, no answer, etc).
 - a. **The proposed ITS must not allow the inmate to hear the called party prior to the actual positive acceptance (via touch tone entry) of the call.**
5. During the call setup process, the ITS **must** provide a pre-recorded announcement identifying that the call is coming from a specific inmate at the county and **must** be heard by the answering party. The announcement **must** also include: "All telephone calls will be recorded and may be monitored" **unless pre-determined as a privileged call.**
6. The proposed ITS **must** provide an inmate debit based database capability that tracks an inmate's "telephone usage balance". Such balances shall be maintained by the ITS in conjunction with the county Inmate Commissary Accounts.

7. The ITS **shall** confirm that funds are available in the inmate's "telephone usage account" after the telephone number is dialed by the inmate but prior to placing the call.
 - a. The Offeror **must** explain, in its response, the options available for an inmate to add more funds to his/her debit account.
8. The proposed ITS **must** provide for true "acceptance supervision" prior to billing of all calling methods. Billing shall begin when the call is accepted by the called party and **shall** terminate when either the inmate or the called party hang up.
9. The Offeror **must** provide a list of international locations (outside the North American Dialing Plan) that can be reached via the ITS' pre-paid and/or debit mode.

General System Management Requirements - Offerors Must Respond, like above, to the questions in order below, in the order they are shown. Please answer questions 1-4 in order. If not a question, Offeror may write a statement of concurrence.

1. The Offeror **must** propose an ITS that can be accessed from any Windows based PC with access to the internet by authorized county personnel.
2. The Offeror **must** propose an ITS that allows for changes to be administered in "real time" while the system is in use. The proposed system **must** not require the system to be taken off line to make additions, changes or retrieve reports.
3. The Offeror **must** propose an ITS that provides a single Graphical User Interface (e.g., Microsoft Windows™ Internet Explorer) for system administration, investigations and reporting functions.
4. The ITS proposed for the county **must** allow for investigation personnel to access the inmate call records at any PC with access to the internet without the need to establish a VPN gateway of direct connectivity from the county network.
 - a. The Offeror **must** describe, in its response, how this will be accomplished with the proposed ITS. This description must include what is required with regard to hardware, software and network services as well as the security procedures involved with this remote access.

Restrictions, Fraud Control Options and System Security - Offerors Must Respond, like above, to the questions in order below, in the order they are shown. Please answer questions 1-9 in order. If not a question, Offeror may write a statement of concurrence.

1. In order to limit possible telephone fraud, it is **mandatory** that a fraud prevention feature be available which will be able to randomly interject pre-recorded announcements throughout the duration of the conversation to the called party indicating the source of the call.
 - a. The Offeror **must** describe in its proposal in detail how this is accomplished.

2. The Offeror **must** describe, in its response, all detection and prevention capabilities related to fraudulent, illicit or unauthorized activity available on the proposed ITS.
3. The Offeror **must** identify, in its response, specific activities the proposed system capabilities shall detect and/or prevent.
 - a. The Offeror **must** also identify, in its response, possible methods inmates may use to circumvent these capabilities.
4. The Offeror **must** propose an ITS that is capable of detecting extra dialed digits from the inmate's telephone.
5. The proposed ITS **must** allow the county to immediately and remotely turn telephones on and off. This **shall** be capable of being accomplished by individual telephones, groups of telephones, or an entire county facility by county personnel with the appropriate authorization level.
6. The Offeror **must** describe, in its response, all standard and optional security services employed to protect the proposed ITS in terms of unauthorized access through the installed network of services, unauthorized access through the ITS Local Area Network (LAN), unauthorized access to the ITS programming, unauthorized access through the ITS Wide Area Network (WAN).
7. The Offeror **must** describe, in its response, how the county will be able to monitor the installed ITS and the ITS WAN network of services for possible security breaches.
8. The proposed ITS **must** provide technology that deters an inmate's attempt to initiate a 3-Way or Conference Call with a Third Party and provide the ability to immediately terminate the call.
 - a. The Offeror **must** describe, in its response, how this technology operates with regard to the proposed ITS and the options available to the county.
9. The proposed ITS **must** provide technology that detects real time the use of call forwarding by the called party and provide the ability to immediately restrict the call from processing.
 - a. The Offeror **must** describe, in its response, how this technology operates with regard to the proposed ITS and the options available to the county.

General Operational Requirements - Offerors Must Respond, like above, to the questions in order below, in the order they are shown. Please answer questions 1-6 in order. If not a question, Offeror may write a statement of concurrence.

1. The Offeror **must** describe, in its response, the network of services required to support the proposed ITS. (i.e., ISDN, 56Kbps Circuit, T1, MPLS, etc.).

2. The Offeror **must** describe, in its response, how it will address instances of inadequate outside network plant facilities at a county facility to ensure that the proposed ITS is implemented according to the installation schedule agreed to by the county.
3. The Offeror **must** describe, in its response, how remote access to the ITS for maintenance and programming by the Contractor provided. The Offeror **must** describe, in its response, all security measures, policies and procedures in place for this remote access.
4. The Offeror **must** provide, in its response, all electrical and environmental requirements of the ITS for each county facility. Such information **must** be provided for all components of the ITS including the central processor/equipment, call recording equipment, PCs, printers, etc.
5. The ITS proposed by the Offeror **must** be capable of automatically recovering from a power outage(auto-recovery) to full working order capable of processing inmate telephone calls with all programmed restrictions in place. This “auto recovery” **must** include all system hardware components, all software including county specific programming and restrictions and all network services (analog lines, T1 circuits, etc.).
 - The Offeror **must** describe, in its response, any interaction required by county personnel for this system “auto recovery” to occur.
6. The Offeror **must** provide, in its response, the capacities/limits for the proposed ITS. At a minimum, the Offeror **must** provide the capacity for the following:
 - Individual Inmate Accounts
 - Call Records
 - Recording Storage
 - Simultaneous Administrative Users
 - Workstations/PCs
 - Simultaneous Access to System User Utilities
 - Inmate Telephones
 - Simultaneous Telephone Calls

System Call Recording and Live Monitoring- Offerors Must Respond, like above, to the questions in order below, in the order they are shown. Please answer questions 1-14 in order. If not a question, Offeror may write a statement of concurrence.

The county currently records inmate calls and monitors (in real time) select calls when necessary. This recording and monitoring is performed on all calls with the exception of privileged calls (e.g., attorneys, etc.). The Offeror **must** address the following specifications regarding the recording of inmate calls.

1. The ITS proposed by the Offeror **must** be capable of recording all accepted inmate calls simultaneously and at any time. The call recording **shall** be integrated with the proposed ITS and not a separate recording system.

2. The call recording feature proposed by the Offeror **must** be capable of allowing call recording to be deactivated for specific telephone numbers globally or assigned to an inmate's PIN. This capability would be utilized for inmate calls to attorneys, etc.
3. The call recording feature proposed with the ITS **must** be fully digital allowing for digital storage of call recordings and the use of mobile digital storage devices for the transfer of recordings. List all recording formats available to the authorized user.
4. The Contractor **must** provide storage of all recordings of inmate calls for each county facility off site at the Contractor's data storage facility for *six months/one year/life of this contract*.
 - The Offeror **must** describe, in its response, how this will be accomplished with the proposed system.
5. The Contractor **must** allow access to off-site inmate call recordings by county personnel providing the ability for county personnel to download and transfer such recordings to mobile digital storage devices when necessary.
 - The Offeror **must** describe, in its response, how this is accomplished with the proposed solution for the county.
6. The call recording system proposed by the Offeror **must** allow access to inmate call recordings from any PC on the ITS network within each facility and from a secure internet connection.
 - The Offeror **must** describe, in its response, how this is accomplished with the proposed system.
7. The call recording system proposed by the Offeror **must** allow access to inmate call recordings at each county facility by investigative personnel.
 - The Offeror **must** describe, in its response, how this is accomplished with the proposed system.
8. Many times, the recorded telephone conversations of inmates are used as evidence in criminal or county violation investigations. The system proposed to the county **must** include the capability of transferring recorded calls to CD or DVD to be played on any industry standard device.
9. The call recording system proposed by the Offeror **must** allow for the transfer of call recordings to CD or DVD in industry standard formats (e.g., wav, mp3, etc.) allowing for playback on standard PC media drives or industry standard media players.
 - The Offeror **must** state, in its response, the recording file formats provided by the proposed recording system.
10. The call recording system proposed by the Offeror **must** allow county personnel to transfer call recordings to CD or DVD in a simplified and efficient manner. The system **must** allow county to transfer a call without having to fully download the file to the PC at which the staff member is working.

- The Offeror **must** describe how the transfer of call recordings is performed with the proposed ITS and call recording system.
11. The call recording system proposed by the Offeror **must** allow county personnel to locate call recordings in the following manners:
 - search by inmate PIN;
 - search by certain time period (date/time)
 - search by certain telephone instruments
 The system **must** allow for the search criteria either individually or in combinations.
 12. The Offeror must retain ownership of the proposed recording equipment for the duration of this contract. All responsibility for maintenance and upgrades must be provided by the Offeror at **No Cost to the county**.
 13. It is **desirable** that the call recording feature provide a search capability that allows county personnel to search recordings for certain key words or phrases.
 - The Offeror **must** provide, in its response, a description of this capability.
 14. It is **desirable** that the call recording feature provide a manner in which call recordings are encrypted to ensure that no digital modification of the recording has been made or to note if such modifications have been made.
 - The Offeror **must** describe, in its response, how this encryption function operates and the features provided by such.

Live Monitoring - Offerors Must Respond, like above, to the questions in order below, in the order they are shown. Please answer questions 1-18 in order. If not a question, Offeror may write a statement of concurrence.

1. The proposed ITS **must** allow county personnel to monitor inmate calls while the call is in process (“real time”). This live monitoring **must** be allowed by specific inmate telephone within a county facility.
2. The live monitoring function of the proposed ITS **must** allow for “real time” monitoring of inmate calls in progress within each county facility.
 - The Offeror **must** describe, in its response, how this will be accomplished with the proposed system.
3. The proposed ITS **must** allow for county personnel to monitor inmate calls in progress by entering a specified duration prior to auto scanning to the next call with the ability to stop scanning at any time.
 - The Offeror **must** describe, in its response, how this is accomplished with the proposed system.
4. The proposed ITS **must** allow for alerts or alarms that will notify county personnel when a specific inmate is placing a telephone call thus allowing county personnel to monitor that call while it is in progress.

- The Offeror **must** describe, in its response, how this function will operate with the proposed system.
5. It is **desirable** the ITS provide the alerts listed above via e-mail address, wireless pager and/or cellular telephone.
 - The Offeror **must** list, in its response, the devices to which the ITS can send alerts.
 6. It is **desirable** the ITS call monitoring capability provide a form of speech or word recognition county when certain words or phrases were used by an inmate during an outgoing call.
 - The Offeror **must** provide, in its response, a description of this capability.
 7. The proposed ITS **must** allow for county personnel to monitor inmate calls in progress for a site remote from the county facility from which the call is placed.
 - The Offeror **must** state, in its response, how this will be accomplished with the proposed system.
 8. It is **desirable** the ITS call monitoring capability allow for remote monitoring of the inmate calls in progress from within the facility (e.g., officers in towers, etc.).
 - The Offeror **must** state, in its response, what is required to provide this remote call monitoring within the particular county facility.

General Telephone Equipment Requirements - Offerors Must Respond, like above, to the questions in order below, in the order they are shown. Please answer questions TYPES 1-3 in order. If not a question, Offeror may write a statement of concurrence.

The Inmate Telephone Station Equipment required for the county **shall** consist of three (3) types of telephones as listed in this section of the RFP

Type 1: Wall Mounted Telephones (Indoor)

The first type, which will be the majority of inmate telephones installed, **shall** be permanently mounted wall telephones meeting the following specifications:

1. **All system hardware, software must be new, state-of-the-art or in current production. No refurbished equipment will be accepted for this project.** All Inmate Telephone Equipment **must** be of new manufacture and be provided (and installed) with the proposed ITS at **No Cost to the county**.
2. The Offeror **must** provide all required materials, hardware, software and telephone cabling (where re-use is unavailable or new locations are required) to install the proposed inmate telephones.
3. The Offeror is responsible for reimbursing the county for any “construction” costs incurred to facilitate the installation of the inmate telephones.

4. All inmate telephones **must** be powered by the ITS system and require no additional power source at the instrument.
5. The inmate telephone instrument **must** be standard steel construction. The Offeror **must** include photographs of the proposed inmate telephones in its response.
6. The inmate telephone instruments **must** not include coin entry slots or coin return slots regardless of whether these functions are disabled.
7. The inmate telephone instruments **shall not** contain card reader capabilities or slots used to identify inmate telephone accounts for purpose of debiting inmate telephone accounts.
8. The inmate telephones **must** be capable of reducing or eliminating background noise to the inmate using the telephone.
 - a. The Offeror **must** describe, in its response, how this will be accomplished with the proposed inmate telephone instruments (e.g., confidence, phone enclosures, etc.).
9. All inmate telephones **shall** provide volume controls which allow inmates to amplify the called party's voice.
10. The Offeror **shall** provide dialing instructions as well as a "warning" that states "This Call is Being Recorded" to the inmate in English and Spanish on each inmate telephone in a manner which reduces the possibility of being destroyed. **Simple labels or other accessible surface instructions will not be acceptable to meet this requirement.**
11. The Offeror **shall** maintain the above required telephone dialing instructions and warning statements for legibility and accuracy during the course of this contract.
12. The inmate telephone instrument **shall not** be capable of being used to program any feature of the proposed ITS.
13. All of the proposed inmate telephones **must** be compliant with all applicable requirements of the American with Disabilities Act (ADA).

Type 2: Special Management Unit Telephones

1. The second type of inmate telephone instrument **shall** be portable or "movable" inmate telephones that are used mainly in special management units and **must** be manufactured to withstand abuse (physical, liquid, etc.) as well as be compact enough to fit through standard food slots. Industry standard 2500 telephone sets **will not be acceptable at meeting this requirement.**
 - The Offeror **must** state how it will allow the county to secure the touch tone pad after the special management unit's inmate's initial call now has been placed.

2. The Offeror **must** describe, in its response, how these movable or portable telephones will be moved from one cell to another by county personnel to allow for inmate calling.
3. The Offeror **must** provide a special management unit telephone that includes all call restrictions of the ITS with regard to inmate PINs, call duration, etc.
4. The Offeror **must** provide a special management unit telephone that allows county personnel to provide the handset only to the inmate thus denying access to the dial pad by the inmate.
 - The Offeror **must** describe, in its response, how this is accomplished with the proposed telephone instrument.
5. The Offeror **must** provide special management unit telephones according to the telephone quantities listed in this RFP.

Type 3: TDD/TTY Devices

1. The county currently has inmates who are deaf or hearing impaired and must place outgoing telephone calls via a TDD/TTY.
 - The Offeror **must** describe, in its response, how such calls will be conducted in conjunction with the proposed ITS.
2. The Offeror **must** describe, in its response, how outgoing inmate calls via the TDD/TTY are conducted in the following circumstances while maintaining all call controls:
 - a standard telephone number on the inmate's call list;
 - toll free number for the deaf relay service;
 - 711 deaf relay service call;
3. The Offeror **must** describe, in its response, how outgoing call control for TDD/TTY users is maintained with the proposed ITS.
4. The Offeror **must** provide adequate TDD/TTY or suitable devices to each county facility, maintain such devices as well as provide additional devices, **at No Cost**, when requested by a specific county facility.
5. The Offeror **must** provide TDD/TTY or suitable devices which contain a digital display (e.g., LCD, LED, etc.) and a printing device.
6. The Offeror **must** provide TDD/TTY or suitable devices that allow the inmate conversation to be printed in real-time allowing the county to have a hard copy of the inmate conversation with the exception of privileged calls to attorneys, etc.
7. The Offeror **must** describe, in its response, how inmate call will be invoiced (and to whom) when the inmate uses the TDD/TTY device to place a call via the State Deaf Relay Service.

Data Back-Up- Offerors Must Respond, like above, to the questions in order below, in the order they are shown. Please answer questions 1-6 in order. If not a question, Offeror may write a statement of concurrence.

1. The Offeror **must** perform all system and database back-ups and archiving. All archival hardware, supplies, network and recovery procedures which ensure that no data shall be lost must be provided by the Offeror at **No Cost** to the county.
2. The Offeror **must** be capable of recovering all system data for all locations, to the point of full system operation, using a system backup.
3. The Offeror **must** describe, in its response, the back-up schedule for:
 - The central Contractor maintained programming database for all county facilities;
 - All inmate call records for each county facility;
 - All inmate call records for all county facilities All inmate call recordings for each county facility;
 - All inmate call recordings for all county facilities
4. The Offeror **must** state, in its response, if these system back-ups are performed in real-time (e.g., as the transaction/call completes) or as a pre-scheduled time during the day.
5. Offeror **must** agree, in its response, that the county has the right to obtain all achieved information, call detail, inmate records, etc. associated with the ITS regardless of the location of such information within the Contractor's organization or site.
6. The Offeror **must** describe, in its response, how it will provide system security for all data stored locally and at its central storage location.
 - Such security description must include system security as well as how access to such sensitive information will be performed within the Offeror's organization.

ITS Management/Administration Requirements - Offerors Must Respond, like above, to the questions in order below, in the order they are shown. Please answer questions 1-4 in order. If not a question, Offeror may write a statement of concurrence.

1. The Offeror **must** propose an ITS that can be administered from any windows based PC with internet access by the Offeror's personnel and authorized county personnel.

Use of a brand name is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition. When bidding an "or equal" the burden of persuasion is on the supplier or manufacturer who has not been specified to convince the procurement officer that their product is, in fact, equal to the one specified. The procurement officer is given the responsibility and judgment for making a final determination on whether a proposed substitution is an "or equal" (NMAC 1.4.24, subsection D).
2. The Offeror **must** propose an ITS that allows for changes to be administered in "real time" while the system is in use. The proposed system **must** not require the system to be taken off line to make additions, changes or retrieve reports.

3. The Offeror **must** propose an ITS that provides a Graphical User Interface (e.g., Microsoft Windows™) for both system administration and system reporting functions. **The Offeror must provide samples of its User Interface screens with its response. Use of a brand name is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition. When bidding an "or equal" the burden of persuasion is on the supplier or manufacturer who has not been specified to convince the procurement officer that their product is, in fact, equal to the one specified. The procurement officer is given the responsibility and judgment for making a final determination on whether a proposed substitution is an "or equal" (NMAC 1.4.24, subsection D).**
4. The Offeror **must** describe, in its response, what system administration functions are available with the proposed ITS (i.e., new account entry, account/record modification, account deletion, etc.).

System Reporting Function - Offerors Must Respond, like above, to the questions in order below, in the order they are shown. Please answer questions 1-6 in order. If not a question, Offeror may write a statement of concurrence.

1. The proposed ITS **must** provide a system reporting package accessible by county personnel. This reporting package **must** allow for the querying of inmate call records and include a secure internet website for ease of use.
2. The proposed ITS **must** allow for the generation of reports by county facility, a combination of county facilities or all county facilities.
3. The proposed ITS **must** allow for the generation of reports by county personnel based on their user access level.
4. The proposed ITS **must** provide for on-demand reports to be available by the county and provide for the following standard, at a minimum:
 - Chronological List of Calls
 - Daily Call Volume Summary
 - Daily Call Volume Detail
 - Weekly Call Volume Summary
 - Weekly Call Volume Detail
 - Inmate Account Summary
 - Inmate Account Detail
 - Frequently Dialed Numbers
 - Specific Telephone Number Dialed Usage
 - Suspended Inmate Account
 - Alert Notification
 - Telephone Numbers Called by More Than One Inmate
 - Telephone Numbers Assigned to More Than One Inmate Account
 - Quantity of Calls per Inmate Account
 - Quantity of Minutes per Inmate Account

- Blocked Telephone Number List
 - Local Exchange Volume (by Exchange)
 - Area Code Volume (by Area Code)
 - Fraudulent calls identified and disconnected (3-way, Call Forwarded)
 - Ease of exporting reports to Excel, Adobe or Comma Separated Text
5. The proposed ITS **must** allow for all reports to be viewed in hard copy format or viewed “on-line” by a user with the proper access level.
 6. It is **desirable** that the ITS provide county personnel that ability to simply click on the called number and be provided with the name and address of the called party.
 - The Offeror **must** describe, in its response, how this function is provided and how it operates with the proposed system.

System Implementation and Transition - Offerors Must Respond, like above, to the questions in order below, in the order they are shown. Please answer questions 1-14 in order. If not a question, Offeror may write a statement of concurrence.

The County is presently utilizing an ITS provided by Securus Technologies, Inc.

Use of a brand name is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition. When bidding an "or equal" the burden of persuasion is on the supplier or manufacturer who has not been specified to convince the procurement officer that their product is, in fact, equal to the one specified. The procurement officer is given the responsibility and judgment for making a final determination on whether a proposed substitution is an “or equal” (NMAC 1.4.24, subsection D).

It is therefore of the utmost importance that the Offeror address the issue of transition from the existing system to the new ITS. The county realizes that some “down time” will occur during this transition but the Offeror **must** propose an implementation plan that reduces this “down time” and allows for a smooth progression to the new system.

1. The Offeror **is required** to provide the county a full implementation plan upon award of contract for the ITS. The Offeror’s implementation plan must include a detailed explanation of the following items:
 - Pre-installation procedures for the county facility;
 - Pre-installation procedures for the complete system;
 - Network circuits/service coordination requirements;
 - Software programming and preparation;
 - Equipment delivery schedules;
 - Equipment security procedures;
 - Equipment/system installation procedures;
 - Inmate telephone installation procedures;
 - System testing at the county facility;
 - System testing of overall system connectivity;
 - Training of county personnel;
 - Actual system cutover to service
 - Lists of county responsibilities.

2. The Offeror **must** work with the county to determine the exact times when Inmate Telephone Equipment can be replaced to reduce “down time”.

The Offeror **is required** to conduct a site visit to the county facility prior to installation of the ITS there in order to become familiar with the physical location of the ITS and the inmate telephones as well as to be completely familiar with the installation requirements of each particular facility.

3. The Contractor **shall** coordinate the removal of the existing inmate telephones in the county facility. The Contractor is required to meet with the county so that the existing telephones may be used during the transition to the new inmate telephones provided under this contract.
4. The Offeror is allowed to re-use existing station cabling installed at facility for the inmate telephones once it has “tone and tested” each cable run to ensure that the station cable is capable of supporting the new inmate telephones.

In cases where the existing cable is re-used, the Offeror **will** re-terminate and label the station cabling at the cross connect (main/intermediate distribution frames) to ensure that all cabling is identified correctly and terminated in such a way to simplify future maintenance.

In cases where existing station cabling cannot be used, the Offeror **will** install new station cabling (Category 5e minimum) at **No Cost to the county**. Any new cabling must include required wall plate, cross connection, patch cords, etc. as required by the Offeror and the county to ensure proper operation of the inmate telephones.

5. Although the county does not anticipate that such work will be required, the Offeror **must** agree in its response to obtain county permission in writing before proceeding with any work that requires cutting into or through girders, beams, concrete or tile floors, partitions or ceilings, or any work that may impair fireproofing or moisture proofing, or potentially cause any structural damage.
6. The Offeror **will** be responsible for all programming of the ITS including the generation and creation of the system database(s) required to provide a fully operational ITS.
7. The Offeror **must** transfer the current ITS database information including inmate profiles (PINs) and call records to the new system.
8. The Offeror **must** state, in its response, how this will be accomplished and what is required of the county to facilitate this transfer of information.
9. The Offeror **must** clean up and remove any and all debris and packaging material resulting from its work at the county facility on a daily basis.

10. Upon completion of installation, the Offeror **must** leave the county facility clean, orderly and ready for immediate use.
11. The Offeror **shall** be completely responsible for replacing, restoring or bringing to former condition any damage caused by the Offeror's installation personnel to floors, ceilings, walls, furniture, grounds, pavement, etc. Any damage or disfigurements shall be restored to its former condition by the Offeror at **No Cost to the county**.
12. The Offeror **must** ensure all of its work and materials comply with all local, state and federal laws, ordinances and regulations as well as the direction of any inspectors appointed by proper authorities having jurisdiction over this type of network and equipment installation.
13. The Offeror is responsible for obtaining all necessary permits. Should violation of codes occur relating to this network installation project because necessary permits were not identified and obtained by the Offeror, the Offeror will cease all work at that specific location and correct the situation, immediately, **at No Cost to the county** prior to continuation of system installation.
14. The **Offeror is required** to adhere to all prevailing wage rate specifications and schedules as determined by the Commissioner of the Commonwealth of State Department of Labor and Workforce Development, Division of Occupational Safety and the United States Department of Labor when required.

System Testing - Offerors Must Respond, like above, to the questions in order below, in the order they are shown. Please answer questions 1-3 in order. If not a question, Offeror may write a statement of concurrence.

1. The Offeror must describe, in its response, how it performs standard system testing to ensure that the proposed ITS and its network services are fully implemented and ready to accept inmate traffic and county use. This description must include the Offeror and industry standard methodologies, procedures and protocols consistent with the ITS proposed for the county. The Offeror must describe what is required of county personnel during this system testing. All hardware, software, software licensing, etc. required to perform this testing must be provided to the county at No Cost.
2. The Offeror is required to provide system testing which simulates normal operating conditions of the installed ITS to ensure proper performance after hardware and software configuration is complete. This simulation must include full traffic load representing high traffic situations for inmate calling traffic.
3. The Offeror must agree, in its response, to the county's right to require the replacement of any network service or system component whose failure to meet required performance levels during testing has risen to chronic problem level.

System Acceptance - Offerors Must Respond, like above, to the questions in order below, in the order they are shown. Please answer questions 1-5 in order. If not a question, Offeror may write a statement of concurrence.

1. The county defines system acceptance as the “problem free” operation of the ITS and its network of services for a period of 30 consecutive days commencing with the actual completion of ITS installation and testing.
2. Should the proposed ITS operate “problem free” during the initial 30-day acceptance period, the Offeror **may** consider the ITS installation as complete at that county facility and commence with post installation maintenance and support.
3. Should the ITS fail to operate “problem free” during the 30-day acceptance period, the Offeror **shall** correct the problem at **No Cost to the county** and the 30-day acceptance period will begin again.
4. The Offeror **is required** to provide all materials and labor to ensure the installed ITS is performing according to manufacturer specifications and the requirements of this RFP. Failure of the Offeror to have the installed ITS installation “accepted” by the county within 60 days of the installation date will result in the replacement of the ITS in its entirety at that facility.
5. The Offeror **must** agree, in its response, to negotiate the definition of “problem free” operation with the county prior to system contract. However, for the purposes of this RFP, “problem free” operation during the initial 30-day period is defined as the following:
 - Failure of no more than two percent (2%) of the telephone instruments;
 - Failure of no more than ten percent (10%) of analog network services’
 - Failure of no more than one (1) digital trunk (T1, ISDN PRI);
 - Operation of the system security features including PINs, etc.
 - Operation of the system software without major conflicts or feature failure;
 - Non- failure of any Central Processing Unit (CPU).

System Documentation - Offerors Must Respond, like above, to the questions in order below, in the order they are shown. Please answer questions 1-4 in order. If not a question, Offeror may write a statement of concurrence.

1. At the completion of the project, the Offeror **must** provide access to the complete set of system reference manuals which must include information specific to the operation of the ITS for each county authorized user.
2. The Offeror **shall** supply all necessary documentation to county personnel with regard to maintenance contact numbers, maintenance reporting procedures, maintenance escalation procedures, etc.
3. The Offeror **must** provide county facility specific “checklists” allowing trained county personnel to become acquainted with the specific programming of the ITS installed at that particular county facility.

4. The Offeror **must** provide written procedures for the county facility that instruct county personnel on how to report system troubles, escalate system troubles within the Offeror's organization, contract Offeror personnel during weekend shifts, etc. The Offeror **must** update such written procedures on a quarterly basis during the term of this contract.

Training Requirements - Offerors Must Respond, like above, to the questions in order below, in the order they are shown. Please answer questions 1-17 in order. If not a question, Offeror may write a statement of concurrence.

It is instrumental to the success of the installation of the ITS that county personnel be trained in various aspects of the system operation. Therefore, the Offeror must provide an complete training schedule based on the following requirements.

1. The Offeror **must** provide all end-user training to the county at **No Cost**.
2. The Offeror **must** provide all end-user training on site at the various county facilities.
3. The Offeror **must** provide training for various levels of county personnel including full-time system administrators, part-time system administrators, special investigators, and data entry specialists, etc.
4. The Offeror **must** provide full training for all assigned system users on how to create, delete and modify inmate programming and profiles.
5. The Offeror **must** provide full training for all assigned system users on how to generate appropriate system reports.
6. The Offeror **must** provide full training for all assigned system users on how to maintain inmate alert levels and respond accordingly when these levels are exceeded.
7. The Offeror **must** provide full training on all components of the Secure Inmate Telephone System.
8. The Offeror **must** provide full training on the provided call recording function including the live monitoring of inmate calls, playback of calls and the transfer of calls to other media for playback at off-site locations.
9. The Offeror **shall** provide full training for all assigned county system users on how to change inmate restriction levels (by telephone, suspend PIN, etc.).
10. The Offeror **must** provide full training for all assigned system users on how to initiate system restrictions including the shutting down of individual inmate telephones, groups of inmate telephones or the entire facilities systems.
11. The Offeror **must** provide ongoing system training for existing county personnel when required by the county at **No Cost**.

12. The Offeror must provide additional training for new county personnel when required by the county at **No Cost**.
13. The Offeror **must** describe, in its response, any advanced system training that may be available to county personnel whether provided on-site at the county facility, off-site at the Offeror's training facilities or via webinar.
14. The Offeror **must** in its proposal include the name, title and qualifications of the Offeror staff member who will have the overall responsibility for training.
15. The proposed ITS **must** provide for integrated help function for system operation, administration, reporting and management functions.
16. The Offeror **must** provide a "live" Help Desk support function to county at **No Cost to the county** during the term of this contract. This Help Desk function **must** be capable of providing support via telephone to the county ITS personnel for the functions of the ITS. This "live" Help Desk **must** be available 24 hours a day, 7 days a week including holidays.
17. The "live" Help Desk support function provided by the Contractor **must** be located within the continental United States.

Equipment/System Maintenance - Offerors Must Respond, like above, to the questions in order below, in the order they are shown. Please answer questions 1-17 in order. If not a question, Offeror may write a statement of concurrence.

1. The Offeror **must** provide an ITS at all required county facilities that is fully functional in regards to all labor, materials, programming, system hardware and software.
2. The Offeror **must warrant** that the ITS installed for the county facilities shall be free of defects, irregularities, unprofessional installation, code violations and shall operate as designed and proposed. Should the system not operate as designed and proposed or violate any local, state or federal code, the **Offeror shall** immediately correct the defect or irregularity or bring the system within code and performance specifications at **No Cost to the county**.
3. The Offeror **must** provide all post installation system programming and maintenance services at **No Cost to the county**.
4. The Offeror **must** agree in its response that maintenance service is available on its ITS seven days per week, twenty-four (24) hours a day
5. The Offeror **must** propose an ITS that provides for remote diagnostics and maintenance.
6. The Contractor is responsible for replacement of the ITS in its entirety or its individual components regardless of cause including, but not limited to, normal wear/use, inmate

abuse, natural disaster, or inmate unrest. This system or component replacement will be performed at **No Cost to the county** and will occur immediately upon notification to the Offeror of the system problem by the county facility.

7. The Contractor **is responsible** for replacing of inmate telephones in their entirety regardless of cause including, but not limited to, normal wear/use, inmate abuse, natural disaster, or inmate unrest. The Contractor must replace inmate telephones requiring repair and not repair components of the inmate telephone on site at the county.
8. Should any critical component of the ITS provided by the Offeror fail, the Offeror **must** respond to ITS maintenance/repair calls from the county in the manner outlined in this section.
9. For the purpose of this RFP, a “Major Emergency” **shall** be defined as an occurrence of any one of the following conditions. The Offeror is required to further negotiate with the county prior to system installation to determine additional specific criteria for a “Major Emergency”.

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

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

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

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

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

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

A failure of the system “kill switches” or similar ITS disabling function proposed by the Offeror.

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

11. Should the problem not be resolved via remote access, the Offeror **must** have a qualified technician, suitably equipped for the installed system, on site at the county institution within two (2) hours from the time of initial trouble report.
12. Response to “Major Emergency” conditions **must** be performed on a 24 Hours-a-Day/Seven Days-a-Week/365 Days-a-Year basis throughout the term of this contract.
13. For the purpose of this RFP, Routine Service **shall** be defined as an ITS failure or problem other than a “Major Emergency” item as listed above or defined by the county.
14. For a “Routine Service” the Offeror **must** respond to the service problem within four (4) hours of the initial trouble report by the county facility through the use of remote testing or access. Should the ITS not be accessible for remote access, the Offeror **must** have a qualified technician, suitably equipped for the installed system, on site at the county facility within twelve (12) business hours from the time of initial trouble report. Business hours are defined as 8:00 a.m. to 6:00 p.m., Monday through Friday.
15. Should the problem not be resolved via remote access, the Offeror **must** have a qualified technician, suitably equipped for the installed system, on site at the county institution within six (6) hours from the time of initial trouble report.
16. The Offeror **must** ensure and state, in its response, that all maintenance calls from the county shall be answered by a “live” operator/service representative at all times.
17. It is **required** that all maintenance calls from the county be answered by a “live” service representative who is local located within the continental United States at all times.

Critical Component Availability - Offerors Must Respond, like above, to the questions in order below, in the order they are shown. Please answer questions 1-2 in order. If not a question, Offeror may write a statement of concurrence.

1. The Offeror **must** guarantee to the county that all parts and materials necessary to repair the proposed ITS are readily available to on-site service personnel 24 hours per day, seven days per week, 365 days per year. The county will not accept the delay of any ITS repair based on the fact that service personnel cannot access a system parts warehouse, office or similar Offeror facility because the facility not being opened “after hours”, or on weekends or holidays.
2. It is **desirable** that the Contractor provide “spare” inmate telephone equipment at each county facility to allow for timely replacement of telephones that are not operating for any reason. The Offeror must provide onsite a minimum number of spare sets equal to five percent (5%) of the total number of inmate telephones installed at each county facility.

Escalation Procedures During Service Maintenance - Offerors Must Respond, like above, to the questions in order below, in the order they are shown. Please answer questions 1-3 in order. If not a question, Offeror may write a statement of concurrence.

1. The Offeror **must** provide, in its response, escalation procedures to address inadequate maintenance service of the ITS. These escalation procedures must include multiple levels of management personnel. Access to additional management personnel must be made available to the county upon request.

2. The Offeror **must** provide, in its response, a complete list of its maintenance service escalation procedures including:
 - a list of personnel at each level of escalation;
 - contact telephone, fax, pager, cellular numbers;
 - methods by which escalation is initiated; and
 - criteria for escalation at each level.

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

Payment Options - Offerors Must Respond, like above, to the questions in order below, in the order they are shown. Please answer questions 1-7 in order. If not a question, Offeror may write a statement of concurrence.

1. The proposed system **shall** allow automated operator collect calling.

2. All prepaid calls **will** be subject to the same restrictions and features as standard inmate collect calls.

3. The called party **shall** be provided an option to request cost of the call prior to accepting the charges.

4. The proposed Contractor shall have a system in place that will allow inmate families and friends to set-up alternate billing methods directly with the Contractor. Two of the methods the county would like to see offered are:
 - **The Contractor should have a system in place that will allow inmate families and friends to set-up an account directly with the Contractor.**
 - **The Contractor should have an advance payment system. This system should allow customers to prepay for calls from the facility.**

5. The proposed Contractor **shall** provide the ability for inmate families and friends to accept and pay for a single call with a credit or debit card without the need to establish an account or transfer to customer service.

6. The proposed Contractor **must** allow calls to cell phones and have an ability to establish accounts for such customers.

7. The proposed Contractor **must** have the ability to provide promotional calls to cell phones and text messaging information on how to establish an account.

Visitation Phone Monitoring and Recording - Offerors Must Respond, like above, to the questions in order below, in the order they are shown. Please answer questions 1-12 in order. If not a question, Offeror may write a statement of concurrence.

1. Detail of the proposed visitation phone recording & monitoring system. This detail **shall** include but not be limited to the name of the manufacturer/Contractor used, if service and equipment are not provided directly by Contractor, scheduling software, user interface, control/administrator interface, integration requirements and remote network capabilities.
2. System **should** be integrated with inmate calling system.
3. System **should** include anti-tamper screws on a stainless-steel wall plate, spiral-sound stainless steel armored cable, and anti-tamper transmitter/receiver installed in a small encasement.
4. System **must** have the ability to record all visitation conversations, or if PINs are applied be able to record specific conversations.
5. System **must** have the ability to monitor live conversations.
6. System **must** be scalable and easily upgraded remotely.
7. Call details records **must** be stored of each visitation conversation.
8. System **must** have the ability to specify specific visitation phones as private attorney visitation phones, which conversations will not be recorded
9. System **must** provide the capability to disable and enable visitation recording by PIN, on demand, and in real time
10. System **must** continue to allow visitation calls even in the event the call platform goes down
11. System **must** allow multiple visitors to visit with a single inmate
12. System **should** allow visitation calls to continue in the event main inmate telephone systems are shut down.

Automated Information - Offerors Must Respond, like above, to the questions in order below, in the order they are shown. Please answer questions 1-8 in order. If not a question, Offeror may write a statement of concurrence.

1. The proposed system **must** offer an Interactive Voice Response (IVR) solution. This IVR **must** provide inmates and outside callers with the ability to access inmate specific and general facility information over the phone. Inmates **must** be able to access the system by dialing a speed dial on any designated inmate phone, while

outside callers access the system by dialing the main facility telephone number. The system **must** have a hosted architecture and use the existing telephones.

- Describe your solution including the cost implications.
2. The IVR **must** be available with an English and Spanish interface and must also have touch tone and speech recognition capabilities.
 3. The IVR **must** be available 24 hours a day.
 4. During the call, outside callers **must** have the option to transfer to a customer service center for further assistance.
 5. Information that **must** be available to inmates must include but not be limited to the following: inmate charges, inmate court dates, visitation eligibility, bond amount
 6. Information that **must** be available to outside callers must include, but not be limited to, the following: facility address and direction, visitation policies, inmate charges, inmate court dates, inmate visitation eligibility, inmate bond amount.
 7. In addition, the IVR solution **must** be currently deployed to at least five (5) correctional facilities that are willing to provide written references.
 8. The system **must** provide the ability to have trust account funding and prepaid phone account creation and funding.

Video Visitation and In-pod Kiosk System – A Statement of Concurrence is required for each factor below:

1. Female Unit – 14 phones, 3 Video Terminals
2. Male Unit – 74 phones, 16 Inmate Video; 1 Mobile Cart Video and 5 Public Dual Handsets for Main Visitation Stations. (Locations for these phones are for Alpha, Attorney, Beta 1, Beta 2, Beta 3, Booking Area; Omega 1, 2, 3, 4; Sigma, Delta, Gamma, Kappa, Intake and Main Visitation areas.
3. Total for Female and Male Units – 88 phones; 20 single handsets and 5 dual handsets
4. The Video Visitation System **shall** be able to communicate, transfer data, and supply information to the County's Jail Management System (JMS).
5. All networking hardware needed for the Video Visitation and In-pod Kiosk system **will** be provided by the ITS.

In-pod Kiosk Description and Requirements - A Statement of Concurrence is required for each factor below:

1. The Kiosk system **will** be able to support several web-based applications including video visitation, inmate information, medical requests, inmate request, inmate handbook and inmate notices.
2. The video visitation system **shall** be a complete TCP/IP-based system. All video and audio streams between the terminals, visitors, and management equipment (servers), **shall** be transmitted over TCP/IP Ethernet. **Systems that utilize analog audio/video matrix switching systems are not acceptable.**
3. The video visitation scheduling, user management, and policy management, **must** be web-based and allow for County to administer visitation sessions and visitation operations based on county policies.
4. Authorized personnel **must** be able to quickly and easily schedule visitation sessions.
5. The scheduling and management system **must** be able to communicate with the video hardware at the time of a scheduled visit to that the visitation session will automatically commence without staff involvement.
6. The video visitation system **must** have visitation recording capabilities.
7. The kiosk **must** be able to access the web-based application and be enabled for touch screen inputs.
8. The kiosk **will** provide the inmate with standard information that is retrieved from the facilities jail management system. Standard information would include such things as upcoming court dates, trust account balances, etc.
9. The kiosk **will** provide for commissary ordering via touch screen inputs.
10. The kiosk **will** provide for sick-call reporting via touch screen inputs.

Required Software and Solution Features - A Statement of Concurrence is required for each factor below:

1. The video visitation solution **shall** consist of inmate kiosks connected over a 100 Mbps dedicated Ethernet network so that any kiosk can be connected to any other kiosk.
2. The visitor terminal **shall** be able to access the video visitation solution vial local area network (LAN) or via broadband internet connection (DSL, cable, etc.) using a computer or laptop that is web camera and headset enabled.
3. The inmate kiosks and visitor terminals **will** include, at a minimum:
 - a. A detention grade hardened steel enclosure
 - b. A shatterproof 15 inch LCD touch screen monitor
 - c. A camera
 - d. Built-in lighting
 - e. A detention grade audio handset
 - f. H.264 standards based videoconferencing Encoder/Decoder
 - g. Be assembled from non-proprietary, off-the-shelf computer components
4. The video visitation solution **shall** include the following scheduling, automation, policy management and usability functionality:
 - a. Multi-lingual inmate interface (English and Spanish at a minimum)
 - b. A single system must be able to support multiple facilities in multiple locations with multiple housing units.
 - c. Web-based visitation scheduling

- d. Inmate kiosk must display pending visits
 - e. Web-based scheduling system **must** allow users to easily and simply schedule a visitation session
 - f. Web-based scheduling system **must** only display timeslots that meet county's policies
 - g. Web-based scheduling system **must** conduct all conflict checking and only display times that are available.
 - h. If a schedule visit is canceled, the timeslot **should** become available for scheduling
5. The system **shall** provide a visual warning message to inform the visitor that the visit will be ending in a set amount of time.
 6. The system **shall** provide different levels of functionality to users based on their user type. For Example:
 - a. Administrators: create/manage/edit – users, schedules, etc.
 - b. User: create/manage/edit their own schedules
 - c. Read-only user: can only view scheduled visits
 7. Each user will require a unique username and password that will dictate their level of functionality.
 8. The system **shall** provide an audit trail of all system activity (i.e. user login times and locations, which users have scheduled/modified/cancelled a visit, etc.).
 9. The system **shall** allow for integration with data retrieval from County Jail/Offender/Inmate Management System.
 - a. The system **shall** use the same inmate identification number as created by the Jail/Offender/Inmate Management System to identify the inmate on the video visitation system
 - b. The system **shall** automatically cancel a visit if the inmate's status has changed or the inmate has been released.
 - c. The system **shall** send an email cancellation notification to the visitor if a visit is cancelled.
 10. The system provides authorized users the ability to do searches and create reports.
 11. The system provides a way to display scheduled visits to Staff so they know where and when an inmate needs to be available for pending video visits.
 12. The system **shall** allow for visitation recording.
 - a. Visits will be recorded ad-hoc, by user type, or selected when scheduling the visit
 - b. Recorded visits will be searchable and viewable.

Equipment Requirements Inmate and Visitor Terminals – Descriptions of enclosures, dimensions, how spills will not occur, etc. and a statement of concurrence is required below:

1. Detention grade hardened steel wall mounted enclosure.
2. Outside dimensions not to exceed 21" x 17" x 6" (H x W x D) with rounded top and corners.
3. The terminal **must** prevent spills from entering the enclosure.
4. The enclosure **shall** not have any openings exposed to the user. This includes all wiring and ventilation holes.
5. The terminal **will** have a shatterproof touch screen LCD display.
6. The terminal **will** have a built-in camera.

7. The terminal **will** have built-in lighting.
8. The terminal **will** have a detention grade audio handset. (Two for visitor side)
9. The terminal **shall** be powered by 110V AC.
10. The terminal **will** utilize standards based videoconferencing CODEC
11. (Encoder/Decoder) based on the H.264 video conferencing compressions.
12. The terminal must be assembled from non-proprietary, off-the-shelf computer components.

Remote Visitor Workstations - Statement of Concurrence Required.

1. Standard Windows PC/laptop
2. Windows XP, Vista, and 7
3. Integrated or USB webcam with digital microphone and headphone or headset

Encoder/Decoder - Statement of Concurrence Required.

1. High quality video using low bandwidth
2. Video Standards: H.264
3. Video Transmission Speeds: 64 Kbps – 2 Mbps
4. Wide range of video resolutions and bit rates: CIF (352 x 288 pixels), SIF (352 x 240 pixels), QCIF (176 x 144 pixels)
5. Designed for:
 - Up to 30 frames per second of high quality video at 384+ Kbps
 - Up to 15 frames per second of high quality video at 64 – 320 Kbps
6. Constant or variable bit rate and frame rate
7. **Must** provide encryption for all visits

System Initializing and Programming - Statement of Concurrence Required.

1. The systems **shall** be turned on and adjustments made to meet requirements of the specification and on-site conditions.
2. The systems **shall** be programmed to function as specified, and a copy shall be made of the initial program and provided to the County.
3. Any special programming **shall** be documented and a written copy given to the County.

Testing and Acceptance - Statement of Concurrence Required.

1. Awardee **will** calibrate systems equipment and verify operation before the systems are place on-line. Before obtaining permission from the county to schedule acceptance test, provide written certification to the County that the systems have been calibrated, tested an ready to begin a 14-day burn-in and acceptance test period.
2. The system **shall** be completely tested to assure that all components, stations, accessories, options, etc., are hooked up and in acceptable working order.
3. Final Acceptance Test
 - a. Conduct final acceptance test after a period of not less than 14 consecutive normal working days of trouble-free operation, on the complete and operational system to demonstrate it is functioning in accordance with all requirements of this specifications. Final test to consist of 100% device and function testing;
 - b. Document items functioning incorrectly and provide a plan for correcting;

- c. County **shall** determine that if a re-test period shall be necessary, based on the extent of any malfunction or inappropriate construction method. Installer **shall** be responsible for additional costs for the re-test.
4. Final system acceptance **shall** be based upon the completion of the following items.
 - a. Completion of the installation of all hardware items
 - b. Complete operation of the systems, with no failures during the entire acceptance test period;
 - c. Satisfactory completion of all training programs;
 - d. Upon final acceptance, the warranty period shall begin.

Organizational Experience

Offerors **must**:

Provide a description of relevant corporate experience with state government and private sector providing inmate phone services. The experience of all proposed subcontractors must be described. The narrative **must** thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of inmate phone services. All external inmate phone services provided to private sector will also be considered.

B. BUSINESS SPECIFICATIONS

1. Letter of Transmittal Form

The Offerors' proposals **must** be accompanied by the Letter of Transmittal form, APPENDIX D. The form **must** be completed and signed by the person authorized to obligate the company.

2. Campaign Contribution Disclosure Form

The Offeror **must** complete unaltered Campaign Contribution Disclosure Form and submit a signed copy with its proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX E)

V. EVALUATION

The following is a summary of evaluation factors with point values assigned to each. These weighted factors will be used in the evaluation of individual potential Offeror proposals by sub-category.

Table 1: Evaluation Points Summary		Points Available
Factor		
	A. Technical Specifications	
Technical Requirements for Services		300
Organizational Experience		300
	B. Business Specifications	
Letter of Transmittal		Pass/Fail
Campaign Contribution Disclosure Form		Pass/Fail
Cost of Service to Inmates		400
Total		1000 Points
	Preference Points if utilized	

End Table 1: Evaluation Point Summary

B. EVALUATION FACTORS

1. A (1) Technical Requirements for Services (See Table 1)

Points will be awarded based on the thoroughness and clarity of the response, the breadth and depth of the engagements cited, and the perceived validity of the response. Points will be deducted per evaluation team members' discretion for missing answers, inaccurate responses and technical feasibility.

2. A (2) Organizational Experience

Points will be awarded based on the thoroughness and clarity of the response, the breadth and depth of the engagements cited, and the perceived validity of the response.

3. B (3) Letter of Transmittal (See Table 1)

Pass/Fail only. No points assigned.

4. B (4) Campaign Contribution Disclosure Form (See Table 1)

Pass/Fail only. No points assigned.

5. B (5) Cost of Service to Inmates

Complete Cost Response form in APPENDIX C. The evaluation of each Offeror's cost proposal will be conducted using the following formula:

$$\text{Price of lowest Offeror} / \text{Price of This Offeror} * \text{Maximum Points Available}$$

C. EVALUATION PROCESS

1. Initial Review

All offeror proposals will be reviewed for compliance with the mandatory requirements stated within the RFP. Proposals deemed non-responsive to any mandatory requirement will be eliminated from further consideration.

2. Clarifications

The Procurement Manager may contact the offeror for clarification of the response.

3. Other Information Sources

The Evaluation Committee may use other sources of information to perform the evaluation.

4. Scoring and Contract Award Recommendation

Responsive proposals will be evaluated and assigned a point value based on the factors in Section V. Finalist offerors who are asked and choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly. The responsible offeror whose proposal is most advantageous to the County, taking into consideration the evaluation factors in Section V, will be recommended for contract award to the Purchasing Agent, and any other required approving authorities. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score. **The most advantageous proposal may or may not have received the most points.**

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Appendices

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

Request for Proposals

**Detention Center Inmate Phone System
for
EDDY COUNTY**

EDDY County RFP B-17-02

In acknowledgment of receipt of this Request for Proposals, the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents, and ending with Appendix I.

The acknowledgment of receipt should be signed and returned (by fax, e-mail and courier or hand delivery) to the Procurement Manager April 18, 2017.

The firm listed below does/does not (circle one) intend to respond to this Request for Proposals.

FIRM: _____

REPRESENTED BY: _____ TITLE: _____

E-MAIL ADDRESS: _____

PHONE NO.: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

This name and address will be used for all correspondence related to the Request for Proposals.
Please return to:

Bob Fabian, CPO
Eddy County Procurement Manager
101 W. Greene
Carlsbad, NM, 88220
Phone: 575-887-9511
Fax: 575-234-1835
E-mail: rfabian@co.eddy.nm.us

APPENDIX B
EDDY COUNTY – SAMPLE AGREEMENT –
Portions of this can/will change upon contract negotiation
A-17-27
Detention Center Inmate Phone System

THIS AGREEMENT is made and entered into by and between the County of Eddy, Detention Center (ECDC), hereinafter referred to as the "County" and _____, hereinafter referred to as the "Contractor", and is effective as of the date set forth below upon which it is executed by the Board of County Commissioners.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall perform the work outlined in the Scope of Work attached hereto as **Attachment 1** and incorporated herein by reference.

2. Compensation.

A. The County shall pay to the Contractor in full payment for services satisfactorily performed [at the rate of] _____ dollars (\$_____) [per hour (OR BASED UPON DELIVERABLES, MILESTONES, BUDGET, ETC.)], such compensation not to exceed (AMOUNT), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling (AMOUNT) shall be paid by the County to the Contractor. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (AMOUNT). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the County when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to, Scope of Work. All invoices **MUST BE** received by the County no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date **WILL NOT BE PAID**.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the County finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the County that the services have been received and accepted, payment shall be tendered to the

Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the County shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

D. The payment of taxes due for any money received under this Agreement shall be the Contractor's sole responsibility and shall be reported under the Contractor's Federal and State tax identification number(s).

3. Term.

This Agreement shall terminate on DATE unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. **Termination.** This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the County's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the County is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the County or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of government funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE COUNTY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

B. **Termination Management.** Immediately upon receipt by either the County or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the County; 2) comply with all directives issued by the County in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the County shall direct for the protection, preservation, retention or transfer of all property titled to the County and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the County upon termination and shall be submitted to the County as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Board of County Commissioners for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Board of County Commissioners, this Agreement shall terminate immediately upon written notice being given by the County to the Contractor. The County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the County proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the County and are not employees of the County of Eddy. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of county vehicles, or any other benefits afforded to employees of the County of Eddy as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the County of Eddy unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the County.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the County. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the County. In all cases, the contractor is solely responsible for fulfillment of this Agreement.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the procuring agency of the County, its officers and employees, and the County of Eddy from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the County of Eddy and shall be delivered to the County no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10 and Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any County employee while such employee was or is employed by the County and participating directly or indirectly in the County's contracting process;

2) this Agreement complies with Section 10-16-7(B) NMSA 1978 because (i) the Contractor is not a public officer or employee of the County; (ii) the Contractor is not a member of the family of a public officer or employee of the County; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the County, a member of the family of a public officer or employee of the County, or a business in which a public officer or employee of the County or the family of a public officer or employee of the County has a substantial interest, public notice was given as required by Section 10-16-7(B) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

3) in accordance with Section 10-16-8(C) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the County within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the County whose official act, while in County employment, directly resulted in the County's making this Agreement;

4) in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

5) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the County.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the County relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the County if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of

this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the County and notwithstanding anything in the Agreement to the contrary, the County may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in Article 12(B).

13. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the County proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for violation of law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal, state and county laws and rules and regulations, pertaining to equal employment opportunity. In accordance with all such laws, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement and shall be enforceable in the Fifth Judicial District Court in Eddy County. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Worker's Compensation.

The Contractor agrees to comply with state laws and rules applicable to worker's compensation benefits for its employees. If the Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the County.

19. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the County, the Department of Finance and Administration, and the State Auditor. The County shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payments

20. Disclaimer and Hold Harmless/Insurance

Eddy County shall not be liable to the Contractor, or the Contractor's successors, heirs, administrators, or assigns, for any loss, damage, or injury, whether to Contractor's person or property, occurring in connection with Contractor's performance of Contractor's duties according to this Agreement. Contractor shall hold Eddy County harmless from all loss, damage, and injury, including court costs and attorney fees, incurred by Eddy County in connection with the performance by Contractor of Contractor's duties according to this Agreement.

Contractor agrees to have insurance as follows: Comprehensive General Liability - \$1,000,000 per occurrence, \$3,000,000 General Aggregate; Professional liability- \$1,000,000 per occurrence, \$3,000,000 General Aggregate. "Occurrence" type, if available; if not "Claims Made" type with a minimum of a six (6) year "tail."

21. Indemnification.

The Contractor shall defend, indemnify and hold harmless the County of Eddy from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the County of Eddy and the New Mexico Association of Counties by certified mail.

22. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

23. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

24. Authority.

The individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

25. Approval of Contractor Personnel.

Personnel proposed in the Contractor's written proposal to the County are considered material to any work performed under this Agreement. No changes of personnel will be made by the Contractor without prior written consent of the procuring agency of the County. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The procuring agency of the County shall retain the right to request the removal of any of the Contractor's personnel at any time.

26. Limit of Liability.

The contractor's liability to the County for any cause whatsoever shall be limited to the purchase price paid to the contractor for the products and services that are the subject of County's claim. The foregoing limitation does not apply to the paragraphs entitled "Indemnification" and "Patent, Copyright, Trademark and Trade Secret Indemnification" of this agreement or to damages resulting from personal injury caused by the contractor's negligence.

In no event will the contractor be liable for any damages resulting from loss of data or use, lost profits or any incidental or consequential damages.

27. Survival.

The agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification"; "Indemnification"; and "Limit of Liability" shall survive the expiration of this agreement. Software licenses, leases, maintenance and any other unexpired agreements that were entered into under the terms and conditions of this agreement shall survive this agreement

28. Succession.

This agreement shall extend to and be binding upon the successors and assigns of the parties.

29. Force Majeure.

A party shall be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance,

epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

30. Mediation.

In the event a dispute arises as to the rights and obligations among the parties hereto, the parties agree to attempt to resolve the dispute through mediation as a condition precedent to seeking legal and equitable remedies. The parties agree to evenly split the costs of any such mediation services. The parties shall mutually agree upon the choice of mediator. In the event the parties have not agreed upon a mediator within twenty (20) days of written notice to the other regarding the dispute, then a list of seven potential mediators will be obtained from the New Mexico Association of Counties and the parties shall utilize a striking process until a mediator is agreed upon.

31. Notice to Proceed.

It is expressly understood that this Agreement is not binding upon the County until it is executed by the Board of County Commissioners after voting on the contract at a public meeting or unless it is executed by the Eddy County Manager, if the amount of the contract is \$5,000.00 or less. The Contractor is not to proceed with its obligations under the Agreement until the Contractor has received a fully signed copy of the Agreement.

32. Attorney's Fees.

In the event this Agreement results in dispute, mediation, litigation, or settlement between the parties to this Agreement, the prevailing party of such action shall be entitled to an award of attorneys' fees and court costs.

33. Cooperation.

All parties hereto will fully cooperate with the other and their respective counsel, accountant, and agents in connection with any steps required to be taken under this Agreement.

34. Incorporation and Order of Precedence.

Request for Proposals No. B-17-02 and the contractor's proposal are incorporated by reference into this agreement and are made a part of this agreement. In the event of any conflict among these documents, the following order of precedence shall apply:

1. Any contract amendment(s), in reverse chronological order; then
2. this contract itself; then
3. the Request for Proposals; then
4. the Contractors Best and Final Offer(s), in reverse chronological order; then
5. the contractor's proposal; then
6. the contractor's standard agreement terms and conditions (which may or may not have been submitted as part of the contractor's proposal).

35. Patent, Copyright, Trademark and Trade Secret Indemnification.

A. The contractor shall defend, at its own expense, the County of Eddy against any claim that any product or service provided under this agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the County of Eddy based upon the contractor's trade secret infringement relating to any product or service provided under this agreement, the contractor agrees to reimburse the County of Eddy for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the County of Eddy shall:

- i. give the contractor prompt written notice of any claim;
- ii. allow the contractor to control the defense or settlement of the claim; and
- iii. cooperate with the contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the contractor's opinion is likely to become the subject of a claim of infringement, the contractor shall at its option and expense:

- i. provide a procuring agency of the County the right to continue using the product or service;
- ii. replace or modify the product or service so that it becomes non-infringing; or
- iii. accept the return of the product or service and refund an amount equal to the depreciated value of the returned product or service, less the unpaid portion of the purchase price and any other amounts which are due to the contractor. The contractor's obligation will be void as to any product or service modified by the procuring agency of the County to the extent such modification is the cause of the claim.

36. Contractor's Payment of Property Taxes.

Contractor acknowledges that County has established a policy of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations to mitigate the economic burden otherwise imposed upon County and its taxpayers. Contractor warrants and certifies that it is presently not delinquent in the payment of its property tax obligations, and that it will not become delinquent during the term of this Contract.

37. Termination For Failure to Comply with County's Tax Reduction Policy.

Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure a property tax delinquency within 10 days of notice shall be grounds upon which County may terminate this Contract.

38. Future Reference (Post Review)

Upon completion of all work and the contract is over, there will be a review of all work done by the Contractor and/or any sub-contractors to be kept on file by Eddy County for future use to help ensure the County picks the best potential Offerors and Awardees.

39. Default

The County reserves the right to cancel all or any part of any orders placed under this contract without cost to the County, if the Contractor fails to meet the provisions of this contract and,

except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the County due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the County shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

40. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the County: County Manager // 101 W. Greene // Carlsbad, NM 88220

To the Contractor: []

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signatures below.

Contractor: []

By: _____
Contractor

Date: _____

By: Eddy County Board of County Commissioners

Stella Davis, BOCC Chair

Date: _____

Attest:

Robin Van Natta, County Clerk

Date: _____

**Attachment 1
Scope of Work
And
Deliverables**

Company will provide all equipment, software, hardware, labor training installation and maintenance support for the implementation and operation of an inmate telephone service that meets Eddy County Detention Center's technical and functional requirements for services as described in RFP B-17-02.

The County Seeks up to 80 **NEW** phones to meet the needs of inmates incarcerated at Eddy County Detention Center.

Old/Refurbished phones **will not** be accepted.

Awardee will be responsible for all initializing, training, programming, testing and acceptance.

APPENDIX C

COST RESPONSE FORM

**Eddy County #B-17-02
Detention Center Inmate Phone System
EDDY COUNTY**

State gross receipts and local option taxes (if any) shall not be included in the proposed cost. Such taxes shall be separately reimbursed by the County.

The Offeror **shall** provide a cost proposal detailing the phone rates to be charged to the inmate for phone usage services as described in this RFP. There **shall** be **NO COST** to Eddy County for providing any of the systems or services required under this RFP.

OFFEROR NAME: _____

Offeror will write in a rate per inmate/per call/video conference

Please do not attach or affix any other pricing information, i.e. cost(s) for subsequent years of the contract, discounts/increases over time.

TOTAL PROPOSED COST per inmate/per call/per video conference

\$ _____

APPENDIX D

LETTER OF TRANSMITTAL FORM

Items #1 to 4 **MUST EACH BE RESPONDED TO.** Failure to respond to all four items **WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSAL!**

1. Identity (Name) and Mailing Address of the submitting organization:

2. For the person authorized by the organization to contractually obligate the organization:

Name	
Title	
E-Mail Address	
Telephone Number	

3. For the person authorized to negotiate the contract on behalf of the organization:

Name	
Title	
E-Mail Address	
Telephone Number	

4. For the person to be contacted for clarifications:

Name	
Title	
E-Mail Address	
Telephone Number	

5. Use of Sub-Contractors (Please Check One)

No sub-contractors will be used in the performance of this contract OR

The following sub-contractors will be used in the performance of this contract:

(Attach extra sheets, as needed)

6. Please describe any relationship with any entity with which will be used in the performance of this contract:

(Attach extra sheets, as needed)

Please Check:

____ On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in “General Requirements subparagraph 1.”

____ I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in this RFP.

____ I acknowledge receipt of any and all amendments to this RFP.

_____, 2017
Authorized Signature and Date (**Must be signed by the person identified in item #2, above.**)

APPENDIX E

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Contract” means any Agreement for the procurement of items of tangible personal property services, professional services or construction.

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Prospective contractor” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s) if any: BOCC Chair, Stella Davis; Vice-Chair Susan Crockett; Commissioners, James Walterscheid, Jon Henry, Larry E. Wood; County Assessor, Gemma Ferguson; County Clerk, Robin Van Natta; Sherriff Mark Cage; County Treasurer, Laurie Pruitt; Probate Judge, John Caraway

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature Date

Title (Position)

APPENDIX F
RESIDENT VETERANS PREFERENCE CERTIFICATION

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one box only

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

“I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

“In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under §s 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

“I understand that knowingly giving false or misleading information on this report constitutes a crime.”

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory for the Business. The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or termination of award of the procurement involved if the statements are proven to be incorrect.

Appendix G

Statement of Compliance

Instructions: *Each proposal must be accompanied by a signed Statement of Compliance. The Proposer must sign one, and only one, of the declarations stated below and then submit as part of your proposal.*

No Exceptions. The undersigned declares that the Proposal submitted by (Name of Firm) _____ shall provide services to Eddy County as described in the RFP dated **April 11, 2017** was prepared in strict compliance with the instructions, conditions and terms listed in the RFP, **with no exceptions taken.**

Signature

Date

Printed Name and Title

Exceptions. By signing below, the Offeror acknowledges that the Proposal submitted by (Name of Firm) _____ has been prepared in consideration of and with exception to some of the terms of the RFP. By signing below, the Offeror declares the Proposal includes a statement that identifies each item to which the Offeror is taking exception or is recommending change, includes the suggested rewording of the contractual obligations or suggested change in the RFP and identifies the reasons for submitting the proposed exception or change. Eddy County reserves the right to reject any declarations that are not accompanied with the required documentation as described above.

Signature

Date

Printed Name and Title

[Attach separate sheet(s) detailing exceptions]

Appendix H
New Mexico Employees Health Coverage Form

1. For all contracts solicited and awarded on or after January 1, 2008: If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to:

(a) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2008 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed one million dollars or;

(b) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2009 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$500,000 dollars or

(c) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

2. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.

3. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information <http://insurenemexico.state.nm.us/>.

4. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000, \$500,000 or \$1,000,000.

Signature of Offeror: _____ Date _____

Appendix I Conflict of Interest Affidavit

STATE OF NEW MEXICO)

) ss.

COUNTY OF SANTA FE)

I, _____ (name), being first duly sworn upon my oath, depose and state the following:

1. I am a former employee of the _____ (name of Department/State agency), having separated/retired from state employment as of _____ (date).

2. I am a current employee of the _____ (name of Department/State agency), or a legislator with the state, or the family member (spouse, parent, child, sibling by consanguinity or affinity) of a current employee or legislator with the state. Being a current employee or legislator or family member of a current employee or legislator of the state, I hereby certify that I obtained this Agreement pursuant to NMSA 1978, §10-16-7 or §10-16-9, that is, in accordance with the Procurement Code except that this Agreement has NOT been awarded via the sole source or small purchase procurement methods.

3. The Department/State agency and I have entered into agreement in the amount of \$_____.

4. NMSA 1978, §10-16-8.A(1) of the Governmental Conduct Act does not apply to this Agreement because I neither sought a contract with the Department/State agency, nor engaged in any official act which directly resulted in the formation of the Professional Services Agreement while an employee of the Department/State agency.

5. To the best of my knowledge, this Agreement was awarded in compliance with all relevant provisions of the New Mexico Procurement Code (NMSA 1978, §13-1-28, et. seq.).

FURTHER, AFFIANT SAYETH NOT.

name

Subscribed and sworn to before me by _____ (name of former employee)
this ____ day of _____, 2016.

My Commission Expires: _____