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State of Alaska

Public Notices Inmate Telephone Service Request For Proposal

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- 2008-2000-7549 Inmate Phone Service RFP.pdf

Inmate Telephone Service Request For Proposal

Category: Procurement
Publish Date: 12/19/2007

Department: Corrections
Location: Statewide
Coastal District: N/A

Body of Notice:

State of Alaska, Department of Corrections is soliciting Request For Proposals(RFP) to establish a contract for the Inmate Telephone Systems for Alaska Correctional Institutions.

Offerors are reminded to review this RFP carefully and notify the contracting officer of any issues as required by Section 1.07 Required Review.

SPECIAL NOTE:

Offerors may submit only one proposal for evaluation. In accordance with 2 AAC 12.830, alternate proposals (i.e., a proposal that offers something different from what is asked for) will be rejected.

CONTACT:

Jack Gregson - Procurement Officer
PH: (907) 465-3399
FX: (907) 465-2006

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2008-2000-7549 Inmate Phone Service RFP.pdf



STATE OF ALASKA
Department of Corrections
Division of Administrative Services
P. O. Box 112000
Juneau, AK 99811-2000
or
802 3rd Street, Room 221
Douglas, AK 99824

Request for Proposals

RFP # 2008-2000-7549

Date of Issue: December 19, 2007

Title and Purpose of RFP:

INMATE TELEPHONE SYSTEMS FOR ALASKA CORRECTIONAL INSTITUTIONS

Offerors Are Not Required To Return This Form

IMPORTANT NOTICE: If you received this solicitation from the State's "Online Public Notice" web site, you must register with the Procurement Officer listed on this document to receive subsequent amendments. Failure to contact the Procurement Officer may result in the rejection of your offer.

Jack Gregson
Procurement Officer
Department of Corrections

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**SECTION ONE
INTRODUCTION AND INSTRUCTIONS**

1.01

Return Mailing Address, Contact Person, Telephone & Fax Numbers, Deadline for Receipt of Proposals

Offerors must submit an original plus six copies of their proposal, in writing, to the procurement officer in a sealed package. It must be addressed as set out below.

Department of Corrections
Division of Administrative Services
P. O. Box 112000
Juneau, AK 99811-2000

or
802 3rd Street, Room 221
Douglas, AK 99824
Attention: Jack Gregson
RFP # 2008-2000-7549 Inmate Telephone Systems For Alaska Correctional Institutions

IMPORTANT: Proposals must be clearly marked on the outside of the sealed package with the RFP number.

Proposals must be received no later than 2:30 p.m., Alaska prevailing time on January 15, 2008.
Faxed or oral proposals are not acceptable.

An offeror's failure to submit their proposal prior to the deadline will cause their proposal to be disqualified. Late proposals or amendments will not be accepted for evaluation.

Procurement Officer: All questions and correspondence regarding this request for proposals should be directed to:

Jack Gregson
Phone (907) 465-3399
Fax (907) 465-2006
TDD (907) 465-3274

One RFP is provided by the State at no charge. Additional RFPs may be purchased for the cost of reproduction, \$.25 per page. To request copies, or to be added to the mailing list call (907) 465-3399.

1.02

Contract Term & RFP Schedule

The contract term and work schedule set out herein represents the State's best estimate of the schedule that will be followed. If a component of this schedule, such as the opening date, is delayed, the rest of the schedule will likely be shifted by the same number of days. The length of the contract will be from approximately March 1, 2008, to June 30, 2011, with the option to renew for five additional one year terms, all renewal options to be exercised solely at the discretion of the State.

Any agreements entered into will be subject to the needs of the DOC and upon legislative appropriation of funds.

Unless otherwise provided in this RFP, the State and the successful offeror/contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least thirty (30) days before the desired date of cancellation.

The approximate contract schedule is as follows:

- [a] Issue RFP – December 19, 2007
- [b] Questions Deadline – December 27, 2007
- [c] Proposals Due – January 15, 2008
- [d] Proposal Evaluation Committee completes evaluation by – January 28, 2008
- [e] State issues Notice of Intent to Award a Contract – January 29, 2008
- [f] State issues contract – February 11, 2008
- [g] Contract starts – March 1, 2008 (target date)
- [h] First contractor work period – March 1, 2008 – June 30, 2011

Note: If the DOC determines it is in the best interest of the State, the DOC reserves the right to change the schedule of a contract resulting from this RFP from fiscal year periods of performance to a multi-term contract.

1.03

Purpose of the Request for Proposal (RFP)

The Department of Corrections, Division of Administrative Services is soliciting proposals for Inmate Telephone Systems for Alaska Correctional Institutions

A more detailed description of the scope of work is provided in Sections 4 and 5.

1.04

Budget

The State of Alaska, Department of Corrections anticipates that the contract resulting from this RFP will generate revenue for the Department.

1.05

Location of Work

The location(s) the work is to be performed, completed and managed in the following locations in the State of Alaska: Anchorage, Fairbanks, Juneau, Ketchikan, Seward, Bethel, Nome, Wasilla, Eagle River, Palmer, and Kenai.

The state will provide workspace for the contractor.

The contractor should include in their price proposal: transportation, lodging, and per diem costs sufficient to pay for any necessary person(s) to make required trip(s) to the locations listed above. Travel to locations other than those listed will not be allowed under the contract.

By signature on their proposal, the offeror certifies that:

- (a) all services provided under this contract by the contractor and all subcontractors shall be performed in the United States;
- (b) the offeror is not established and headquartered or incorporated and headquartered, in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report; or
- (c) if the offeror is established and headquartered or incorporated and headquartered, in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report, a certified copy of the bidder's policy against human trafficking must be submitted to the State of Alaska prior to contract award.

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <http://www.state.gov/g/tip/>.

Failure to comply with (a) and/or either (b) or (c) of this requirement will cause the state to reject the bid or proposal as non-responsive, or cancel the contract.

1.06

Assistance to Offerors With a Disability

Offerors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information contact the procurement officer no later than ten days prior to the deadline set for receipt of proposals.

1.07

Required Review

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the procurement officer no later than ten days before the proposal opening. This will allow issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of offeror's proposals upon which award could not be made. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the procurement officer, in writing, at least ten days before the time set for opening (proposal due date).

1.08

Questions Received Prior to Opening of Proposals

All questions must be received by 4:30 p.m. on December 27, 2007, and must be in writing (mailed or faxed) and directed to the procurement officer (name and address in section 1.01). Telephone conversations must be confirmed in writing by the interested party. The receipt of questions must be at least 10 days before the due date of proposals. The issuing office shall issue, in writing, to all prospective offerors any necessary clarification or amendment to the RFP. If appropriate, the proposal due date will be extended for a reasonable period to allow offerors to modify their proposals. Individual oral explanations or instructions will not be considered binding or official.

Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the RFP. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the RFP. The procurement officer will make that decision.

1.09

Amendments to the RFP

If an amendment is issued it will be provided to all who were mailed a copy of the RFP and to those that have registered with the Procurement Officer as having downloaded the RFP from the State of Alaska Online Public Notice web site.

1.10

Alternate Proposals

Offerors may submit only one proposal for evaluation. In accordance with 2 AAC 12.830, alternate proposals (i.e., a proposal that offers something different from what is asked for) will be rejected.

1.11

Right of Rejection

Offerors must comply with all of the terms of the RFP, the State Procurement Code (AS 36.30), and all applicable local, State, and federal laws, codes, and regulations. The procurement officer may reject any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP.

Offerors may not restrict the rights of the State or qualify their proposal. If an offeror does so, the procurement officer may determine the proposal to be a nonresponsive counter-offer and the proposal may be rejected.

Minor informalities that

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP;
- are trivial, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision,

may be waived by the procurement officer.

The State reserves the right to refrain from making an award if it determines that to be in its best interest. A proposal from a debarred or suspended offeror shall be rejected.

1.12

State Not Responsible for Preparation Costs

The State will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

1.13

Disclosure of Proposal Contents

All proposals and other material submitted become the property of the State of Alaska and may be returned only at the State's option. AS 09.25.110 requires public records to be open to reasonable inspection. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Thereafter, proposals will become public information.

Trade secrets and other proprietary data contained in proposals may be held confidential if the offeror requests, in writing, that the procurement officer does so, and if the procurement officer agrees, in writing, to do so. Material considered confidential by the offeror must be clearly identified and the offeror must include a brief statement that sets out the reasons for confidentiality.

1.14

Subcontractors

Subcontractors may be used to perform work under this contract. If an offeror intends to use subcontractors, the offeror must identify in their proposal the names of the subcontractors and the specific tasks and portions of the work the subcontractors will perform.

If a proposal with subcontractors is selected, the offeror must provide the following information concerning each prospective subcontractor within five working days from the date of the State's request:

- [a] complete name of the subcontractor,
- [b] complete address of the subcontractor,
- [c] type of work the subcontractor will be performing,
- [d] percentage of work the subcontractor will be providing,
- [e] evidence, as set out in the relevant section of this RFP, that the subcontractor holds a valid Alaska business license
- [f] a written statement, signed by each proposed subcontractor, that clearly verifies that the subcontractor is committed to render the services required by the contract.

An offeror's failure to provide this information, within the time set, may cause the State to consider their proposal non-responsive and reject it.

The substitution of one subcontractor for another may be made only at the discretion of the project manager and with prior written approval from the project manager.

1.15

Joint Ventures

Joint ventures will not be allowed.

1.16

Offeror's Certification

By signature on their proposal, offerors certify that they comply with:

- [a] the laws of the State of Alaska and any regulations issued thereunder,
- [b] the applicable portion of the Federal Civil Rights Act of 1964 and the regulations issued thereunder,
- [c] the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government,
- [d] the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government,
- [e] all terms and conditions set out in this RFP,
- [f] a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury,
- [g] the budget information submitted in the proposal is accurate, true and correct, and
- [h] that their offers will remain open and valid for at least 90 days (from the proposal due date).

By signature on their proposal, offerors also certify that programs, services, and activities provided to the general public under the resulting contract conform to the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government. The cost of compliance will be the responsibility of the successful offeror.

If any offeror fails to comply with [a] through [h] of this paragraph, the State reserves the right to disregard the proposal, terminate the contract, or consider the contractor in default.

1.17

Conflict of Interest

Each proposal shall include a statement indicating whether or not the firm or any individual working on the contract has a possible conflict of interest (i.e., employed by the State of Alaska or a relative incarcerated in a DOC facility) and, if so, the nature of that conflict. The Commissioner, Department of Corrections, or designee, reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the offeror. The Commissioner's determination regarding any questions of conflict of interest shall be final.

1.18

Right to Inspect Place of Business

At reasonable times, the State may inspect those areas of the contractor's place of business and documents that are related to the performance of a contract. If the State makes such an inspection, the contractor must provide reasonable assistance.

1.19

Solicitation Advertising

Public notice has been provided in accordance with 2 AAC 12.220.

1.20

News Releases

News releases or other public disclosures related to this RFP will not be made without prior approval of the Commissioner of Corrections, and then only in coordination with the project manager.

1.21

Assignment

Per 2 AAC 12.480, the contractor may not transfer or assign any portion of the contract without prior written approval from the procurement officer.

1.22

Disputes

Any dispute arising out of this agreement will be resolved under the laws of Alaska. Any appeal of an administrative order or any original action to enforce any provision of this agreement or to obtain relief from or remedy in connection with this agreement may be brought only in the Superior Court for the State of Alaska.

1.23

Severability

If any provision of the contract or agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected. The rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

1.24

Federal Requirements

The offeror must identify all known federal requirements that apply to the proposal, the evaluation, or the contract.

SECTION TWO STANDARD PROPOSAL INFORMATION

2.01

Authorized Signature

All proposals must be signed by an individual authorized to bind the offeror to the provisions of the RFP. Proposals must remain open and valid for at least ninety (90) days from the opening date.

2.02

Pre-proposal Conference

A pre-proposal conference will be held at 10:00 a.m., Alaska Prevailing Time, on December 27, 2007, in the Department of Corrections conference room on the Second floor of the Douglas Island Building in Douglas, Alaska. Offerors may also attend via teleconference. Offerors should contact the Procurement Officer via e-mail or phone to get teleconference information. The purpose of the conference is to discuss the work to be performed with the prospective offerors and allow them to ask questions concerning the RFP. Questions and answers may be transcribed and sent to prospective offerors as soon as possible after the meeting. Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for the pre-proposal conference so that reasonable accommodation can be made.

2.03

Site Inspection

The State may conduct on-site visits to evaluate the offeror's capacity to perform the contract. Offerors must agree, at risk of being found non-responsive and having their proposal rejected, to provide the State reasonable access to relevant portions of their work sites. Site inspection will be made by individuals designated by the procurement officer and at the State's expense.

2.04

Amendments to Proposals

Amendments to or withdrawals of proposals will only be allowed if acceptable requests are received prior to the deadline set for receipt of proposals. No amendments or withdrawals will be accepted after the deadline unless they are in response to the State's request in accordance with 2 AAC 12.290.

2.05

Supplemental Terms and Conditions

Proposals must comply with Section 1.11 **Right of Rejection**. However, if the state fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminishes the state's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After award of contract:

- a) if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and
- b) if the state's rights would be diminished as a result of application of a supplemental term or

condition included in the proposal, the supplemental term or condition will be considered null and void.

2.06

Clarification of Offers

In order to determine if a proposal is reasonably susceptible for award, communications by the procurement officer or the proposal evaluation committee are permitted with an offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Clarifications may not result in a material or substantive change to the proposal. The evaluation by the procurement officer or the proposal evaluation committee may be adjusted as a result of a clarification under this section.

2.07

Discussions with Offerors

The State may conduct discussions with offerors in order to determine if a proposal is reasonably susceptible for award in accordance with 2 AAC 12.285. Such discussions between the offeror and the procurement officer or the Procurement Evaluation Committee (PEC) are permitted to clarify uncertainties or eliminate confusion concerning the contents of a proposal and which do not result in a material or substantive change to the proposal.

The State may also conduct discussions with offerors for the purpose of clarification in accordance with AS 36.30.240, and 2 AAC 12.290. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the procurement officer. Discussions will only be held with offerors who have submitted a proposal deemed reasonably susceptible for award by the procurement officer. Discussions, if held, will be after initial evaluation of proposals by the PEC. If modifications are made as a result of these discussions they will be put in writing. Following discussions, the procurement officer may set a time for best and final proposal submissions from those offerors with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal submissions.

If an offeror does not submit a best and final proposal or a notice of withdrawal, the offeror's immediate previous proposal is considered the offeror's best and final proposal.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for discussions so that reasonable accommodation can be made. Any oral modification of a proposal should be reduced to writing by the offeror.

2.08

Prior Experience & Mandatory Qualifications

In order for offers to be considered responsive, offerors must meet the following minimum requirements:

- Experience – Offerors must have prior experience in providing inmate telephone systems for state or federal government correctional institutions similar in size to the State of Alaska Correctional System.

2.14

5 Percent Alaskan Bidder Preference – 2 AAC 12.260 & AS 36.30.170

An Alaskan Bidder Preference of five percent will be applied prior to evaluation. The preference will be given to an offeror who:

- (a) holds a current Alaska business license;
- (b) submits a proposal for goods or services under the name on the Alaska business license;
- (c) has maintained a place of business within the State staffed by the offeror, or an employee of the offeror for a period of six months immediately preceding the date of the proposal;
- (d) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.05 or AS 32.11 and all partners are residents of the state; and
- (e) if a joint venture, is composed entirely of entities that qualify under (a)-(d) of this subsection.

Alaskan Bidder Preference Affidavit

In order to receive the Alaskan Bidder Preference, proposals must include a statement certifying that the offeror is eligible to receive the Alaskan Bidder Preference.

2.15

Formula Used to Convert Cost to Points – AS 36.30.250 & 2 AAC 12.260

The distribution of points based on cost will be determined as set out in 2 AAC 12.260(d). The proposal providing the largest flat fee based upon generated revenues will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out below. In the generic example below, cost is weighted as 70% of the overall total score. The weighting of cost may be different in your particular RFP. See section seven to determine the value, or weight of cost for this RFP.

EXAMPLE

Formula Used to Convert Cost to Points

[STEP 1]

List all proposal prices, adjusted where appropriate by the application of all applicable preferences.

Offeror #1	-	Non-Alaskan Proposer	65% of Gross Receipts
Offeror #2	-	Alaskan Proposer	60% of Gross Receipts
Offeror #3	-	Alaskan Proposer	55% of Gross Receipts

[STEP 2]

Convert cost to points using this formula.

$$\frac{[\% \text{ of Gross Receipts Offered}] \times (\text{Maximum Points for Cost})}{(\text{Largest \% of Gross Receipts Offered})} = \text{POINTS}$$

The RFP allotted 60% (60 points) of the total of 100 points for cost.

Offeror #1 receives 60 points.

The reason they receive that amount is because the highest % of profits, in this case 65%, receives the maximum number of points allocated to cost, 60 points.

Offeror #2 receives 55.38 points.

$$\begin{array}{rclclcl} 60 & \times & 60 & = & 3,600 & + & 65 & = & 55.38 \\ \% \text{ OF GROSS} & & \text{MAX POINTS} & & & & \text{Offeror \#2} & & \text{POINTS} \\ \text{RECEIPTS} & & & & & & & & \text{ADJUSTED BY} \\ & & & & & & & & \text{THE APPLICATION OF} \\ & & & & & & & & \text{ALL APPLICABLE PREFERENCES} \end{array}$$

Offeror #3 receives 50.77 points.

$$\begin{array}{rclclcl} 55 & \times & 60 & = & 3,300 & + & 65 & = & 50.77 \\ \% \text{ OF GROSS} & & \text{MAX POINTS} & & & & \text{Offeror \#3} & & \text{POINTS} \\ \text{RECEIPTS} & & & & & & & & \text{ADJUSTED BY} \\ & & & & & & & & \text{THE APPLICATION OF} \\ & & & & & & & & \text{ALL APPLICABLE PREFERENCES} \end{array}$$

2.16

Alaskan Offeror's Preference – AS 36.30.250 & 2 AAC 12.260

2 AAC 12.260(e) provides Alaskan offerors a 10 percent overall evaluation point preference. Alaskan Bidders, as defined in AS 36.30.170(b), are eligible for the preference. This preference will be added to the overall evaluation score of each Alaskan offeror. Each Alaskan offeror will receive 10 percent of the total available points added to their evaluation score as a preference.

EXAMPLE

Alaskan Offeror's Preference

[STEP 1]

Determine the number of points available to Alaskan offerors under the preference.

Total number of points available - 100 Points

$$\begin{array}{rclcl} 100 & \times & 10\% & = & 10 \\ \text{Total Points} & & \text{Alaskan Offerors} & & \text{Number of Points} \\ \text{Available} & & \text{Percentage Preference} & & \text{Given to Alaskan Offerors} \\ & & & & \text{Under the Preference} \end{array}$$

[STEP 2]

Add the preference points to the Alaskan offers. There are three offerors; Offeror #1, Offeror #2, and Offeror #3. Offeror #2 and Offeror #3 are eligible for the Alaskan Offeror's Preference. For the purpose of this example presume that all of the proposals have been completely evaluated based on the evaluation criteria in the RFP. Their scores at this point are:

- Offeror #1 - 89 points*
- Offeror #2 - 80 points*
- Offeror #3 - 88 points*

Offeror #2 and Offeror #3 each receive 10 additional points. The final scores for all of the offers are:

Offeror #1 - 89 points

Offeror #2 - 90 points

Offeror #3 - 98 points

Offeror #3 is awarded the contract.

2.17

Contract Negotiations

2AAC 12.315 Contract Negotiations. After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. The option of whether or not to initiate contract negotiations rests solely with the State. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the State may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal. If contract negotiations are commenced, they may be held in the conference room on the second floor of the Douglas Island Building in Douglas], Alaska.

If the contract negotiations take place in Douglas, Alaska, the offeror will be responsible for their travel and per diem expenses.

2.18

Failure to Negotiate

If the selected offeror

- fails to provide the information required to begin negotiations in a timely manner; or
- fails to negotiate in good faith; or
- indicates they cannot perform the contract within the budgeted funds available for the project; or
- (if the offeror) and the State, after a good faith effort, simply cannot come to terms,

the State may terminate negotiations with the offeror initially selected and commence negotiations with the next highest ranked offeror.

2.19

Notice of Intent to Award (NIA) - Offeror Notification of Selection

After the completion of contract negotiations the procurement officer will issue a written Notice of Intent to Award (NIA) and send copies to all offerors. The NIA will set out the names and addresses of all offerors and identify the proposal selected for award. The scores and placement of other offerors will not be part of the NIA.

2.20 Protest

AS 36.30.560 provides that an interested party may protest the content of the RFP. An interested party is defined in 2 AAC 12.990(a)(7) as "an actual or prospective bidder or offeror whose economic interest might be affected substantially and directly by the issuance of a contract solicitation, the award of a contract, or the failure to award a contract. If an interested party wishes to protest the content of a solicitation, the protest must be received, in writing, by the procurement officer at least ten days prior to the deadline for receipt of proposals.

AS 36.30.560 also provides that an interested party may protest the award of a contract or the proposed award of a contract. If an offeror wishes to protest the award of a contract or the proposed award of a contract, the protest must be received in writing by the procurement officer within ten days after the date the Notice of Intent to Award the contract is issued.

A protester must have submitted a proposal in order to have sufficient standing to protest the proposed award of a contract. Protests must include the following information:

- [a] the name, address, and telephone number of the protester;
- [b] the signature of the protester or the protester's representative;
- [c] identification of the contracting agency and the solicitation or contract at issue;
- [d] a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and
- [e] the form of relief requested.

Protests filed by telex, e-mail, or telegram are not acceptable because they do not contain a signature. Fax copies containing a signature are acceptable.

The procurement officer will issue a written response to the protest. The response will set out the procurement officer's decision, and will contain the basis of the decision within the statutory time limit in AS 36.30.580. A copy of the decision will be furnished to the protester by certified mail, fax, or another method that provides evidence of receipt.

All offerors will be notified of any protests received. The review of protests, decisions of the procurement officer, appeals, and hearings, will be conducted in accordance with the State Procurement Code (AS 36.30), Article 8, "Legal and Contractual Remedies."

SECTION THREE STANDARD CONTRACT INFORMATION

3.01 Contract Type

This RFP will result in a firm fixed fee contract.

3.02 Contract Approval

This RFP does not, by itself, obligate the State. The State's obligation will commence when the contract is approved by the Commissioner of the Department of Corrections, or the commissioner's designee. Upon written notice to the contractor, the State may set a different starting date for the contract. The State will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the State.

3.03 Standard Contract Provisions

The contractor will be required to sign and submit the attached State's Standard Agreement Form for Professional Services Contracts (form 02-093/Appendix A). The contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law. Objections to any of the provisions in Appendix A must be set out in the offeror's proposal.

3.04 Proposal as a Part of the Contract

Unless otherwise specified in the contract, the requirements and specifications set forth in this RFP and the successful proposal will be incorporated into Appendix C of the contract, and will be binding upon the contractor. In any case in which these differ, the contract and then the RFP in that order, shall take precedence over the proposal submitted by the contractor.

3.05 Additional Terms and Conditions

The State reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

3.06 Insurance Requirements

The successful offeror must provide proof of workers' compensation insurance prior to contract approval. The successful offeror must secure the insurance coverage required by the State. The coverage must be satisfactory to the Division of Risk Management. An offeror's failure to provide evidence of such insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract. Offerors must review form Appendix B1 attached, for details on required coverage.

Offerors must review Appendix B1, attached, for details on required coverage. No alteration of these requirements will be permitted without prior written approval of the Department of Administration, Division of Risk Management. Objections to any of the requirements in Appendix B1 must be set out in the offeror's proposal.

3.07 Performance Bond

The successful offeror must provide a performance bond at the time of contract award. Such performance bond shall be equivalent to 50% of the dollar amount guaranteed to the State of Alaska, Department of Corrections for the first two years of the contract.

Failure to provide such a performance bond at the time of award shall be grounds to reject the offeror and award to the next most responsive and responsible offeror.

3.08 Contract Funding

Approval or continuation of a contract resulting from this RFP is contingent upon legislative appropriation.

3.09 Proposed Payment Procedures

The State will make payments based on a negotiated payment schedule at rates established in the contract. Each billing must consist of an invoice and progress report. No payment will be made until the progress report and invoice have been approved by the project director, or designee. All billings should be submitted timely and reference the RFP and contract numbers.

3.10 Contract Payment

No payment will be made until the contract is approved by the Commissioner of the Department of Corrections, or designee, and the invoices have been approved by the project manager, or designee. The State is not responsible for and will not pay local, state, or federal taxes. The State will not be liable for the payment of any interest charges associated with the cost of the contract. All costs associated with the contract must be stated in U.S. currency.

3.11 Informal Debriefing

When the contract is completed, an informal debriefing may be performed at the discretion of the project director. If performed, the scope of the debriefing will be limited to the work performed by the contractor.

3.12 Contract Personnel

Any change of the project team members named in the proposal must be approved, in advance and in writing, by the project director. Personnel changes that are not approved by the State may be grounds for the State to terminate the contract.

The Department of Corrections, project director, or designee, reserves the right to disallow the use of any individual (under the terms of any contract awarded as a result of this RFP) whose performance or conduct is not acceptable to the Department.

3.13

Inspection & Modification - Reimbursement for Unacceptable Deliverables

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the project director, or designee. The State may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. Should the project director determine that corrections or modifications are necessary in order to accomplish its intent; the project director may direct the contractor to make such changes. The contractor will not unreasonably withhold such changes.

Substantial failure of the contractor to perform the contract may cause the State to terminate the contract in whole or in part. In this event, the State may require the contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

3.14

Termination

If the project director determines that the contractor has refused to perform the work or has failed to perform the work with such diligence as to ensure its timely and accurate completion, the State may, by providing written notice to the contractor, terminate the contractor's right to proceed with part or all of the remaining work.

This clause does not restrict the State's termination rights under the contract provisions of Appendix A, attached.

3.15

Contract Changes - Unanticipated Amendments

During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the project director will provide the contractor a written description of the additional work and request for the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments per AS 36.30.400.

The contractor will not commence additional work until the project director has secured any required State approvals necessary for the amendment and issued a written contract amendment, approved by the Commissioner of the Department of Corrections, or designee.

3.16

Contract Changes – Anticipated Amendments

The Department anticipates that it may be in the State's best interest to extend the contract for additional periods of service. If the State exercises this option, extension will be within the maximum period allowable under administrative authority.

The State may increase the locations for these services, depending on the needs of the department. Any changes in work requirements will be within the scope of work specified in the RFP and will be approved through the required amendment procedures.

**3.17
Contract Invalidation**

If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

**3.18
Contract Personnel Background Checks**

The Department of Corrections will require personnel providing direct services within the correctional centers to comply with background investigations and/or security checks. When background investigations are required, they will be performed by the DOC at no charge to the contractor.

The Department reserves the right to restrict an individual's access to the facility or program if they are determined to pose a threat to security, or if they fail to provide the information required for a background check.

**3.19
Code of Ethics and Standards of Conduct**

The contractor will assure that all individuals providing services under the terms of the contract receive and read Department Policies and Procedures 202.01, Code of Ethics, and 202.03, Standards of Conduct. Copies of these Department Policies and Procedures are attached to the RFP. The Department of Corrections reserves the right to exclude from employment any person deemed by the DOC to be incompatible with the goals, mission, security or safety of its program.

**3.20
Investigation & Litigation**

Successful offerors are obligated to notify the project manager the next working day if, they, or any member of their contract staff, are being investigated for malpractice and/or ethical violations by a licensing board or professional organization, or if they are named as a party in a civil or criminal litigation relating to their professional activities. The Department reserves the right to disallow the provision of contract services by any individual undergoing investigation and/or litigation under this section.

**3.21
Continuing Education (CE)**

The successful offeror must assure, at no cost to the State, that all persons working under the terms of the contract meet and maintain any and all legal requirements for licensing and Continuing Education.

**3.22
Records**

The records and other information compiled by the successful offeror in accordance with the duties and responsibilities of this RFP shall be the property of the Department of Corrections. Copies of such records shall be provided to the Department within a reasonable period, upon request. This requirement is mandatory irrespective of any payment due to the successful offeror for service provision.

**3.23
Research**

Any research conducted under the terms of the contract must receive prior written approval by the Commissioner of Corrections, or designee. A written description of the research project must be submitted prior to consideration for approval. In addition, all research projects must comply with the provisions of Policy and Procedure 501.02.

**3.24
Transition at End of Contract**

The contractor agrees to assist the Department and any subsequent provider in facilitating the transition between providers in the event of termination or completion of this contract. This includes extensions of this agreement at current rates to cover transition periods. This agreement is a condition precedent to the contractor's right to receive any final payment of funds under this contract.

**3.25
Right to Audit Records**

AS 36.30.420 states: The State may audit the books of a contractor or a subcontractor to the extent that the books and records relate to the performance of the contract or subcontract. Books and records shall be maintained by the contractor for a period of three years after the date of final payment under the prime contract, and by the subcontractor for a period of three years after the date of final payment under the subcontract, unless a shorter period is authorized in writing by the commissioner.

**3.26
Format of Reports and Data**

If needed, the contractor will be expected to provide electronic reports and data in a format compatible with the department's systems and formats, and it will be the contractor's responsibility to create the data files. This includes data entry and the development of any automated interfaces to the contractor's information systems or data entry software needed for this purpose.

SECTION FOUR BACKGROUND INFORMATION

4.01

Background Information

Inmates at the State of Alaska, Department of Corrections (DOC) correctional facilities use a contractor provided, maintained and operated inmate telephone system.

Current inmate phone systems are configured for **outgoing calls only**. For long distance calls, the system operates as a **"COLLECT CALL ONLY"**, Automated Operator system. The system must not allow for incoming calls, to inmates, at any time or for calls to cell phones. **The system provided under this RFP must also allow for the use of prepaid calling cards.**

The contractor provides all inmate telephone systems and monitoring equipment. All costs of equipment, installation, optimization, training, and ongoing operation and maintenance of the systems are the responsibility of the Contractor. All equipment installed by the Contractor at the correctional facilities remains the sole and exclusive property of the Contractor. The State is not responsible for any damage to equipment including damage caused by inmates.

SECTION FIVE SCOPE OF WORK

5.01

Scope of Work

The State of Alaska intends to contract for services to provide current state of the art inmate telephone system and necessary billing services in each of its correctional facilities. The correctional institutions are located in Anchorage, Nome, Fairbanks, Eagle River, Ketchikan, Juneau, Palmer, Wasilla, Seward, Kenai, and Bethel, Alaska. The State also reserves the right to add additional facilities during the life of the contract.

The Contractor will provide all inmate telephone systems and monitoring equipment, installation, optimization, training, and ongoing operation of the systems. All costs of equipment, installation, optimization, training and ongoing operation of the systems are the responsibility of the Contractor. All equipment installed by the Contractor at the correctional facilities will remain the sole and exclusive property of the Contractor. The State will not be responsible for any damage to equipment including damage caused by inmates. **The system must be a "turn-key" system. The successful contractor will be required to install a new Inmate Telephone System that is "state of the art" technology.**

Inmate telephone system equipment identified by brand name within this document is for comparison purposes only. Actual telephone system equipment used or provided by the contractor must meet or exceed the specified equipment capabilities and capacities as set forth in the specifications. All equipment and materials furnished under the contract resulting from this RFP must be the latest "state of the art" technology. The State reserves the right to approve minor deviations from the specifications if it is determined to be in its best interest.

5.02

System Requirements

Tables One, Two, Three and Four provide the following information. This information should not be construed as a guarantee of call activity or the number of phones to be installed in any one institution.

1. Number of inmates per institution. (Table One)
2. Number of inmate phones presently used at each institution. (Table One)
3. Telephone utilities serving the various institutions. (Table Two)
4. Number of intrastate calls made by institution during a 12 month period with total number of minutes involved. (Table Three)
5. Number of interstate calls made by institution during a 12 month period with total number of minutes involved. (Table Four)
6. Call Revenues (Table Five)

The contractor shall be responsible for obtaining all required approvals from the Regulatory Commission of Alaska (RCA) for performance under the resulting contract within 60 days of contract award.

The successful contractor shall reimburse the Department of Corrections for the cost of state personnel time, travel, and per diem involved in quality assurance and acceptance testing of the systems. For budgetary purposes, the State of Alaska has determined a budgetary figure of \$50,000.00 for this cost. The successful Offeror shall reimburse the Department of Corrections for these costs upon final acceptance of the entire system.

The successful contractor will pay the State of Alaska, Department of Corrections (DOC) a guaranteed yearly dollar payment over the life of the contract. This payment shall be made in quarterly payments over each year on a schedule subject to approval of the Contractor and DOC. Payments must be made based upon gross revenues received from connection fees and per minute charges. **Local calls from pre-trial booking phones must be free. Charges will apply to all other local calls.**

A late payment is subject to 1.5% interest per month on the unpaid balance.

Offerors must provide a pre-qualifying statement showing that they have experience in providing an inmate phone system similar to the system required by this RFP. Offerors must provide a list of at least 4 systems (including phones and monitoring systems) comparable in size and complexity to the system currently in use by DOC that have been successfully installed and operated by the offeror. The list must include contact names, addresses and phone numbers. **Failure to provide the information described in this paragraph will result in your proposal being found non-responsive.**

Systems shall be capable of blocking toll free and other such numbers, third party calls, cell phone calls, call forwarding and specific numbers. **Lines must automatically disconnect if a third party call is detected.**

The systems must be designed to provide inmates with a "PIN" number assignment. The system must also provide for exclusion of "PIN" number assignments to pre-trial detainees.

Different voice announcements must be provided for inmate and pre-trial detainees.

Systems shall have the ability to limit the duration of inmate and pre-trial detainee calls with a notification of time limit at points three minutes, one minute, and 30 seconds before conclusion. Exceptions will be made in the case of attorney calls.

The systems must prevent dialing a second number after a called party hangs up.

This will be a "turn-key" system. On site training must be provided for all operators of the inmate phone system. Such training must include operation and first echelon maintenance of all equipment supplied.

Acceptance testing shall be performed at each facility in the presence of DOC personnel and/or their designated representative.

TABLE ONE

<u>Institution</u>	<u># of Inmates (Emergency Capacity)</u>	<u># of Phones</u>
Anchorage Correctional Complex 1400 E 4 th Avenue Anchorage, AK 99501	819	98
Anvil Mountain Correctional Center Mile 1810 Center Creek Road Nome, AK 99762-0730	104	11
Fairbanks Correctional Center 1931 Eagan Street Fairbanks, AK 99701-0317	211	38
Hiland Mountain Correctional Center 9101 Hesterberg Road Eagle River, AK 99577	311	28
Ketchikan Correctional Center 1201 Schoenbar Road Ketchikan, AK 99901	58	6

TABLE ONE (CONTD)

<u>Institution</u>	<u># of Inmates (Emergency Capacity)</u>	<u># of Phones</u>
Lemon Creek Correctional Center 2000 Lemon Creek Road Juneau, AK 99801-9706	196	45
Mat-Su Pre-Trial Facility 339 E Dogwood Street Palmer, AK 99645-6499	185	12
Palmer Correctional Center Mile 58 Glenn Highway Palmer, AK 99645-0919	390	24
Pt. MacKenzie Correctional Farm 13690 S Guernsey Road Wasilla, AK 99687	112	12
Spring Creek Correctional Center Mile 5 Nash Road Seward, AK 99664-2109	486	30
Wildwood Correctional Complex 10 Chugach Avenue Kenai, AK 99611-7098	368	35
Yukon-Kuskokwim Correctional Center Airport Road Bethel, AK 99559	92	15

TABLE TWO
Telephone Utilities Servicing DOC Correctional Facilities

<u>UTILITY</u>	<u>SERVING</u>
Alaska Communications System (ACS) 600 Telephone Avenue Anchorage, AK 99501	ACC, AMCC, FCC, HMCC, KCC, LCCC, MSPT, PCC, SCCC, WCC, YKCC
GCI 2800 C Street Anchorage, AK 99501	ACC, AMCC, FCC, LCCC, PCC, PTMAC, YKCC
AT&T ALASCOM 210 E Bluff Drive Anchorage, AK 99501	FCC, MSPT
Ketchikan Public Utilities 2930 Tongass Ave. Ketchikan, AK 99901	KCC
Matanuska Telephone Association P. O. Box 3009 Palmer, AK 99645-3009	HMCC, MSPT, PCC, PTMAC
Telalaska P. O. Box 233609 Anchorage, AK 99523-3609	AMCC, SCCC

Legend:

- ACC – Anchorage Correctional Complex
- AMCC – Anvil Mountain Correctional Center
- FCC – Fairbanks Correctional Center
- HMCC – Hiland Mountain Correctional Center
- KCC – Ketchikan Correctional Center
- LCCC – Lemon Creek Correctional Center
- MSPT – Mat-Su Pre-Trial
- PCC – Palmer Correctional Center
- PTMAC – Pt. MacKenzie Correctional Farm

SCCC – Spring Creek Correctional Center
WCC – Wildwood Correctional Complex
YKCC – Yukon-Kuskokwim Correctional Center

TABLE THREE

Analysis of Intrastate Calls Made (4/01/06 – 3/31/07)

Institution	# Calls Made	Minutes
ACC	28,830	243,382
AMCC	7,394	65,609
FCC	12,725	109,317
HMCC	19,923	174,452
KCC	3,689	34,776
LCCC	10,327	136,211
MSPT	5,604	59,282
PCC	52,054	524,134
PTMAC	12,068	148,307
SCCC	52,174	750,508
WCC	31,985	383,277
YKCC	7,973	73,775
TOTALS	244,746	2,703,030

TABLE FOUR

Analysis of Interstate Calls Made (4/01/06 – 3/31/07)

Institution	# Calls Made	Minutes
ACC	10,928	101,469
AMCC	64	677
FCC	3,136	30,934
HMCC	2,555	25,061
KCC	477	4,788
LCCC	2,434	29,748
MSPT	870	9,695
PCC	2,483	25,680
PTMAC	733	9,706
SCCC	3,933	61,049
WCC	3,975	47,251
YKCC	77	594
TOTALS	31,665	346,652

TABLE FIVE

Call Revenues (4/01/2006 – 03/31/07)

<u>Institution</u>	<u>Inter-State Revenue</u>	<u>Intra-State Revenue</u>
ACC	\$138,909.32	\$107,662.68
AMCC	\$1,045.02	\$29,814.40
FCC	\$42,641.26	\$51,991.90
HMCC	\$33,971.74	\$73,258.76
KCC	\$8,562.25	\$12,898.05
LCCC	\$37,243.50	\$47,090.65
MSPT	\$12,751.27	\$19,490.99
PCC	\$36,475.29	\$190,004.76
PTMAC	\$12,625.32	\$46,510.34
SCCC	\$72,384.51	\$234,020.13
WCC	\$58,637.50	\$123,860.15
YKCC	\$971.49	\$28,103.73
	\$456,218.47	\$964,706.54
	Total Revenue	\$1,420,925.01

This section lists all required specifications of this RFP for an Inmate Telephone System (ITS).

General Offeror Requirements:

5.02.1 The Offeror shall establish an internal "Account Team" to interface with DOC for the ITS. This Account Team will serve as the single-point-of contact (SPOC) for DOC and shall provide new telephones, system and network design services, system programming services, system transition and implementation services, post installation programming, updates and maintenance services and commission fee schedule services.

The Offeror shall provide access to the Account Team in the following manner:

- A. By voice telephone number and facsimile transmission
- B. By toll free 800/888/877 numbers for telephone and facsimile access.
- C. By E-Mail (Internet) address.

5.02.2 DOC reserves the right to reject personnel assigned to the Account Team including personnel from the Contractor and personnel from any subcontractors during the life of the contract.

5.02.3 The Account Team shall work in conjunction with any Customer Premise Equipment (CPE) or network contractor (voice or data) being used by DOC to resolve any technical problems that may arise between the proposed ITS system and any existing or future voice/data systems installed by DOC. This will eliminate the need for DOC to be a mediator in problem resolutions. Upon request of DOC, the Account Team shall speak directly with any other CPE contractor, local exchange carrier, long distance carrier, etc. to resolve technical issues.

5.02.4 The Offeror shall adhere to any municipal, state or federal requirements for ITS installation "certification", training, or registration. Failure to comply with present and future municipal, state or federal requirements may result in termination of any Contract with the Offeror and the paying of any applicable fines, etc. incurred by DOC for violation of such requirements by the Offeror,

The Offeror shall be responsible for compliance with all regulatory requirements imposed by local, state and federal regulatory agencies for all systems and services provided throughout the duration of the Contract.

5.02.5 The Offeror's Account Team must accept system programming and maintenance orders only from authorized personnel with the DOC. The Account Team must determine authorized personnel as part of their Proposal's initial contracting process and provide authorization forms for agency personnel signatures. The Offeror will be responsible for all charges associated with "unauthorized" service repairs, additions, or changes performed by the Offeror.

5.02.6 The Offeror shall be responsible for making all system modifications necessary to allow inmates to place calls as industry dialing requirements change at no cost to DOC. Such modifications must be made in a timely manner to ensure proper use of the ITS system by inmates and DOC personnel.

5.02.7 The Offeror shall be responsible for complying with and updating the ITS for any regulatory changes and requirements during the life of the contract. These regulatory changes include federal, state or local municipal modifications. These changes must be made in a timely manner and at no cost to DOC.

5.03

General Inmate Telephone System Requirements

The proposed ITS shall be provided for all DOC facilities, listed in Table 1 of this RFP at no cost to DOC for installation, training, operation and maintenance of the ITS, equipment, software, and its components. If the ITS system is damaged or destroyed, the Offeror is responsible for replacement of the ITS system 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. The ITS system or component replacement shall be performed at no cost to the DOC. The Contractor owns the ITS equipment. The ITS proposed for DOC must meet or exceed the following requirements:

5.03.1 The ITS proposed for DOC shall include the following components:

- A. A Site/Location Call Processor-Control System located at each DOC facility listed in Table 1.

An offeror's failure to meet these minimum requirements will cause their proposal to be considered non-responsive and their proposal will be rejected.

2.09

Evaluation of Proposals

The procurement officer, or an evaluation committee made up of the procurement officer and at least three State employees or public officials, will evaluate the proposals. The evaluation will be based solely on the evaluation factors set out in Section Seven of this RFP.

After receipt of proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment will be issued. The amendment will incorporate the clarification or change, and a new date and time established for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

2.10

Vendor Tax ID

A valid Vendor Tax ID number (EIN or SSN) for the firm or individual must be submitted to the issuing office with the proposal or within five days of the State's request.

2.11

F.O.B. Point

F.O.B. point for all services and equipment provided under this RFP will be final destination within the State of Alaska.

2.12

Alaska Business License & Other Required Licenses

At the time the proposals are opened, all offerors must hold a valid Alaska business license and any other applicable professional licenses required by Alaska Statute. Offerors should contact the Department of Commerce, Community and Economic Development, Division of Occupational Licensing, P.O. Box 110806, Juneau, Alaska 99811-0806, for information on these licenses.

Offerors must submit evidence of a valid Alaska business license with the proposal. An offeror's failure to submit this evidence with the proposal will cause their proposal to be determined non-responsive. Acceptable evidence that the offeror possesses a valid Alaska business license may consist of any one of the following:

- [a] a copy of an Alaska business license with the correct SIC code;
- [b] certification on the proposal that the offeror has a valid Alaska business license and has included the license number in the proposal;
- [c] a canceled check for the Alaska business license fee;
- [d] a copy of the Alaska business license application with a receipt stamp from the State's occupational licensing office; or
- [e] a sworn and notarized affidavit that the offeror has applied and paid for the Alaska business license.

You are not required to hold a valid Alaska business license at the time proposals are opened if you possess one of the following licenses and are offering services or supplies under that specific line of business:

- fisheries business licenses issued by Alaska Department of Revenue or Alaska Department of Fish and Game,
- liquor licenses issued by Alaska Department of Revenue for alcohol sales only,
- insurance licenses issued by Alaska Department of Commerce, Community and Economic Development, Division of Insurance, or
- mining licenses issued by Alaska Department of Revenue.

2.13

Application of Preferences

Certain preferences apply to all contracts for professional services, regardless of their dollar value. The Alaskan Bidder and Offeror preferences are the two most common preferences involved in the RFP process. Additional preferences that may apply to this procurement are listed below. Guides that contain excerpts from the relevant statutes and codes, explain when the preferences apply and provide examples of how to calculate the preferences are available at the Department of Administration, Division of General Services' web site:

<http://www.state.ak.us/local/akpages/ADMIN/dgs/policy.htm>

Alaska Products Preference - AS 36.30.332

Recycled Products Preference - AS 36.30.337

Local Agriculture and Fisheries Products Preference - AS 36.15.050

Employment Program Preference - AS 36.30.170(c)

Alaskans with Disability Preference - AS 36.30.170(e)

Employers of People with Disabilities Preference - AS 36.30.170(f)

The Division of Vocational Rehabilitation in the Department of Labor and Workforce Development keeps a list of qualified employment programs; a list of individuals who qualify as persons with a disability; and a list of persons who qualify as employers with 50 percent or more of their employees being disabled. A person must be on this list at the time the bid is opened in order to qualify for a preference under this section.

As evidence of an individual's or a business' right to a certain preference, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of the Employment Program Preference, Alaskans with Disability Preference or Employers of People with Disabilities Preference described above, an individual or business must be on the appropriate Division of Vocational Rehabilitation list at the time the proposal is opened, and must provide the procurement officer a copy of their certification letter. Offerors must attach a copy of their certification letter to the proposal. The offeror's failure to provide the certification letter mentioned above with the proposal will cause the State to disallow the preference.

- B. A Centralized System Database.
- C. Recording and Digital Monitoring Equipment.
- D. Ability to interface with competitors systems.
- E. Web based access.
- F. Three way call detection.
- G. Key word or phrase search capability.

5.03.2 The Offeror shall propose one type of ITS for all DOC locations. All system hardware, software and support systems shall be the same in each DOC facility.

5.03.3 The Site/Location Call Processor shall provide for all telecommunications capabilities for inmate services as well as administrative capabilities for DOC personnel.

5.03.4 The Centralized System Database shall be located at a Offeror provided site, located outside of DOC facilities but within the Central or Western United States, and provide full database redundancy for all Site/location Processors and recording equipment at each DOC facility (see Section 5.3).

5.03.5 The ITS shall be provided to DOC at no cost. The ITS proposed for DOC shall include full design, installation and on-going maintenance and repair and replacement at no cost to the DOC.

5.03.6 The ITS shall provide any network services as specified in this RFP, at no cost to the DOC, during the duration of the Contract.

5.03.7 The ITS shall allow inmate access to collect and prepaid call services as described in this RFP document. At no time would inmate telephones be allowed to make calls without some type of ITS system restriction and monitoring (with the exception of those that qualify as attorney/client privileged calls).

5.03.8 The ITS shall allow for all inmate telephones to be in use simultaneously. Dial tone shall be presented immediately to all inmate telephones in an "off hook" position. There shall be one central office line per inmate telephone. **All lines must be provided at no cost to DOC.**

5.03.9 The call automated announcement function of the ITS shall be capable of processing calls on a selective bilingual basis. The inmate shall be able to select the preferred language using no more than a two-digit code.

5.03.10 The Offeror shall propose an ITS that can be shut down immediately and selectively. DOC shall be able to shutdown the ITS system globally and restrict all PIN access, within an entire facility and/or within a facility wing. The Proposal shall describe the options available to DOC for this type of immediate and global restriction.

5.03.11 The proposed ITS shall be restricted to outgoing calls only. The ITS shall not process incoming calls at any time. No inmate telephone shall be capable of receiving an incoming call and Offeror shall work with the local telephone companies to ensure such control. The Proposal shall describe how this component shall be achieved for the DOC.

5.03.12 The Offeror shall keep all call processing and call rating information current. This information includes, but is not limited to, local exchanges, area codes, country codes, vertical and horizontal coordinates and any other information necessary to accurately process and rate calls. The Offeror must quickly provide DOC with any rate information for all calls upon request by DOC at any time during the term of the Contract.

5.03.13 The ITS shall block all calls made to any telephone numbers that incur excess charges such as 900, 972: 976, 550, etc. The Offeror shall be responsible for ensuring that the ITS System is programmed for such blocking.

5.03.14 The ITS shall block all inmate calls to current long distance carrier access numbers (i.e., 101 0333 and 101 0285) or future 101-xxxx carrier access numbers. The Offeror shall be responsible for ensuring that the ITS system is programmed for such blocking.

5.03.15 The ITS shall block all local numbers that access long distance carriers. The Offeror shall be responsible for ensuring that the ITS system is programmed for such blocking.

5.03.16 The ITS shall block all inmate access to directory assistance access numbers (i.e., 411, 555-1212). The Offeror shall be responsible for ensuring that the ITS is programmed for such blocking.

5.03.17 The ITS shall block all inmate access to toll free numbers (i.e., 800, 888 and 877). The Offeror shall be responsible for ensuring that the ITS is programmed for such blocking. The ITS must have the capability to allow the DOC to unblock individual toll-free numbers.

5.03.18 Offeror shall insure that local calls are not passed off to any other carrier not authorized by the Contract. This will include call forwarding from a local AN1 to any of the lists of numbers required to be blocked or automatically forwarded to numbers not dialed directly by the inmate. The Offeror is authorized by the Contract to have exclusive control over all billing of local, intraLATA, interLATA and international long distance collect and prepaid calls placed by inmates through the ITS.

5.03.19 The ITS shall be capable of interfacing with network services provided by local exchange carriers as well as inter-exchange carriers. This includes analog and digital facilities (i.e., analog business trunks, DS-1, and ISDN PRI). The Proposal shall state the types of network services to which the proposed ITS will interface and the purpose (application) of such services for DOC.

5.03.20 The Offeror shall describe the type of network services it will provide with the proposed ITS.

5.03.21 It is the intention of the DOC to initially implement the proposed ITS in a collect call and prepaid calling modes. Collect calling shall be offered for all 50 states and United States territories.

5.03.22 The Offeror shall implement an ITS that provides telephone reception quality meeting all industry standards for service quality as defined by the Regulatory Commission of Alaska (RCA) and by the Federal Communications Commission (FCC). The Offeror shall accept the DOC's judgment concerning these standards.

5.03.23 The proposed ITS shall provide that "call set-up time" not exceed 10 seconds from completion of dialing to first ring.

5.03.24 The proposed ITS shall not provide a second dial tone to an inmate telephone without the inmate hanging up the telephone receiver after the first call is completed.

5.03.25 The proposed ITS shall allow for an agreed to "ring time" before an inmate call is disconnected. This "ring time" parameter shall be programmable by DOC but shall be consistent among DOC facilities.

5.03.26 The proposed ITS shall provide notification to an inmate of the call status (i.e., ringing and busy). This notification may either be in the form of ringing, busy tones, standard information tones (SIT), or appropriate recorded messages.

5.03.27 The proposed ITS shall not allow the inmate to speak to the collect-called party until the call has been accepted.

5.03.28 The proposed ITS shall allow the option for inmates to hear the processing of the placed call to determine if SIT tones with message or an answering device (i.e., answering machine and voice mail) has answered the call. Superintendents will determine whether or not this option will be used at their facility. At no time shall the ITS system allow the inmate to speak (restricted voice channel) until the called party has accepted the collect call.

5.03.29 The proposed ITS shall allow for DOC to program times when the system will be available or unavailable to inmate calling. The Offeror shall describe how this is accomplished.

5.03.30 The Offeror shall supply the Security Threat Group (STG)/investigation Coordinator a system for operational information and electronic document management. This system shall provide an interface to the DOC offender tracking system, ITS call record database and other related systems. The Offeror shall provide all suitable software, hardware and network infrastructure to interface or link all DOC institutions, investigative offices and databases.

5.03.31 The Call Processors shall have "hot swappable drives and power supplies.

5.03.32 The Offeror is required to provide the line voltage outlets for all equipment.

5.04

Central Database

5.04.1 A network and central database shall be provided and managed by the Offeror at no cost to the DOC. The purpose of the database is to provide full database redundancy for all Call Processors at each DOC facility and to provide pooled data for investigators analysis. The Proposal shall describe the details of the proposed network.

5.04.2 The new network shall be compatible with the existing DOC networks (i.e., TCP/IP) and capable of network speeds equivalent to the DSL or faster.

5.04.3 The Centralized Database shall be located at an Offeror-provided site, located outside of DOC facilities. The Proposal shall describe the facilities and location of the Centralized Database.

5.04.4 The Centralized Database shall be in Oracle TM or MS SQL 78 or other open architecture software. The Proposal shall describe Central Database details.

5.04.5 The Proposal shall describe how it will provide ITS system security for all data stored in the local and central databases. Such a security description must include system security, including levels of encryption, as well as how access to such sensitive information will be performed within the Offeror's organization.

5.04.6 The DOC shall be able to perform queries and request reports from the Centralized Database. The Proposal shall describe the availability of the report writer for this use.

5.05

Personal Identification Numbers (PINS)

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

5.05.2 The ITS shall use DOC's inmate PIN assignments and numbering plan and have provisions for assigning PINS through a random automatic method. Current PINS are numeric only and may be up to fifteen (15) digits long. PINS are permanently assigned.

5.05.3 The ITS shall be capable of de-activating the PIN feature by individual inmate telephone, groups of telephones and/or entire institutions, at DOC's option. At no time shall the inmate telephones be unrestricted due to the deactivation of the PIN feature. **The PIN system should provide for voice activation/verification.**

5.05.4 The ITS shall allow each PIN to have a "class of service" assigned (i.e., duration of each call). The proposed ITS system shall provide call restrictions by PIN that provide all of the following restrictions:

- A. Inmates can be either approved or not approved to make phone calls by PIN.
- B. Inmates, via the PIN, can be restricted to a specific telephone or group of telephones, at DOC's option.
- C. Limit duration of call. Maximum call duration can be set globally (all PINs), by site, by facility area or by individual inmate's PIN, at DOC's option and can be set for each type of call (Local, intraLATA, interLATA, interstate).
- D. Restrict time of day calling. An allowed calling schedule can be provided for each specific PIN, by facility area, by site and globally (all PINs). The global restrictions can take precedence over individual PIN restrictions, at DOC's option.
- E. Limit calling privileges. Restrict an inmate under disciplinary action from placing calls. The Proposal shall describe how these restrictions can be accomplished.

5.05.5 The ITS shall have the ability to limit calls to a specific duration by PIN and by specific telephone numbers assigned to a PIN.

5.05.6 The ITS PIN feature shall ensure that the automated operator function uses the inmate's pre-recorded name (recorded in either the inmate's voice and language, or in the voice of an administrator) to announce to the called party from whom the call is originating. Identification of the specific inmate and thus the announcement of the inmate's name shall be performed by the PIN assignment.

5.05.7 The Offeror shall use an announcement similar to the existing announcement. This announcement shall be subject to DOC approval and include rate information.

5.05.8 The Proposal shall explain, in detail, the entire process of PIN administration including, without limitation, the maximum number of digits and the procedures and methods of assigning or changing PINs.

5.05.9 The DOC may integrate the ITS with a management system for the automatic assignment of PINs. The Proposal shall describe how this will be accomplished.

5.05.10 The ITS shall allow for a restricted number list of telephone numbers to be linked to an individual PIN. DOC personnel shall enter such telephone number lists.

5.06

Restrictions and Fraud Control Options

5.06.1 The proposed ITS shall allow DOC personnel to temporarily restrict or disconnect service to an individual inmate telephone or station, groups of telephones, or an entire DOC facility. The Proposal shall describe how this is accomplished with the proposed ITS system.

5.06.2 In order to limit possible telephone fraud, a fraud prevention feature shall be

available, which shall randomly interject pre-recorded announcements throughout the duration of the conversation to the called party and caller indicating the source of the call. The Proposal shall describe, in detail, how this feature is accomplished. The announcement pattern and content are subject to DOC approval and will not permit either calling party to talk while the announcement is being made.

5.06.3 The proposed ITS shall be able to detect the called party's attempt to initiate a "3-Way" or "Conference Call" with a third party and immediately terminate and/or flag the call. The Proposal shall describe how this detection is accomplished with the proposed ITS system and provide the actual "field tested" percentage of successful attempts in using this feature.

5.06.4 The ITS shall have a call alert feature. This feature shall alert DOC personnel that a designated inmate is placing a telephone call to a specific number that has been assigned alert status or information on a "hot number" list has been received. DOC personnel at DOC's discretion shall activate this status. The Proposal shall describe how this feature will function.

5.06.5 If a called party wishes to be added to an inmate's restricted call list or wishes to be on a list that will not allow reception of calls from any inmate in any institution, the ITS equipment shall have a feature to activate this function. Activation will be by either responding to voice prompts using the dual tone multi frequency (DTMF) telephone buttons or by responding with answers by voice. The system administrator shall have the capability to manage the list (see Section 5.05.10). This function shall have a verify capability.

5.06.6 The Proposal shall describe all detection and prevention capabilities related to fraudulent, illicit or unauthorized activity available on the proposed ITS.

5.06.7 The Proposal shall identify specific activities the proposed system capabilities shall detect and/or prevent. The Proposal shall also identify possible methods inmates may use to circumvent these capabilities.

5.06.8 The proposed ITS shall be capable of detecting extra dialed digits from either the called party or the inmate's telephone. The Proposal shall describe the options available to DOC upon detection of the extra dialed digits (i.e., call termination, system alarm, or logging of call to the database).

5.06.9 The proposed ITS shall be capable of detecting unusual or suspicious number sequences dialed or dialing patterns that the system identifies as possible attempts to commit fraud. The Proposal shall describe the options available to DOC upon detection of the unusual or suspicious number sequences.

5.06.10 The system shall provide for telephone number blocking such as: Direct dialing, Operators, Information, Talk Lines, IXC Access, Toll Free Lines, Etc. Additionally, the unit shall allow for blocking of 11 digit numbers in order to prevent calling to:

Correctional Facilities
Correctional Facility Employees Homes
Judges and Prosecutors Homes
Emergency Numbers
Doctors Answering Service Numbers
Other facilities known to accept collect calls such as Hospitals, Telephone Companies, Unions, Etc

5.06.11 Inmates are not allowed to call other DOC institutions or offices.

5.07

General Station Equipment (Telephone) Requirements

The Inmate Telephone Station Equipment required for DOC shall consist of 3 types of telephones. All telephone equipment shall be of the highest quality and shall be hearing aid compatible. The total number of telephone instruments for each facility is shown in Table One of this RFP. These totals are subject to change as the Department's needs change.

The first type, which shall be the majority of inmate telephones installed, shall be permanently mounted wall telephones meeting the specifications outlined in this Section of the RFP. The superintendent at each of the correctional facilities shall determine the quantity of this type of telephone, within the total number of telephones listed in Table One.

The second type of Inmate Telephone Station Equipment shall be portable or "movable" inmate telephones that are used mainly in segregation units and shall be manufactured to withstand abuse. The telephones can be cart mounted in areas where inmates can reach through bars to access the dialing pad or units compact enough to fit through standard cell door food slots where solid doors are utilized. Industry Standard 2500 telephone sets are not acceptable; The Proposal shall describe how these movable or portable telephones will be moved from one cell to another by DOC personnel to allow for inmate calling. The Offeror shall provide a minimum of 1 of these instruments per special housing unit within each DOC facility. The superintendent at each of the correctional facilities shall determine the quantity of this type of telephones.

The third type of Inmate Telephone Station Equipment shall be "all weather" inmate telephone sets to be used at DOC's discretion. The superintendent at each of the correctional facilities shall determine the quantity of this type of telephone.

5.07.1 All Inmate Telephone Station Equipment shall be of new manufacture latest technology and shall be provided with the proposed ITS at no cost to DOC. (See 5.07.3)

5.07.2 All Inmate Telephone Station Equipment shall be installed in all DOC institutions, at no cost to DOC.

5.07.3 The Offeror shall provide all required materials. Hardware/software and station cabling (where re-use is unavailable or new locations are required) to install the Inmate Telephone Station Equipment. **All materials provided shall be at no cost to DOC.**

5.07.4 All Inmate Telephone Station Equipment shall be powered by the telephone line and require no additional power source.

5.07.5 All Inmate Telephone Station Equipment shall have the physical and design characteristics that include all of the following:

- A chrome plated DTMF tone dial that is water, flame and shock resistant.
- A hearing aid compatible handset.

- A tamper proof steel housing that protects the electronic components of the telephone.
- A paint/finish that is mar and scratch resistant.
- A faceplate with concise dialing and operating instructions.
- An industry standard design.
- An armored handset cord that is resistant to stretching and breaking.
- A floating case hardened metal plate to prevent side drilling entry.
- An installation reinforced by security studs to prevent easy removal of the telephone.

5.07.6 The Proposal shall describe the handset cord component of the proposed Inmate Telephone Station Equipment including the lanyard used to connect the handset to the base telephone. It is preferred that this lanyard be a metal composition.

5.07.7 The Inmate Telephone Station Equipment shall be compact in design. The Proposal shall include diagrams or photographs of the proposed Inmate Telephone Station Equipment.

5.07.8 The Inmate Telephone Station Equipment shall be true dual-tone multi-frequency (DTMF).

5.07.9 The Inmate Telephone Station Equipment shall not be programmable for any purpose.

5.07.10 The Inmate Telephone Station Equipment shall not include coin entry and return slots regardless of whether these functions are disabled.

5.07.11 The Offeror shall provide a unique number, physically imprinted on each Inmate Telephone Station Set so that DOC staff for the purpose of reporting troubles and troubleshooting problems can see the number. As the inmate Telephone Station Sets necessitate replacement, the Offeror shall number them. As new Inmate Telephone Station Sets are added or replaced they shall be identified in the same manner and all appropriate paper work shall be updated to reflect the addition.

5.07.12 The Inmate Telephone Station Equipment shall be capable of reducing background noise through the use of confidencers or directional microphones in the handset.

5.07.13 All Inmate Telephone Station Equipment shall provide volume controls that allow inmates to amplify the called party's voice.

5.07.14 The Proposal shall describe the provision of dialing instructions in multiple languages on each Inmate Telephone Station Set in a manner that reduces or eliminates the possibility of such instructions being destroyed. Labels or other accessible surface instructions shall not be acceptable.

5.07.15 The Proposal shall describe the provision of a "warning" statement in multiple languages on each Inmate Telephone Station Set that states, "This Call is Subject to Monitoring and/or Recording" in a manner that reduces or eliminates the possibility of such statement being destroyed. Labels or other accessible surface instructions shall not be acceptable.

5.07.16 The Offeror shall maintain the above-mentioned station set dialing instructions and warning statements for legibility and accuracy during the Contract term.

5.08 Voice Quality

5.08.1 The Offeror shall propose an ITS that provides a quality of connections that meets or exceeds appropriate current industry standards in the United States and enacted by appropriate standards organizations for transmitted and received levels, noise, cross talk and frequency range. The Offeror shall provide DOC with the standard (i.e., Bellcore and ANSI) to which its ITS will adhere.

5.08.2 The voice quality level listed above shall be in place for all telephone services at all stages of a call and shall not be affected by any other ITS feature, function or capability.

5.09 Americans with Disabilities Act (ADA) Compliance

All of the proposed ITS station sets shall be ADA compliant. Due to security concerns, DOC shall be capable of requiring the Contractor to modify certain features on station sets such as cord length and mounting height. The ITS's TDD/TTY equipment shall be protected and secured by DOC when not in use.

5.09.1 All of the Inmate Telephone Station Equipment shall be compatible with telecommunications for the deaf (TDD/TTY) equipment.

5.09.2 The Offeror shall be responsible for providing a single TDD/TTY device for the ITS at each DOC institution listed in Attachment A of this RFP. More than one said device may be required if the institution has 10 or more inmates that require TDD/TTY equipment.

5.09.3 The ITS TDD/TTY equipment shall be portable, such that it can be used with any ITS station set at each DOC institution listed in Table One of this RFP.

5.09.4 The ITS TDD/TTY equipment shall allow inmates to communicate via keyboard entry.

5.09.5 The ITS TDD/TTY equipment shall contain a display (i.e., LCD and LED) and a printer device.

5.09.6 The ITS TDD/TTY equipment must have real-time monitoring capability so that whatever is keyed is immediately displayed at a remote monitoring area or site.

5.09.7 The ITS shall record the entire call utilizing the TDD/TTY equipment.

5.09.8 The Offeror shall provide decoding and playback capability. The system shall not rely on paper copy only.

5.09.9 A separate call-length timer shall be provided for the TDD/TTY service.

5.10

Collect Call Services

5.10.1 The Offeror shall provide the collect call services required in this RFP through the use of an automated operator. An inmate shall never be connected to a "live" operator.

5.10.2 The Offeror shall be responsible for billing parties receiving collect calls from the ITS and for collecting payments for these calls.

5.10.3 The Offeror shall provide a toll free number that will be clearly shown on the called party's bill for assistance in billing matters.

5.10.4 The Offeror shall provide all local, intraLATA, interLATA, interstate and international collect call services at all DOC institutions where the ITS is installed. The Offeror shall be responsible for installing and maintaining all telephone circuits necessary to provide the required collect call services.

5.10.5 The proposed ITS shall allow for collect calls to be placed to international locations outside of the 50 states and United States territories.

5.10.6 The Offeror's Inmate Class of Service **collect call rates** charged to the called party, within Alaska, regulated by the RCA, shall not exceed tariff per minute rates and tariff per call surcharges, applicable to intrastate/intraLATA toll and intrastate/interLATA calls originating from DOC facilities collectively, including surcharges, the "intrastate Tariff Rates." The called parties (individuals on the inmates' approved calling lists) pay a per call surcharge regardless of the duration of the call, in addition to specified per minute rates that vary based upon the type of call. The intrastate intraLATA per minute rates are mileage banded, date, and time-of-day-sensitive. The Offeror shall provide a breakdown of its Intrastate Tariff Rates. The Offeror's Intrastate Tariff Rates shall remain fixed for the term of the Contract and not be changed without the DOC's written consent.

5.10.7 The Offeror's rates charged to the called party for collect calls outside of Alaska, regulated by the FCC, shall not exceed the tariff per minute rate for collect long distance calls and shall not exceed the surcharge rate for Inmate Class of Service Operator Station Collect. The Offeror shall provide its interstate per minute rate and surcharge. The Offeror's interstate tariff rate and surcharge shall remain fixed for the term of the Contract and not be changed without the DOC's written consent.

5.10.8 The Offeror shall provide a percentage of the gross revenues for all calls. The percentage paid to DOC shall not be less than 50% of the gross receipts for all calls collect and long distance. The Offeror shall not deduct fraudulent, uncollectible or unbillable calls, Local Exchange Carrier (LEC) access, LEC or long distance usage, maintenance or any costs of running the ITS, from the gross revenues for all calls prior to paying the minimum 50% fee to DOC. In other words, the percentage rate shall be based on gross call cost including per call surcharges and per minute charges, not the net after expenses. The Offeror is responsible for

collecting all revenue from the called party for collect calls billed. **Local calls from pre-trial booking phones must be free. Charges will apply to all other local calls.**

5.10.9 The Offeror's Rates for international calls shall be the current prevailing cost for international calls to the specific country being called.

5.10.10 A check for the commission amount for the collect-calling mode, shall be sent to DOC no later than 45 days after the close of the billing month. For example, a commission check for calls made during April shall be forwarded to DOC no later than June 15th. A summary report shall be provided with each commission check, that includes the following:

- A. Total commission figure broken down by Institution; and
- B. Listing of total minutes, total calls by Institution.

5.11

Miscellaneous Requirements

5.11.1 The Offeror shall not charge for calls that result in Special Information Tones (SIT), ring/no answer, or busy conditions.

5.11.2 The Offeror shall provide local exchange service for collect calling use at each DOC institution listed in Table One of this RFP. Additionally, the Offeror shall provide local exchange service for prepaid calling use at each DOC institution listed in Table One of this RFP, pursuant to Section 5.29 of this RFP. The local calling area shall be equivalent to the local calling public pay telephone area at each DOC institution. The Offeror must assure that the proposed ITS is capable of identifying a dialed number as local, based on the pay telephone calling area, and correctly rate and route the call.

5.11.3 The Offeror shall install and maintain all telephone circuits necessary to provide local exchange and long-distance calling. All costs shall be the responsibility of the contractor.

5.12

ITS System Calling Protocols

5.12.1 Each call placed through the ITS must be electronically identified by the ITS system as being a call originating from "(name of institution), an Alaska correctional institution," with or without the accompanying inmate PIN. The ITS will provide options to the party called to accept the individual call, not accept the individual call, or not accept any calls from a correctional facility in the future.

5.12.2 If a call is not accepted by the party called, or if no one answers the call, the Offeror's service shall inform the inmate of the situation and not simply disconnect the call.

5.12.3 The ITS must have the capability to accept the called party's response via Dual Tone Multi-Frequency (Touch Tone Pad) input from the telephone. The Proposal shall describe how the ITS system will accept input from rotary dial telephone users.

5.12.4 The ITS shall have the capability to accept the called party's response via voice response. (Yes/No Response)

5.12.5 The ITS shall have the capability to interject messages into a telephone call at random intervals (i.e., "this call is from an Alaska correctional institution") as deemed necessary by DOC and at DOC determined intervals. The content is subject to approval of DOC. This feature must be capable of being heard over and above the caller or called party voices when interjected. The correctional institution must control the activation or deactivation of this feature.

5.12.6 The ITS shall be capable of announcing to the called party the name of the calling inmate. Offerors shall provide a mechanism to record an inmate's name one time to be used each time this announcement is required. The correctional institution must control the activation or deactivation of this feature.

5.13.7 The ITS shall be capable of announcing to the called party how to accept collect calls. The correctional institution must control the activation or deactivation of this feature.

5.12.8 The ITS shall be capable of announcing to the called party the collect call rate, prior to acceptance.

5.13

ITS System Call Recording and Monitoring

5.13.1 The ITS shall be capable of recording all inmate calls simultaneously and at any time that a call is placed. The Proposal shall describe how such recording will be accomplished with the proposed ITS system including the type of equipment and software being used.

5.13.2 The recording feature shall be capable of being de-activated on a per number dialed and/or per PIN basis.

5.13.3 The proposed ITS shall allow DOC personnel to monitor inmate calls while in process ("real time"). This monitoring shall be by specific inmate telephone or station. Any equipment and software required to perform this function shall be provided with the proposed ITS system.

5.13.4 The proposed ITS shall allow live monitoring of inmate calls in progress and/or retrieve archived information from remote locations via telephone.

5.13.5 The proposed ITS shall allow for "real time" audible monitoring of inmate calls by specific inmate PIN entered by DOC personnel. The Proposal shall describe how this monitoring will be accomplished with the proposed ITS.

5.13.6 The voice call recording system proposed with the ITS shall be a fully digital system utilizing a combination of hard drives and optical storage or other state-of-the-art digital drives. Systems utilizing magnetic tapes for voice call recording shall not be considered. The Proposal shall describe the type of voice call storage devices included in the proposed ITS system.

5.13.7 The proposed recording system shall be capable of capturing the conversation of both parties with equal level and quality.

5.13.8 The proposed recording system shall provide the highest quality playback possible by limiting compression as may be required. The Offeror shall assure the DOC that voice playback quality is not compromised by compression techniques and can be easily understood by someone who may not be familiar with the voice being recorded.

5.13.9 The proposed recording system shall have sufficient storage capacity to record and maintain all voice calls for 1 year. The Proposal shall demonstrate that 1 year of calls can be maintained by the use of graphs and charts.

5.13.10 In the event that voice calls are required to be stored (i.e., court order) beyond the 6-month interval; such calls shall be tagged and saved.

5.13.11 In the event that voice retention requirements are increased beyond the 6-month interval, selected equipment shall have the capability without replacement, to meet new storage requirements.

5.13.12 Workstations and related peripheral requirements are described in Section 5 of this RFP. The Offeror shall include good quality speakers and headsets with each workstation for the best quality playback. The Proposal shall describe the quality of the speakers.

5.13.13 The recording system workstations shall be networked on the WAN described in Section 5.3 so that intelligence analysis and investigation can be performed from other correctional institutions and/or the DOC Central Office. Consideration for speed when downloading a recorded call and the ability to rapidly skip through the call to a specific segment is highly important to the investigative staff. Describe how this can be accomplished with the equipment and software proposed.

5.13.14 The recorded telephone conversations of inmates are sometimes used as evidence in criminal or DOC administrative investigations. Therefore, the recording system proposed with the ITS shall provide a portable laptop computer and a USB portable memory device, to be used as a portable playback system allowing for recorded media to be reviewed on-site at DOC institutions or at required off-site locations. A portable laptop computer shall be provided for each DOC institution listed in Table One of this RFP. Such system shall meet the rules of evidence (e.g. an original digitally recorded medium, date and time-stamped, that if tampered with, would show evidence of such tampering).

5.13.15 The portable playback system shall provide for search capabilities allowing DOC investigators to quickly access certain time periods, certain telephone instruments, etc. The ability to fast forward to a specific time within the recorded call is of particular importance. The Proposal shall describe how such a system would be provided to DOC and the capabilities and benefits of such a system.

5.13.16 The PIN shall be recorded at the beginning of each conversation.

5.13.17 The recording equipment shall have "hot swappable" drives and power supplies.

5.14

General ITS Operational Requirements

5.14.1 The Proposal shall describe how the proposed ITS will operate as follows:

- A. Within each DOC facility;**
- B. Throughout all DOC facilities/systems; and**
- B. In conjunction with the Offeror's organization/facilities.**

5.14.2 The Proposal shall describe the network of services required to support the proposed ITS (i.e., ISDN, T-1, and frame relay.). The new network must not be a part of any public network.

5.14.3 The Proposal shall describe how remote access to the ITS system shall be provided.

5.14.4 The Proposal shall describe all electrical and environmental requirements of the ITS system for each DOC facility. Such information shall be provided for all components of the ITS including central processor, recording and monitoring equipment, etc.

5.14.5 The Offeror shall provide and install adequate surge protection for the proposed ITS and its components. The use of traditional "power strips" for surge is not acceptable for this requirement.

5.14.6 The Offeror shall provide and install adequate lightning protection equipment on all network services supplied for the proposed ITS.

5.14.7 The Offeror shall provide an adequate number of uninterruptible power supply (UPS) systems that also have surge protection and line conditioning at each DOC facility capable of supporting all ITS components, including call processors and recording and monitoring devices for a minimum of 1 hour. A UPS capable of supporting each workstation/printer for a minimum of 15 minutes shall also be included.

5.14.8 The Offeror shall provide, install and maintain all ITS UPS system equipment at each of DOC facilities. The Offeror shall replace all UPS system equipment upon expiration of the manufacturer's life cycle of the installed product.

5.14.9 The Proposal shall describe what will occur when commercial power to the ITS is lost.

5.14.10 In the case of the loss of commercial power and the failure of the UPS system, the ITS must automatically restrict or "shut off" all Inmate Station Equipment (Telephones) so that no inmate calls can be made until commercial power is restored.

5.14.11 The Offeror shall propose an ITS capable of recovering from a power outage automatically or remotely, once commercial power is restored.

5.14.12 The Proposal shall describe the space requirements associated with the ITS equipment and software. The Proposal shall clearly define how much physical space is required for each hardware component. The Offeror should be aware that limited space is available in DOC facilities and that a smaller rather than larger space requirement is desired.

5.14.13 The proposed ITS call processor and recording equipment application software shall be administered and operated from a single workstation. The Proposal shall describe such workstation and how the respective manufacturers will remotely maintain application software without compromising other application software and data.

5.14.14 The workstations(s) shall utilize Windows XPB client operating system software or other system approved by DOC. The operating system software shall provide a Graphical User Interface (GUI). Offerors should provide a complete description of any system offered.

5.14.15 Each work site shall have multiple port 100-Base-T connections. The Proposal shall describe what is necessary to accomplish such a connection.

5.14.16 The Offeror shall provide matching manufactured "Equipment Racks" for call processors and recording and monitoring equipment. System hardware accessories shall also be rack mounted. The Proposal shall provide manufacturers' cut sheets and face layouts.

5.14.17 The proposed call processing and recording equipment shall be remotely located in a telephone or computer room or other location to be designated by DOC. The Proposal shall explain how this remote location shall be accomplished and provide line diagrams showing how equipment will be connected.

5.14.18 The Offeror shall provide, at a minimum, a 17"-monitor with each workstation. The Proposal shall indicate the manufacturer and model number of the proposed monitors.

5.14.19 Access to administrative functions and data shall be password protected.

5.14.20 The workstations shall have a microprocessor of 3 GHz or faster, 1 GB random access memory (RAM), a CD RW drive and a USB portable memory device with enough memory to transport a minimum of 45 calls.

5.14.21 The Offeror shall provide one workstation, printer and one laptop computer at each DOC institution listed in Table One.

5.15

ITS System Capacities

The Proposal shall describe the capacities/limits for the proposed ITS. At a minimum, the Offeror shall provide the capacity for each of the following items:

- A. Individual inmate accounts;
- B. Call records;
- C. Simultaneous administrative users;
- D. Workstations;
- E. Silent monitors;

F. Simultaneous users of silent monitor equipment;

G. Inmate telephones; and

H. Telephone calls.

5.16

Software Enhancements/Upgrades

5.16.1 The Proposal shall explain the process for handling requests from DOC for ITS software enhancements. Enhancements shall be at no charge to DOC.

5.16.2 Except for enhancements requested by DOC, the Offeror shall provide, at no cost to DOC, software enhancements/upgrades to the proposed ITS when the enhancement/upgrades are beneficial to either party for the purpose of system security or operational efficiency. **The installed ITS shall always have the latest general release of the system software including operating systems for the system administration or system reporting terminals/PCs.** Beta and field-tested software shall not be provided unless specifically approved by DOC. Prior to any software upgrades or enhancements, the Offeror shall discuss the software benefits with DOC and proceed only after DOC written approval by the contracting officer. A computer system review for upgrade/update will be required at the end of the second year of the Contract.

5.17

General ITS Management Requirements

5.17.1 The Offeror shall propose an ITS that can be administered on-site by Offeror or DOC personnel.

5.17.2 The Offeror shall propose an ITS that allows for changes to be administered in "real time" while the system is in use. The proposed system shall not require the system to be taken off-line to make additions, changes or retrieve reports.

5.17.3 The Proposal shall describe what system administration functions are available with the proposed ITS (i.e., new account entry, account/record modification and account deletion). The Proposal shall provide samples of its user interface screens.

5.17.4 The Proposal shall describe the transfer of inmate records when an inmate is moved from one DOC facility to another.

5.17.5 The Proposal shall describe the ITS system security for all data stored locally or in a central database. Such security description shall include system security as well as how access to such sensitive information shall be performed within the Offeror's organization.

5.18

Data Back-up

5.18.1 The Proposal shall describe the process for ensuring data integrity both in the local and central databases.

5.18.2 The Offeror shall perform all system and database back-ups and archiving. The Offeror shall provide all archival hardware, supplies, and network and recovery procedures to ensure that no data will be lost.

5.18.3 The Offeror shall be capable of recovering all ITS system data for all locations, to the point of full system operation, using a system backup.

5.18.4 The Proposal shall describe the back-up schedule for the following:

- A. The local databases for each DOC facility; and
- B. The central database for the entire ITS system.

5.18.5 The Offeror shall provide for all database information to be stored off site from the Offeror's location (see Section 5.3.04). The Proposal shall describe how this "copy" will be kept current with the other system backups.

5.18.6 The Proposal shall acknowledge that DOC owns all archived information, call detail, inmate records, etc.

5.19 ITS System Reports

5.19.1 The proposed ITS shall provide reporting and querying methods and capabilities that provide maximum flexibility, a user-friendly interface, speed, efficiency and accuracy. The Proposal shall describe the reporting capabilities of the proposed ITS.

5.19.2 The proposed ITS shall allow for the generation of reports by a DOC facility, including Central Office, a combination of DOC facilities or all DOC facilities.

5.19.3 The proposed ITS shall allow for the generation of reports by DOC personnel based on their user level restriction.

5.19.4 The proposed ITS shall allow for the generation of reports by a user-friendly interface. The Proposal shall describe how the user interface will be used for generating reports.

5.19.5 The Offeror shall provide at least one HP laser printer capable of printing a minimum of 15 pages per minute color printer or equivalent for each institution listed in Table One of this RFP. The Offeror shall provide required maintenance for the Contract term.

5.19.6 The proposed ITS shall allow for the generation of standard system reports as well as reports customized for the specific needs of DOC.

5.19.7 The Proposal shall include samples of its standard system reports.

5.19.8 The proposed ITS shall allow for selected reports to be generated automatically based on DOC criteria (i.e., time of day, volume of calls and particular inmate). The Proposal shall describe all options available to DOC for this automatic report generation.

5.19.9 The proposed ITS shall allow for automatic generation of reports on an DOC facility or system wide basis.

5.19.10 The proposed ITS shall provide adequate processing power and memory to allow for rapid search and report generation capabilities.

5.19.11 The proposed ITS shall allow for all report data to be stored in an ASCII file format on removable electronic storage media (i.e., CD-ROM, high capacity diskette, digital).

5.19.12 The proposed ITS shall allow for all report data to be stored in various electronic formats (i.e., standard DBF, FileMakerB, or Microsoft Excel). The Proposal shall list the available electronic formats.

5.19.13 The proposed ITS shall allow for all reports to be viewed in hard copy format or viewed on-line by a user with the proper access level.

5.19.14 The proposed ITS shall provide for the following reports, at a minimum, to be generated for DOC:

- A. Chronological List of Calls;
- B. Daily Call Volume Summary;
- C. Daily Call Volume Detail;
- D. Inmate Account Summary;
- E. Inmate Account Detail;
- F. Frequently Dialed Numbers;
- G. Specific Telephone Number Dialed Usage;
- H. Suspended Inmate Account:
 - I. Alert Notification:
- J. Telephone Numbers Called by More Than One Inmate;
- K. Telephone Numbers Assigned to More Than One Inmate Account;
- L. Quantity of Calls per Inmate Account;
- M. Quantity of Minutes per Inmate Account;
- N. Blocked Telephone Number List;
- O. Local Exchange Volume (by Exchange);

P. Area Code Volume (by Area Code);

Q. Hot number list;

R. PIN/destination correlation; and

S. Billed number account information.

5.19.15 The Proposal shall describe if custom queries can be used by DOC on the new central database.

5.19.16 The proposed ITS shall have import capabilities and be interfaced to the administrative PBX so that respective CDR can be merged on a regular basis for the purpose of operational intelligence. Such interface might be accomplished with spare SMDR ports or "Y" cables. Application software shall be provided for generating reports.

5.20

Inmate Account Information

5.20.1 The Proposal shall describe the options for DOC concerning inmate account information. This description shall include, but not be limited to, such items as PIN, length of inmate name fields (first, middle, last), identifier of DOC facility, comments field, language preference field, account activation date, date of arrival, and current status.

5.20.2 The proposed ITS shall provide alert levels to be placed on an inmate's account information. Such alert levels shall be viewable in real time mode by the system administration terminal or by printed report.

5.20.3 The proposed ITS shall allow DOC to restrict an inmate under disciplinary action from placing all calls assigned to his particular PIN with the exception of privileged numbers.

5.20.4 The Proposal shall state the maximum number of telephone numbers assignable to an inmate's account.

5.20.5 The proposed ITS shall provide the preference of English or other language voice messages or prompts depending on an inmate's account information. The default setting for each inmate shall be English until flagged by DOC personnel to another language.

5.20.6 The proposed ITS shall provide standard language prompts other than English. Any language provided shall be controlled by the inmate's account information. The Proposal shall provide a list of languages available with the proposed ITS.

5.20.7 The proposed ITS shall 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 shall still be capable of being used by inmate accounts not specifically assigned to them.

5.21

Additional Operational Requirements

The proposed ITS shall be capable of being configured to control the amount of time between inmate-completed calls. The proposed ITS shall be capable of placing time limits on calls. DOC shall be capable of enabling and disabling this feature. This time interval shall be configurable by minute increments.

5.22

Transition And Implementation Requirements

DOC presently has an ITS system. The Proposal shall address the transition from the existing ITS to the new ITS at all DOC institutions listed in Table One of this RFP. DOC realizes that some "down time" will occur during this transition but the Offeror shall propose an implementation plan that reduces this "down time" and allows for a smooth progression to the new ITS.

5.22.1 The Offeror shall furnish or cause to be furnished, all labor, supervision, equipment, materials, and supplies necessary to install the proposed ITS systems.

5.22.2 The Proposal shall provide a transition and implementation plan which shall include, but not be limited to, the following components:

- A. A time line for all facilities;
- B. Transition procedures from the existing ITS system to the new ITS System;
- C. Staffing requirements of DOC for each facility;
- D. Responsibility of DOC staff at each facility; and
- E. Make-up of the Offeror's implementation team.

5.22.3 The Proposal shall provide an implementation plan that shall include a detailed explanation of the following items:

- A. Pre-installation procedures for each DOC facility;
- B. Pre-installation procedures for the complete ITS system;
- C. Network service coordination requirements;
- D. Software programming;

- E. Equipment delivery schedules;
- F. Equipment security procedures;
- G. Equipment/system installation procedures;
- H. Station Equipment installation procedures;
- I. ITS system testing;
- J. Offeror central site planning and implementation; and
- K. Actual ITS system cutover to service.

5.22.4 The Offeror shall remove the existing Inmate Station Equipment (Telephones) in all DOC facilities listed in Table One of this RFP and replace them with new telephones at no cost to DOC. Existing equipment is the property of the current contractor, Evercom Systems, and must be returned to them at Evercom expense.

5.22.5 In the event of a problem or question of continuity arising during installation of the proposed ITS system, the Offeror shall make provisions for joint testing of the ITS system by the Offeror and DOC at no additional cost to DOC.

5.22.5 The Offeror shall be responsible for the generation and creation of the system database(s) required to provide a fully operational ITS. As requested, the DOC shall provide the Offeror with appropriate information.

5.22.7 The Proposal shall describe how the current system database information, including inmate profile and call records, will be retained during conversion to the new ITS system.

5.23 Implementation Team

5.23.1 The Proposal shall specify the members of the team and their responsibilities for installing the proposed ITS at each DOC facility.

5.23.2 The Proposal shall state the requirements and responsibilities of DOC's implementation team.

5.23.3 The Offeror shall assign one project manager to oversee the ITS. This project manager shall act as a single point-of-contact for DOC during the life of this ITS system implementation.

5.23.4 The Offeror shall warrant that each member of the implementation team who will service the proposed ITS system has been fully trained and certified by the manufacturer as qualified to service the proposed ITS.

5.24

ITS System Testing

The Proposal shall provide a comprehensive functional test plan to assure DOC of the ITS system's readiness to accept inmate call out traffic. This test plan shall include a checklist of items to be performed by the Offeror's implementation team and verified by the DOC staff.

5.25

ITS System Acceptance

The Proposal shall provide a comprehensive acceptance plan for the ITS at each DOC facility. ITS system acceptance shall be determined by a consecutive 30-day period during which the system shall function "error free." The Offeror shall work with DOC to determine the actual definition of "error free" operation. Failure of the system to meet mutually agreed upon acceptance criteria for more than 30 days may result in DOC requesting replacement of that particular system. Additional acceptance requirements are stated in Section 3.5.1 of this RFP. Where a conflict exists, the more stringent requirement as determined by the DOC shall apply.

5.26

ITS System Documentation

5.26.1 At the completion of the ITS system installation and implementation, the Offeror shall provide a complete set of ITS system reference manuals that must include information specific to the installation at each DOC facility.

5.26.2 The Offeror shall supply trouble logs for all problems reported on the ITS system on an as needed basis.

5.26.3 The Offeror shall supply all necessary documentation to the DOC site administrator relating to maintenance contact numbers, maintenance reporting procedures, and maintenance escalation procedures, etc.

5.27

Training Requirements

It is critical to the success of the installation of the ITS that DOC personnel be thoroughly trained in various aspects of the system operation. Therefore, the Offeror shall provide a complete training schedule based on the following requirements.

5.27.1 The Offeror shall provide training to DOC at no cost.

5.27.2 The Offeror shall provide end-user training on site at the various DOC facilities.

5.27.3 The Offeror shall provide on-site training for various levels of DOC staff including part-time and full-time system administrators, special investigators, and data entry specialists.

5.27.4 The Offeror shall provide training for all assigned ITS system users on the following matters:

- A. How to create, delete and modify inmate records;
- B. How to generate appropriate system reports;
- C. How to maintain alert levels and respond accordingly when these levels are exceeded;
- D. How to change inmate restriction levels;
- E. How to initiate system restrictions including the shutting down of individual inmate telephones, groups of inmate telephones or the entire facilities' systems; and
- F. How to use any filters to further refine searches for reports.

5.27.5 The Offeror shall provide training on all components of the ITS.

5.27.6 The Offeror shall provide full training on the provided recording equipment including the live monitoring of inmate calls, playback of archived calls and the transfer of calls to other media for playback at off-site locations.

5.27.7 The Offeror shall provide refresher ITS system training for existing DOC personnel when required by DOC and at no cost to DOC.

5.27.8 The Offeror shall provide additional training for new DOC personnel when required by DOC and at no cost to DOC.

5.27.9 The Proposal shall describe any advanced ITS system training that may be available to DOC personnel whether provided on-site at an DOC facility or off-site at the Offeror's training facilities.

5.27.10 The Proposal shall include the name and the title of the person who will have the overall responsibility for training.

5.27.11 Written material utilized in the training program shall become the property of DOC upon completion of the training sessions.

5.27.12 The proposed ITS shall provide for on-line help for ITS operation, administration, reporting and management functions.

5.28 Post Installation And Expansion Requirements

5.28.1 DOC may require the addition of equipment at its facilities after the original installation of the proposed ITS. The Offeror shall install additional equipment within 30 days of notification from DOC authorized personnel. This equipment and installation shall be at no cost to DOC.

5.28.2 The Offeror shall be responsible for making all ITS system modifications necessary to allow inmates to place calls as industry dialing requirements change, at no additional cost to the DOC.

5.28.3 The Offeror shall be responsible for complying with and updating the ITS system for any regulatory changes and requirements during the Contract term, at no additional cost to DOC. These regulatory changes and requirements include federal, state, county and municipal modifications.

5.28.4 All call processing and call rating information shall be kept current by the Offeror to ensure the ability to place calls. This information includes, but is not limited to, local exchanges, area codes, vertical and horizontal coordinates, and any other information necessary to accurately process and rate calls. The Offeror shall provide DOC with rating information for all cases when requested by DOC.

5.28.5 DOC reserves the right to renegotiate the Contract in the event that, (A) calling rates become noncompetitive and/or (B) advances in technology, equipment and/or software are such that retaining existing equipment and/or software would not be in DOC's best interest. (C) if the number or minutes of calls increase substantially due to unforeseen circumstances.

5.29

Prepaid Calling Requirements

5.29.1 The proposed ITS must provide for inmate use through prepaid calling in addition to collect call mode. The Offeror shall develop a prepaid calling plan that shall allow for the establishment of a new prepaid account with the Contractor to be funded by a person(s) on the inmate's calling list who is duly approved by the DOC to receive calls from an inmate, as a voluntary alternative calling and payment procedure to the standard collect call procedure. Those accounts shall be established without an account set-up fee. This pre-paid program will not require staff time, maintenance, or cost from the DOC. The Offeror shall be responsible for providing staffing and any other resources necessary to implement a prepaid calling plan. The rates for consumer charges under the prepaid calling plan are set forth in Sections 5.28.8, 5.28.9, and 5.28.11. The commission owed to the DOC under the pre-paid calling plan is set forth in Section 5.29.10. **Prepaid calling cards if approved and utilized must be available through the facility commissary.**

5.29.2 At the beginning of the contract term, the prepaid, PIN-controlled mode shall be fully implemented at all DOC institutions listed in Table One. It is the intention of DOC to implement the ITS in a prepaid mode for all 50 states, United States territories and international countries.

5.29.3 The proposed ITS shall process prepaid or collect calls depending on the choice made by the inmate caller or automated equipment. When placing a call, the inmate will be prompted, in advance, of insufficient funds on the account. The ITS shall confirm that funds are available in the pre-paid account after the telephone number and PIN are dialed by the inmate, but prior to placing the call.

5.29.4 In order to utilize the features of the prepaid calling plan, the ITS system must be configured to use system PINS for phone calls. The ITS prompts for this information after capturing the dialed digits for each call. The ITS system should use both the called number and the PIN to make prepaid call decisions. The PIN and telephone number identifies the prepaid account that must be checked for a sufficient balance. In order to insure appropriate coverage of prepaid call charges, the ITS system should freeze sufficient number of minutes allowed by the duration controls and the prepaid call rates which are mileage banded, date, and time-of-day sensitive. Money is frozen so that no other withdrawals may be made on that account while a call is in session. If the account balance is less than the amount needed to cover the maximum allowed call duration, the call is processed either as a prepaid call, but only for the length of time allowed by the existing balance or processed as a collect call.

5.29.5 The proposed ITS must provide for true "answer supervision" for the debiting of prepaid charges. Debiting shall begin when the call is answered by the called party and shall terminate when either the inmate or the called party hangs up.

5.29.6 The Offeror shall provide the prepaid call services required in this RFP through the use of an automated operator. An inmate shall never be connected to a "live" operator.

5.29.7 The Offeror must describe the following functionality when the ITS system is operating in a prepaid mode:

A. Prompts inmate callers of:

- (1) The dialed number is not on the inmate's approved calling list.
- (2) To select the pre-paid or collect option after the phone number and PIN is keyed in, unless automated equipment handles this function.
 - a. The call being terminated because of insufficient funds in the pre-paid account.

D. Checks account balance to determine whether sufficient funds exist to place the call.

E. Sets the minimum and maximum call durations.

E. Allows or restricts calls based on standard call controls such as PIN, called number, phone used, and time of day.

5.29.8 The Offeror's Inmate Class of Service prepaid call rates charged to the inmate, within Alaska, regulated by the RCA, shall not exceed tariff per minute rates and tariff per call surcharges, applicable to local, intrastate/intraLATA toll and intrastate/interLATA calls originating from DOC facilities collectively, including surcharges. The called party will pay a per call surcharge regardless of the duration of the call, in addition to specified per minute rates that vary based upon the type of call. The intrastate/intraLATA per minute rates are mileage banded, date, and time-of-day-sensitive. The Offeror's Intrastate Tariff Rates shall remain fixed for the term of the Contract and not be changed without the DOC's written consent.

5.29.9 The Offeror's rates charged to the called party for **prepaid** calls outside of Alaska, regulated by the FCC, shall not exceed the tariff per minute rate for prepaid long distance calls and shall not exceed the surcharge rate for Inmate Class of Service. The Offeror shall provide its interstate per minute rate and surcharge. The Offeror's interstate tariff rate and surcharge shall remain fixed for the term of the Contract and not be changed without the DOC's written consent.

5.29.10 The Offeror shall provide a percentage of the gross call cost for all answered prepaid calls as a monthly commission fee to DOC. The monthly commission percentage paid to DOC shall not be less than 50% of the gross call cost for all answered prepaid calls. The Offeror shall not deduct fraudulent, un-collectible or un-billable calls, Local Exchange Carrier (LEC) access, LEC or long distance usage, maintenance or any costs of running the ITS, from the gross call cost for all answered prepaid calls prior to applying the commission percentage rate for DOC. In other words, the commission percentage rate shall be based on gross call cost including per call surcharges and per minute charges, not the net after expenses.

5.29.11 The Offeror's Rates for international calls shall be the current prevailing cost for international calls to the specific country being called.

5.29.12 A check for the commission amount, for the prepaid mode, shall be sent to DOC no later than 45 days after the close of the billing month. For example, a commission check for calls made during April shall be forwarded to DOC no later than June 15th. A summary report shall be provided with each commission check, that includes the following :

- A. Total commission figure broken down by institution;
- B. Listing of total minutes, total calls by institution;
- C. Amount billed for services at each institution.

5.29.13 Inmates will get information on how to use the prepaid calling plan and how their family and friends can use it. The Contractor will provide information to the DOC outlining the policies and procedures of the prepaid calling plan, including but not limited to, a description of the features of the plan and instructions to families and friends as to how to set up the account. The DOC will then distribute this information to inmates. The Contractor shall work with the DOC to educate the inmates, friends, and families regarding the process for establishing a prepaid account and understanding the features of the plan. The Contractor will publish a "1-800" number for inquiries related to the prepaid calling plan. The Contractor's representatives will assist inmate family members and friends with payment questions and other customer service inquiries. The Contractor shall provide information regarding hours and days of operation of the customer service system on a 24 x 7 basis. All hours of operation shall be shown using Alaska time.

5.30 Phase Out Plan

The Proposal shall describe a plan for a phase-out situation at the expiration or termination of the Contract term should the Offeror not be selected for the next contract to provide an ITS to

DOC. Upon the expiration or termination of the Contract, should DOC award any succeeding contract for inmate telephone service to a vendor other than Offeror-Contractor, Offeror-Contractor agrees to cooperate fully and in all respects with the DOC, and the new contracted vendor in accomplishing an efficient and effective transfer of responsibilities.

5.31

Installation of the ITS Equipment and Software

5.31.1 Installation shall conform to the applicable Alaska Building Code, National Electric Code (NEC) and all other applicable national, state, and local codes and with accepted telecommunications' industry standards.

5.31.2 Where components, cables, cabinets, etc. are mounted on walls, ceilings, etc., suitable anchors shall be used, so that if any one hanger should fail, the device will remain securely in place.

5.31.3 Unless otherwise noted, all cable and components shall be supported by the building structure. Cables shall not be fastened to or lay on, a suspended ceiling. Cables shall not be fastened to the support wires of suspended ceilings, electrical conduits, or any mechanical or plumbing system pipe or other equipment.

5.31.4 All manufacturers' specifications and recommendations shall be strictly adhered to. Cable pulling tension and bend radii are critical because improper handling will cause physical abnormalities that will cause signal degradation.

5.31.5 The Offeror shall re-use existing station cabling installed at each DOC institution for the Inmate Station Equipment (Telephones). In cases where existing cabling cannot be used, the Offeror shall install new station cabling (Category 5E minimum) at no cost to DOC. Any new cabling shall include wall plate, cross connection, patch cords, etc., as required by the DOC.

5.31.6 The Offeror shall obtain DOC's 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. DOC does not anticipate that such work will be required to install the ITS equipment.

5.31.7 The Offeror shall protect all building components, finishes and equipment from damage and, if so damaged, the Offeror shall be responsible for any needed repairs or replacements, to the satisfaction of DOC.

5.31.8 The Offeror shall always keep the work site free from accumulation of waste materials and/or rubbish resulting from delivery of services. Offeror shall keep the site at least broom clean. Upon completion of installation at the work site, Offeror shall ensure that all of Offeror's tools, construction equipment, machinery, temporary structures; surplus/waste materials and rubbish are removed from the worksite.

5.31.9 Exposed wiring, wire mold or other surface mounted raceway shall not be permitted in finished areas unless pre-approved by DOC.

5.31.10 The Offeror shall provide all necessary labor, equipment and accessories to

complete the installation work in a satisfactory manner.

5.31.11 The Offeror shall ensure that all of its work and materials shall comply with all local, county, state and federal laws, ordinances and regulations as well as any direction of inspectors appointed by proper authorities having jurisdiction at each DOC facility.

5.31.12 The Offeror shall acquire all necessary permits, etc. Should violation of Codes occur relating to this ITS, the Offeror shall correct the situation at no cost to DOC.

5.31.13 The Offeror shall conduct all work in harmony with other trades.

5.32

Wiring Standard

5.32.1 Any additional wiring work that is done shall be performed in accordance with the manufacturers' published standards and guidelines for a premise distribution system. The purpose is to establish the highest level of end-to-end capability and to prepare for future requirements.

5.32.2 Offeror shall follow manufacturers' wiring standards for cross-connect activities and any additional wiring that may be required throughout the building.

5.32.3 The Offeror is responsible for cross-connecting new systems to existing wiring schemes. Offeror should not assume that existing facility wiring is properly labeled and identified.

5.32.4 Offerors shall assume that there will be some changes to current station arrangements.

5.32.5 Grounding and bonding shall meet or exceed EINI-607,

5.32.6 Additional telephone station wiring shall be twisted pair, 24 gauge, Category 5E, and shall be UL listed CMP, and shall conform to accepted industry, FCC and NEC Standards as applicable to size, color code, insulation, etc. All Offeror installed wiring shall be new.

5.32.7 Cable connections, splicing and termination shall be done in accordance with accepted industry practices and manufacturer's instructions.

5.32.8 All supporting devices for the cabling must not pinch, bind, crimp, or in any other manner cause the physical or performance characteristic alterations of the cables.

5.32.9 The Offeror shall be responsible for all costs associated with the testing of wiring, both new and old, in preparation for the implementation of the new ITS.

5.32.10 The Offeror shall be responsible for assuring that existing station wiring will not adversely affect the performance of the Offeror's equipment or subsystems and that distribution to user terminals will meet manufacturers and the DOC requirements.

5.32.11 The Offeror shall work with the DOC to determine the exact times when Inmate Station Equipment (Telephones) can be replaced to reduce "down time".

5.33

Patching and Painting

Offeror is responsible for restoring damaged walls, ceilings, and/or wall coverings to their original condition.

5.33.1 The quality of workmanship shall be "Type 1 - Recommended," as set forth in the latest edition of the Painting Specifications of the Painting and Decorating Contractors of America,

5.33.2. The quality of patching shall maintain the same fire rating as the original wall or ceiling covering.

5.33.3 Cutting and patching requirements shall be submitted to the DOC project representative for their approval.

5.34

Fire Stopping and Smoke Seals

Fire stopping includes, but is not limited to, openings in fire-rated floors and walls for cables, conduits and trays. Fire stopping materials shall conform to ratings as required by local and state building codes and as tested by nationally accepted test agencies per ASTM E814 and UL 1479 fire tests.

5.34.1 Fire ratings shall be a minimum of one (1) hour but not less than the fire resistance of the floor or wall being penetrated.

5.34.2 Codes and Standards for fire stopping materials include:

ASTM E814

UL 1479

NFPA 101-88. 6-2/2/5 and 6-2.2.8

5.34.3 Installation shall conform to manufacturer's printed instructions for installation.

5.34.4 Fire stop materials shall be non-combustible silicone elastomer sealant having a UL classification as a "fill, void or cavity material."

5.34.5 The Offeror shall submit manufacturer's product data, specifications, and installation instructions to the DOC Project Representative for review and approval prior to making any penetrations.

5.34.6 All penetrations and accompanying fire stopping shall be documented in writing by the Offeror. Such records shall include objects penetrated, characteristics of the penetration, and location,

5.34.7 DOC staff and applicable Code authorities shall examine fire stops prior to closing out work.

5.34.8 Fire stopping of new penetrations shall occur by the end of each working day.

5.35

Security

The work comprising this ITS shall be performed at DOC institutions listed in Table One. The Offeror and subcontractors shall comply with the following special working conditions:

5.35.1 Be cleared for security access by DOC. Offeror shall submit a list of names of all persons expected to be on the work site. The completed list shall be submitted, for approval, to the DOC prior to any person's appearance at the work site. See attachment 10, Security Information Sheet.

5.35.2 Daily check-in with DOC security and follow all DOC security rules.

5.36 Safety

5.36.1 Offeror shall comply with federal, state, municipal, and OSHA laws, rules, regulations, and code requirements.

5.36.2 Offeror shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with performing Contract services. Offeror shall take all reasonable precautions for safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to the following: (A) all employees providing service and other persons who may be affected thereby; (B) all materials and equipment to be used in providing the services; and (C) other property at the site or adjacent thereto.

5.36.3 Offeror shall ensure that required fire-fighting apparatuses are accessible at all times. Flammable materials shall be kept in suitable places outside the DOC institution.

5.36.4 The Offeror shall comply with all DOC requirements for facility access including, but not limited to, tool control, background checks and dress code,

5.37 Problem Notification

If the Contractor becomes aware of possible problems that could result in delay in completion of the ITS system or schedule then immediately notify the designated DOC project representative by telephone, with written confirmation within 72 hours, giving the cause and probable effect, and recommendations for corrective action. Failure to promptly notify DOC may be a basis for determining Contractor's negligence in an otherwise excusable delay. Possible delay problems shall not be interpreted as relieving the Contractor from contractual responsibilities.

5.38 Delivery

DOC may delay any delivery to a mutually agreeable time. All deliveries shall be FOB destination. The Offeror shall be on-site to receive all deliveries.

5.39 Work Schedule

The successful contractor will be required to submit their filing for RCA certification within 30 days of contract award.

The systems must be installed and fully operational within 120 days of RCA certification of the successful contractor. The successful contractor must comply with all RCA requirements.

SECTION SIX PROPOSAL FORMAT AND CONTENT

6.01

Proposal Format and Content

[a] General Information:

The State discourages overly lengthy and costly proposals. However, in order for the State to evaluate proposals fairly and completely, offerors should follow the format set out herein and provide all of the information requested.

Proposals should be prepared without expensive artwork, unusual printing or materials not essential to its utility and clarity. Written proposals should be submitted stapled or in binders (3-hole punched) to facilitate duplication if necessary.

To facilitate review of the proposals on an equitable basis, a maximum of 100 pages (12 point type and 8.5 x 11" page size) may be used for the body of the proposal. The number of pages that may be included in the appendices is not limited in order to provide the opportunity to include additional information.

The proposals should be presented in the order set forth below. Each section should be numbered and titled with the corresponding number and titled section, with all relevant material included. Each page should be numbered consecutively and supplemental materials should be presented as labeled appendices, each of which is referenced in the text of its respective section.

[b] Proposals shall contain the following items in the order listed: (Refer to Sections 6.02-6.06 for an explanation of each category and additional details).

- (1) Table of Contents
- (2) Introduction
 - Offeror Information and Assurance Form
 - Licensing Requirements
 - Conflict of Interest Statement
- (3) Technical Proposal
 - Understanding of Work and Plan for Service
 - Experience and Qualifications
 - Budget Narrative
- (4) Cost Proposal
- (5) Alaska Offeror's Preference

6.02

Table of Contents

List each section of the proposal with applicable page number. If appendices are included, provide a list identifying the contents of each.

6.03

Introduction

This section shall contain the following:

- [a] Offeror Information and Assurance Form (RFP Attachment #4). This form must be signed by an individual or company officer empowered to bind the company. One of the proposals should be marked "original" and contain the original signed Offeror Information and Assurance Form.
- [b] Licensing Requirements – Offerors shall include acceptable evidence that the offeror possesses a valid Alaska Business License and meets any professional license(s) or certification requirements outlined in Sections 2.07 and 6.04[b].
- [c] Conflict of Interest Statement – Offerors shall include a statement identifying any conflicts of interest that may exist; or a statement that none exist.

6.04

Technical Proposal

- [a] Understanding of Work to be Performed and Plan for Service

Describe in detail your understanding of the work that is to be performed as presented in Sections Four and Five of this RFP. Offerors must provide a comprehensive narrative statement that illustrates their understanding of the requirements of the services and outcomes to be achieved.

Additionally, offerors must provide a comprehensive narrative statement that sets out their plan for providing the services and illustrates how their plan will serve to accomplish the work addressed in Section Five of this RFP. This section of the proposal must include a proposed work schedule for providing the services, to include all items specified in Section 5 of this RFP.

This section should not merely paraphrase the scope of services from the RFP. This section must demonstrate an understanding of what has been requested, the major issues involved, and what must be done to accomplish the objectives.

Include in this section how much travel is anticipated in the performance of this contract.

If you are providing a proposal that utilizes a subcontractor approach with one or more firms, you must detail how each firm's work will assist in the work to be performed.

- [b] Experience, Qualifications, and Organizational Structure

Staff Qualifications – A current resume/vitae of education, training and experience for each individual (contractors, contract staff, subcontractors, and volunteers) who will be providing direct treatment services must be included with the offeror's proposal. If the offeror proposes to utilize a subcontractor for the provision of services, a letter of commitment and current resume/vitae from each proposed subcontractor must also be included with the offeror's proposal. (See Section 1.14 for more information on subcontracting.)

Resumes must include information that clearly delineates the qualifications, training, and experience of each individual who has been identified to provide services under the terms of the contract. (Copies of current state licenses and certifications must also be included, as appropriate. See Section 6.03[b]).

Experience Providing Services – (Distinguish between an agency or individual managing or administering services as opposed to direct services provision.) The offeror must indicate prior experience in administering the services required under this RFP, or similar services, including any experience in providing services within correctional environments and/or to correctional clientele. At a minimum, offerors should address the following in their submitted proposals:

Include a description of similar services provided and dates;

Include reference names and phone numbers that can provide confirmation of services rendered.

Governing Policies – if applicable, include a copy.

Litigation History – Offeror must include a summary of all litigation (including bankruptcy cases) associated with providing the same services, or services similar to those required in this RFP. Include past five years and present litigation in which the offeror (and any person in this offeror's current administration who will be responsible for the administration or operations related to providing these services) has been named a party, including state jurisdiction, case number, and final disposition. Litigation of personal issues not germane to the services herein (i.e., automobile not related to substance abuse, divorce, child custody or support) is not required.

[c] **Budget Narrative**

Proposers are to include an explanation of how the costs were derived in sufficient detail to allow analysis of the logic, adequacy, and appropriateness of the offeror's proposed budget. (The proposal's budget narrative will be evaluated as part of Section 6.04[a].)

Personnel – The rates proposed must include all direct and indirect costs associated with performance of the services required in this RFP. Direct cost is the cost of the individual's time providing the direct service that includes, but is not limited to, personnel costs and fringe benefits. Indirect costs associated with the performance with this contract include but may not be limited to insurance, supplies, overhead, local travel, etc.

Travel Expenses – Proposed compensation for travel, if applicable, (and in general for offerors who live outside the service area) for the purpose of providing services under Section Five of this RFP should be clearly stated in the budget narrative and cost proposed. Offerors should clearly specify the number of trips that will be necessary (annually) to provide services as specified in their proposed Plan for Services. Provide as much detail as necessary to support any travel and related costs.

Compensation for travel, if proposed, may consist of lodging, meals, and travel expenditures for the purpose of providing services under this RFP. See Attachment #10 for travel reimbursement policy.

6.05**Cost Proposal**

Offerors must submit their proposed cost in a separate sealed envelope marked "Cost Proposal". The total cost on the cost proposal form will be the figure used in the calculation to convert cost to points.

The proposed rate on the cost proposal form (and to include any revisions established through the negotiation process) will be binding upon the successful offeror for the full term of the contract including any renewals.

6.06**Alaska Offeror's Preference**

Offerors shall include, if applicable, a signed certification of qualification as an Alaska Bidder as outlined in Paragraph 2.13 and Attachment 7.

Other Preferences – see paragraphs 2.14 - 2.17 for specific information.

6.07**Evaluation Criteria**

All proposals will be reviewed to determine if they are responsive. They will then be evaluated using the criteria set out in Section 7.

An evaluation may not be based on discrimination due to the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation of the offeror.

**SECTION SEVEN
EVALUATION CRITERIA AND CONTRACTOR SELECTION**

**THE TOTAL NUMBER OF POINTS USED
TO SCORE PROPOSALS SUBMITTED IS 100**

**7.01
Understanding of the Project (5 Percent)**

Proposals will be evaluated against the questions set out below:

- [a] How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
- [b] How well has the offeror identified pertinent issues and potential problems related to the project?
- [c] How well has the offeror demonstrated an understanding of the deliverables the state expects it to provide?
- [d] How well has the offeror demonstrated an understanding of the state's time schedule and how it will meet it?
- [e] How well has the offeror demonstrated its understanding of the state's requirement for a state of the art current technology inmate phone system?

**7.02
Methodology Used for the Project (5 Percent)**

Proposals will be evaluated against the questions set out below:

- [a] How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?
- [b] How well does the methodology match and achieve the objectives set out in the RFP?
- [c] Does the methodology interface with the time schedule in the RFP?

7.03

Management Plan for the Project (5 Percent)

Proposals will be evaluated against the questions set out below:

- [a] How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?
- [b] How well is accountability completely and clearly defined?
- [c] How well has the offeror described the organization of the project team?
- [d] How well does the management plan illustrate the lines of authority and communication?
- [e] How well has the offeror described its understanding of the requirements for hardware, software, equipment, and licenses necessary to perform the contract?
- [f] How well has the offeror described its ability to meet the schedule set out in the RFP?
- [g] Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?
- [h] To what degree is the proposal practical and feasible?
- [i] How well has the offeror identified potential problems?

7.04

Experience and Qualifications (15 Percent)

Proposals will be evaluated against the questions set out below:

Questions regarding the personnel:

- [a] Do the individuals assigned to the project have experience on similar projects?
- [b] Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?
- [c] How well has the offeror described the applicable education and experience of the personnel designated to work on the project?

Questions regarding the firm:

- [d] How well has the firm demonstrated experience in completing similar projects on time?
- [e] How successful is the general history of the firm regarding timely and successful completion of projects?
- [f] Has the firm provided required letters of reference from previous clients?
- [g] If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the offeror?
- [h] Has the offeror provided all necessary information regarding subcontractors who will work on the project?

7.05

Contract Cost (60 Percent)

Overall, a minimum of 60% of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under Section 2.13.

Converting Cost to Points

The cost proposal providing the largest percentage of generated revenues (minimum of 50%) to the State will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in Section 2.15.

7.06

Alaskan Offeror's Preference (10 Percent)

If an offeror qualifies for the Alaskan Bidder Preference, the offeror will receive an Alaskan Offeror's Preference. The preference will be 10 percent of the total available points. This amount will be added to the overall evaluation score of each Alaskan offeror.

SECTION EIGHT ATTACHMENTS

8.01 Attachments

1. Checklist
2. Acknowledgment Form
3. Offeror Information and Assurance Form
4. Standard Contract Form (example)
Standard Contract Form
Appendix A
Appendix B1
5. Proposal Evaluation Form
6. Certification of Entitlement to the Alaska Bidder Preference
7. Security Clearance Form (example)
8. Department Policies & Procedures 202.01, 202.03
9. Travel Expense Information
10. Security Information Sheet
11. Local Call Information

PROPOSAL RESPONSIVENESS CHECKLIST**INMATE TELEPHONE SYSTEM****RFP # 2008-2000-7549**

The following information must be included in each proposal. Offerors who do not respond to each item as specified below will be considered "non-responsive" and the proposal will not be accepted for evaluation and possible award of contractual services.

This checklist may not be all inclusive of the items required to be submitted in the proposal. In case of a conflict between this checklist and the RFP, the requirements of the RFP will prevail. (Offerors are encouraged to use this checklist in preparation of proposals.)

Description	Checklist
Proposal (sealed) received by 2:30 p.m. January 15, 2008, in the office of the procurement officer	
Proposal includes original & 6 Copies (7 total copies)	
Table of Contents (sec. 6.02)	
Offeror Information & Assurance Form – signed & notarized (sec. 603[a])	
Evidence of Alaska Business License (sec. 2.11, 6.03[b])	
Conflict of Interest Statement (sec. 1.17, 603[c])	
Statement of Understanding & Plan for Service (sec. 6.04[a])	
Experience & Qualifications (sec. 2.07, 6.04[b])	
Proposed Cost Form (sec. 6.05)	
Alaska Bidder Preference Certification (if applicable/sec. 2.13, Attachment 7)	

Attachment 2

RFP RECEIPT ACKNOWLEDGMENT FORM

(Return to Procurement Officer listed on page 1 as soon as possible)

INMATE TELEPHONE SYSTEM

RFP # 2008-2000-7549

ISSUED

December 19, 2007

I have received the above specified RFP and

DO INTEND TO RESPOND WITH A PROPOSAL _____

DO NOT INTEND TO RESPOND WITH A PROPOSAL _____

AGENCY/ORGANIZATION/INDIVIDUAL

ADDRESS

SIGNATURE

DATE

Attachment 3

OFFEROR INFORMATION AND ASSURANCE FORM

Request for Proposals # 2008-2000-7549

Department of Corrections

Title: _____
Location of Project: _____
Contract Projected to Begin: _____
Contract Projected to End: _____

A. Offeror's (Agency or Individual) Name: _____

B. Offeror's Address: _____

Telephone Number: _____ Fax: _____ E-Mail: _____

C. Status: For Profit: _____ Non-Profit: _____ Other: _____

D. Alaska Business License Number: _____

E. Internal Revenue or Social Security Number: _____

F. Professional Registration Number (if applicable): _____

G. Recipient Contact Person: _____

H. Authorized Representative: _____

I. **TERMS AND CONDITIONS:** By signature on this page, the Offeror certifies that it is complying with all terms and conditions set out in this RFP.

J. The Offeror(s), by execution of the **Offeror Information & Assurance Form**, agrees to be bound by the terms of the RFP and proposal for a period of not less than ninety (90) days after the proposal due date.

Offeror's Authorized Signature and Title*
(must be sworn before a notary public)

Date (Month, Day and Year)

Sworn to and subscribed before me this _____ day of _____, 20____.

NOTARY PUBLIC
My commission expires:

* Proposals must be signed by an individual authorized to bind the offeror to its provisions (see sections 2.01 and 6.03[a]).

Attachment 4.

**STANDARD CONTRACT FORM
Goods and Non-Professional Services**

1. Agency Contract Number	2. Contract Title	3. Financial Coding	4. Agency Assigned Encumbrance Number	
5. Vendor Number	6. Project/Case Number	7. Alaska Business License Number		
This contract is between the State of Alaska,				
8. Department of		Division	hereafter the State, and	
9. Contractor				hereafter the Contractor
Mailing Address	Street or P.O. Box	City	State	ZIP+4

10.

ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.

ARTICLE 2. Performance of Contract:
 2.1 Appendix A (General Conditions), Items 1 through 17, govern contract performance.
 2.2 Appendix B sets forth the liability and insurance provisions of this contract.
 2.3 Appendix C sets forth the scope of work/services to be performed by the contractor.

ARTICLE 3. Period of Performance: The period of performance for this contract begins _____, and ends _____.

ARTICLE 4. Considerations:
 4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed \$ _____ in accordance with the provisions of Appendix D.
 4.2 When billing the State, the contractor shall refer to the Agency Contract Number and send the billing to:

11. Department of	Attention: Division of
Mailing Address	Attention:

12. CONTRACTOR	13. CONTRACTING AGENCY
Name of Firm	Department/Division
Signature of Authorized Representative	Signature of Procurement Officer
Typed or Printed Name of Authorized Representative	Typed or Printed Name of Procurement Officer
Date	Date

SCF.DOC(02/04/05)

APPENDIX A¹

GENERAL CONDITIONS

1. Inspection and Reports:

The department may inspect, in the manner and at reasonable times it considers appropriate, all of the contractor's facilities and activities under this contract. The contractor shall make progress and other reports in the manner and at the times the department reasonably requires.

2. Suitable Materials, Etc.:

Unless otherwise specified, all materials, supplies or equipment offered by the contractor shall be new, unused, and of the latest edition, version, model or crop and of recent manufacture.

3. Disputes:

Any dispute arising out of this agreement shall be resolved under the laws of Alaska. Any appeal of an administrative order or any original action to enforce any provision of this agreement or to obtain any relief from or remedy in connection with this agreement may be brought only in the superior court for the State of Alaska.

4. Default:

In case of default by the contractor, for any reason whatsoever, the State of Alaska may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law or equity.

5. No Assignment or Delegation:

The contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Procurement Officer.

6. No Additional Work or Material:

No claim for additional supplies or services, not specifically provided in this contract, performed or furnished by the contractor, will be allowed, nor may the contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Procurement Officer.

7. Independent Contractor:

The contractor and any agents and employees of the contractor act in an independent capacity and are not officers or employees or agents of the State in the performance of this contract.

8. Payment of Taxes:

As a condition of performance of this contract, the contractor shall pay all federal, State, and local taxes incurred by the contractor and shall require their payment by any Subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the State under this contract.

9. Compliance:

In the performance of this contract, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws; and be liable for all required insurance, licenses, permits and bonds.

10. Conflicting Provisions:

Unless specifically amended and approved by the Department of Law the General Conditions of this contract supersede any provisions in other appendices.

11. Officials Not to Benefit:

Contractor must comply with all applicable federal or State laws regulating ethical conduct of public officers and employees.

12. Contract Prices:

Contract prices for commodities must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized without further cost. Prices for services must be in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost.

13. Contract Funding:

Contractors are advised that funds are available for the initial purchase and/or the first term of the contract. Payment and performance obligations for succeeding purchases and/or additional terms of the contract are subject to the availability and appropriation of funds.

14. Force Majeure:

(Impossibility to perform) The contractor is not liable for the consequences of any failure to perform, or default in performing, any of its obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the contractor. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

15. Contract Extension:

Unless otherwise provided, the State and the contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect, and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least thirty (30) days before the desired date of cancellation.

16. Severability:

If any provision of the contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

17. Continuing Obligation of Contractor:

Notwithstanding the expiration date of this contract, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired.

APPENDIX B¹
INDEMNITY AND INSURANCE

Article 1. Indemnification

The Contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the Contractor under this agreement. The Contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Contracting agency's selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor's work.

Article 2. Insurance

Without limiting Contractor's indemnification, it is agreed that Contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Contracting Officer prior to beginning work and must provide for a 30-day prior notice of cancellation, nonrenewal or material change of conditions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the Contractor's services. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under AS 21.

- 2.1 Workers' Compensation Insurance:** The Contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.
- 2.2 Commercial General Liability Insurance:** covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.
- 2.3 Commercial Automobile Liability Insurance:** covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.

02-093 B¹ (Rev. 10-95)

APPENDIX B²
INDEMNITY AND INSURANCE

Article 1. Indemnification

The Contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the Contractor under this agreement. The Contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Contracting agency's selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor's work.

Article 2. Insurance

Without limiting Contractor's indemnification, it is agreed that Contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Contracting Officer prior to beginning work and must provide for a 30-day prior notice of cancellation, nonrenewal or material change of conditions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the Contractor's services. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under AS 21.

2.1 Workers' Compensation Insurance: The Contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.

2.2 Commercial General Liability Insurance: covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.

2.3 Commercial Automobile Liability Insurance: covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.

2.4 Professional Liability Insurance: covering all errors, omissions or negligent acts in the performance of professional services under this agreement. Limits required per the following schedule:

Contract Amount	Minimum Required Limits
Under \$100,000	\$300,000 per Occurrence/Annual Aggregate
\$100,000-\$499,999	\$500,000 per Occurrence/Annual Aggregate
\$500,000-\$999,999	\$1,000,000 per Occurrence/Annual Aggregate
\$1,000,000 or over	Refer to Risk Management

PROPOSAL EVALUATION FORM

All proposals will be reviewed for responsiveness and then evaluated using the criteria set out herein.

Person or Firm Name _____

Name of Proposal Evaluation (PEC) Member _____

Date of Review _____

RFP Number _____

EVALUATION CRITERIA AND SCORING

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS CONTRACT IS 100

7.01 Understanding of the Project—5 Percent

Maximum Point Value for this Section - 5 Points
100 Points x 5 Percent = 5 Points

Proposals will be evaluated against the questions set out below.

[a] How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?

EVALUATOR'S NOTES _____

[b] How well has the offeror identified pertinent issues and potential problems related to the project?

EVALUATOR'S NOTES _____

[c] How well has the offeror demonstrated an understanding of the deliverables the state expects it to provide?

EVALUATOR'S NOTES _____

[d] How well has the offeror demonstrated an understanding of the state's time schedule and how it will meet it?

EVALUATOR'S NOTES _____

[e] How well has the offeror demonstrated its understanding of the state's requirement for a "state of the art" current technology inmate phone system?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 7.01 _____

7.02 Methodology Used for the Project—5 Percent

Maximum Point Value for this Section - 5 Points
100 Points x 5 Percent = 5 Points

Proposals will be evaluated against the questions set out below.

[a] How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?

EVALUATOR'S NOTES _____

[b] How well does the offerors methodology match and achieve the objectives set out in the RFP?

EVALUATOR'S NOTES _____

[c] How well does the offerors methodology interface with the time schedule in the proposal?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 7.02 _____

7.03 Management Plan for the Project—5 Percent

Maximum Point Value for this Section - 5 Points
100 Points x 5 Percent = 5 Points

Proposals will be evaluated against the questions set out below.

[a] How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?

EVALUATOR'S NOTES _____

[b] How well is accountability completely and clearly defined?

EVALUATOR'S NOTES _____

[c] How well has the offeror described the organization of the project team?

EVALUATOR'S NOTES _____

[d] How well does the management plan illustrate the lines of authority and communication?

EVALUATOR'S NOTES _____

[e] How well has the offeror described its understanding of the requirements for hardware, software, equipment, and licenses necessary to perform the contract?

EVALUATOR'S NOTES _____

[f] How well has the offeror described its ability meet the schedule set out in the RFP?

EVALUATOR'S NOTES _____

[g] Has the contractor gone beyond the minimum tasks necessary to meet the objectives of the RFP?

EVALUATOR'S NOTES _____

[h] To what degree is the proposal practical and feasible?

EVALUATOR'S NOTES _____

[i] To what extent has the offeror identified potential problems?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 7.03 _____

7.04 Experience and Qualifications—15 Percent

Maximum Point Value for this Section - 5 Points

100 Points x 5 Percent = 5 Points

Proposals will be evaluated against the questions set out below.

Questions regarding the personnel.

[a] Do the individuals assigned to the project have experience on similar projects?

EVALUATOR'S NOTES _____

[b] Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the RFP requires?

EVALUATOR'S NOTES _____

[c] How well has the offeror described the applicable education and experience of the personnel designated to work on the project?

EVALUATOR'S NOTES _____

Questions regarding the firm.

[d] Has the firm demonstrated experience in completing similar projects on time and within budget?

EVALUATOR'S NOTES _____

[e] How successful is the general history of the firm regarding timely and successful completion of projects?

EVALUATOR'S NOTES _____

[f] Has the firm provided letters of reference from previous clients?

EVALUATOR'S NOTES _____

[g] If a subcontractor will perform work on the project, how well do they measure up to the evaluation used for the offeror?

EVALUATOR'S NOTES _____

[h] Has the offeror provided all necessary information regarding sub-contractors who will work on the project?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 7.04 _____

7.05 Contract Cost — 60 Percent

Maximum Point Value for this Section - 60 Points

100 Points x 60 Percent = 60 Points

Overall, a minimum of 60 percent of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under Section 2.12.

Converting Cost to Points

The cost proposal providing the largest percentage of generated revenues (minimum of 50%) to the state will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in Section 2.15.

EVALUATOR'S POINT TOTAL FOR 7.05 _____

7.06 Alaska Preference — 10 Percent

Alaskan Bidders receive a 10 Percent overall evaluation point preference.

Point Value for Alaskan Bidders in this Section -10 Points

100 Points x 10 Percent = 10 Points

If an offeror qualifies for the Alaskan Bidder Preference, the offeror will receive an Alaskan Offeror's Preference. The preference will be 10 percent of the total available points. This amount will be added to the overall evaluation score of each Alaskan offeror.

EVALUATOR'S POINT TOTAL FOR 7.06 (either 0 or 10)

CERTIFICATION OF ENTITLEMENT TO THE ALASKA BIDDER PREFERENCE

1. I am the Offeror or a duly authorized agent of the Offeror and I certify that the Offeror is entitled to the Alaska Bidder Preference. I know and understand that the Alaska Bidder Preference provides for substantial benefits which could be favorable to the Offeror and which could affect the award of the Request for Proposals to the Offeror's benefit. I am aware that falsely claiming the Alaska Bidder Preference is a violation of the State of Alaska Procurement Code (AS 36.30) and may be cause for felony prosecution and conviction.

I offer the following evidence or statements in support of my Certification of Entitlement to the Alaska Bidder Preference. As of the closing date of the Request for Proposals, the Offeror holds a valid Alaska business license in one of the following forms:

- (a) a cancelled check for the business license fee;
 - (b) a copy of a business license application with a receipt date stamp from the State's business license office;
 - (c) a receipt from the State's business license office for the license fee;
 - (d) the Offeror's valid business license certificate;
 - (e) a sworn notarized affidavit that the Offeror has applied and paid for a business license.
2. The Offeror is submitting its offer under the name as it appears on the Offeror's current Alaska business license.
 3. The Offeror has maintained a place of business within the State of Alaska staffed by the Offeror or an employee of the Offeror for a period of six (6) months immediately preceding the closing date of the Request for Proposals.
 4. The Offeror is incorporated or qualified to do business under the laws of the State, is a sole proprietorship, and the proprietor is a resident of the State, or is a partnership, and all partners are residents of the State; and,

In order to be considered an Alaska Bidder and entitled to the Alaska Bidder Preference, a limited liability company (LLC) organized under AS 10.50.010-10.50.995 must meet the requirements of AS 36.30.170(b) and the manager of the LLC must be a resident of the State of Alaska.

Signature of Offeror or Offeror's Authorized Agent

Date

Printed Name

State of Alaska
Department of Corrections
REQUEST FOR CLEARANCE
for
Contractor/Contract Staff Background Checks

Date: _____

Applicant Name: _____

Mailing Address: _____

Purpose of this check: _____

Date of Birth: _____ Social Security # : _____

Alaska driver's license #: _____

Other states applicant has resided in and the dates: _____

Prior criminal history (including the state the offense occurred in) _____

Is applicant currently on probation or parole? _____ If yes, where? _____

Does applicant have any relatives or acquaintances presently incarcerated in Alaska or under the Dept. of Corrections supervision? _____ If yes, state the person's name/location: _____

Clearance requested by (Contractor): _____
Address: _____ Phone: _____

The information that I have provided is true and accurate to the best of my knowledge. I authorize the Department of Corrections to perform a background investigation for any and all prior convictions or current warrants.

Signature of applicant: _____ Date: _____

Contractor's signature: _____ Date: _____

.....

APSIN/WANTS:	Clear: _____	Wants: _____	See Attached: _____
NCIC/WANTS:	Clear: _____	Wants: _____	See Attached: _____
Criminal History Check (Alaska)	No record found: _____	See Attached: _____	
Criminal History Check (other states)	No record found: _____	See Attached: _____	

Approved by: _____ Date: _____
Contract Oversight Officer/Superintendent,
Division of Institutions

Request Granted: _____ Request Denied: _____
Reason for denial: _____

DOC Staff Signature/Title: _____ Date: _____

Attachment 8

Code of Ethical Professional Conduct	Page 1 of 2	Policy: 202.01
	Chapter: Personnel	

Policy

- A. Every employee who, under the auspices of the DOC, is responsible for the custody, care, reformation and supervision of offenders shall abide by the Alaska Police Standards Council Code of Ethics for Correctional, Probation and Parole Officers.
- B. This policy applies to all employees who are directly responsible for the custody, care, reformation and supervision of offenders, and all employees who supervise or manage the activities of such employees, or of volunteers and contract personnel performing such work.

Procedures

- A. All employees, supervisors and managers to whom this policy applies shall review and sign the Code of Ethical Professional Conduct Form. Failure to do so may result in disciplinary action for employees.
- B. A copy of the signed form will be maintained in the employee's permanent personnel file.
- C. If employees, supervisors or managers do not understand any portion of the Code, it is their responsibility to request clarification from their supervisors prior to signing the form.
- D. Employees, including supervisors and managers, who violate the Code of Ethical Professional Conduct are subject to corrective or disciplinary action, up to and including dismissal.

Date

Joe Schmidt, Commissioner
Department of Corrections

Applicable Forms:
Addendum A: Code of Ethical Professional Conduct

DEPARTMENT OF CORRECTIONS
CODE OF ETHICAL PROFESSIONAL CONDUCT

My fundamental duty is to respect the dignity and individuality of all people, to provide professional and compassionate service, and to be unfailingly honest.

I will not discriminate against any person on the basis of race, religion, color, national origin, sex, age, physical or mental disability, marital status, change in marital status, pregnancy or parenthood, and will respect and protect the civil and legal rights of all inmates, probationers and parolees.

I will respect the right of the public to be safeguarded from criminal activity, and will be diligent in recording and making available for review all case information that could contribute to sound decisions affecting the public safety, or an inmate, probationer or parolee.

I will maintain the integrity of private information, and will neither seek personal data beyond that needed to perform my duties, nor reveal case information to anyone not having a proper professional use for the information.

In making public statements, I will clearly distinguish between those that are my personal views and those that are made on behalf of the agency.

I will not use my official position to secure privileges or advantages for myself, and will not accept any gift or favor that implies an obligation inconsistent with the objective exercise of my professional duties.

I will not act in my official capacity in any matter in which I have a personal interest that could in the least degree impair my objectivity.

I will not engage in undue familiarity with inmates, probationers or parolees.

I will report any corrupt or unethical behavior of a fellow correctional, probation or parole officer that could affect either an inmate, probationer, or parolee, or the integrity of the agency, but will not make statements critical of colleagues or other criminal justice agencies unless the underlying facts are verifiable.

I will respect the importance of, and cooperate with, all elements of the criminal justice system, and will develop relationships with colleagues to promote mutual respect for the profession and improvement of the quality of services provided.

I have read the Code of Ethical Professional Conduct, and have sought and obtained clarification of any portions which I did not understand. I recognize that failure to abide by the Code may result in corrective, disciplinary or other appropriate action, up to and including dismissal.

Printed Name

Signature

Date

Policy

It is the policy of the Department that in the daily performance of their duties, employees will demonstrate honesty, integrity, and respect for the worth and individuality of all individuals, as well as a strong commitment to professional and ethical correctional service.

Procedures

The following rules and standards express in general terms the conduct expected of DOC staff. Violations of these principles may result in corrective or disciplinary action, up to and including dismissal. Instances of egregious misconduct may result in immediate dismissal (See Policy and Procedure 202.04, Disciplinary Action)

This list is not all-inclusive. In addition to generally accepted principles of employment (e.g., employees may not steal from their employers), the State of Alaska and each DOC office or facility has policies and procedures the violation of which may result in corrective or disciplinary action, including immediate dismissal for egregious misconduct.

A. General provisions:

1. Employees shall comply with and obey all DOC regulations, policies and procedures, operational memoranda, rules, orders, procedures, and instructions. Employees shall not aid, abet or incite another employee in the violation of regulations, policies and procedures, operational memoranda, rules, duties, orders, or instructions.
2. Employees shall promptly obey directives given by supervisors. If a directive is in conflict with a previous directive, the employee shall inform the supervisor of the conflict. If the supervisor does not retract or alter the directive, it shall stand; however, employees shall not be compelled to obey any directive that would require them to commit or abet an unlawful act.
3. Failure to obey any order lawfully issued by a supervisor or abusive language toward a supervisor is deemed to be insubordination.
4. Unlawful discrimination and workplace harassment will not be tolerated. Employees, offenders, and their families shall be treated professionally at all times regardless of their age, sex, race, national origin, religious affiliation, disabilities or offenders' criminal histories.
5. When dealing with the public, offenders and each other, employees shall be courteous and respectful. Employees shall not use violent, profane, abusive or insolent language or gestures.
6. Employees shall be truthful in their statements and communications regarding other staff or offenders.
7. Employees will avoid any conduct, on or off duty that might compromise their integrity and betray the trust, faith, and confidence of the public in DOC.
8. Employees are obligated to be accountable and efficient in the use of state resources. Employees shall not use or allow the use of state time, supplies or state-owned or leased property and equipment for their private interests. Loss, misuse, misplacement, theft, or destruction of state property must be reported to the appropriate supervisor immediately. Staff shall not appropriate any lost, found, evidential or DOC property to their own use.
9. Employees shall report fit for duty punctually at the time and place directed.
10. Employees are required to remain alert and attentive during duty hours, and shall not engage in activities or personal business during duty hours that cause them to neglect or be inattentive to their assigned tasks. Sleeping on duty is strictly forbidden.
11. Employees shall neither falsify any document nor willfully depart from the truth in giving testimony or in connection with any official duties or official investigation, whether by commission omission or incompleteness.
12. Employees shall not interfere with any action or investigation assigned to another staff

- member, nor shall employees interfere with the operation of any other work unit of DOC.
13. Intoxication and the use or possession of any kind of alcoholic beverage or controlled substance on the job or on DOC property is prohibited. Use or possession of prescription drugs by institutional staff is covered by this policy, but individuals may be exempted from this policy by express prior approval pursuant to specific office or facility procedures.
- B. Conflicts of interest:**
1. Employees shall avoid situations that give rise to a direct or indirect conflict of interest, and shall abide by all provisions of the State Ethics Act.
 2. Employees shall refuse to accept any gifts, presents, subscriptions, favors, gratuities, or promises that could be interpreted as seeking to cause staff to refrain from performing their official duties or to provide special favor or status to offenders.
 3. Employees shall not accept private or special advantage from their official status as DOC staff. DOC credentials, uniforms, identification cards, or badges may not be used to coerce, intimidate, or deceive others or to obtain any privilege or article not otherwise authorized in the performance of official duties.
 4. Employees shall not engage in any other employment during scheduled work hours, nor shall any State resources be used in furtherance of off-duty employment (paid or unpaid), volunteer or business activities. Time off for volunteer activities (emergency search and rescue, volunteer fire service, etc.) is subject to the normal leave provisions.
- C. Relationships between supervisors and subordinates:**
1. Dating/romantic/sexual and joint business relationships between supervisors (including lead workers such as Correctional Officer IIIs) and subordinates when the subordinates are within the direct supervisory chain of command of the supervisor are prohibited. If such a relationship exists or develops, staff involved shall report it to the office or facility manager to discuss the arrangements (e.g., shift or supervisory reassignments) required to comply with this rule.
 2. Supervisors shall not accept or solicit gifts, money, or favors from employees under their supervision. Minor value gifts (e.g., Christmas, birthday, and retirement) or collections for flowers or gifts are not considered contrary to the spirit of this policy.
- D. Relationships with offenders and family members of offenders:**
1. Brutality, physical violence, or verbal abuse of offenders by staff will not be permitted. Employees are authorized to use only that level of force necessary to control an offender or to enforce legitimate and legal commands as provided in the applicable use of force policy.
 2. Employees will not exchange special treatment or favors, or make threats to obtain information from offenders.
 3. Employees may not knowingly maintain social, sexual, business or financial associations with offenders or the family of offenders. This includes, but is not limited to, telephone calls, letters, notes, or other communications outside the normal scope of employment.
 - a. Staff shall not engage in any contact with an offender that is of an intimate or sexual nature.
 - b. Staff shall not directly or indirectly give to or accept from any offender or member of their family anything in the nature of a gift or promise of a gift.
 - c. Staff shall not engage in any unauthorized game, contest, sport or betting with any offender.
 - d. During the performance of their duties or while acting as representatives of the DOC, staff may not sign any petition, letter, or recommendation to the courts or to representatives of the courts regarding leniency, pardon, probation, parole or any other form of criminal case disposition on behalf of an offender unless (1) to do so is a

requirement of his or her position or (2) he or she has received authorization from the facility or office manager.

4. Where a relationship with an offender or offender's family member exists prior to the offender coming under the supervision of the DOC, the staff member shall notify the facility or office manager in writing immediately. The facility or office manager shall make a written determination as to continued contact with the offender or offender's family member.
 5. Employees may not discuss their personal life or another staff's personal life with offenders.
 6. The introduction of any items of contraband onto the grounds of any secure facility is prohibited.
 7. Employees shall not bring into or carry out of a secure facility any items for offenders. All items received or purchased from offenders or given to offenders will be through officially sanctioned channels and will have prior approval of the office or facility manager.
- E. Illegal or unethical behavior:**
1. Employees are expected to obey all federal, state and local laws. Neither the absence of a criminal complaint or conviction, nor the dismissal of or acquittal on a criminal charge, shall preclude internal administrative investigation and discipline regarding allegations of illegal conduct, on or off duty.
 2. Staff has an affirmative obligation to report immediately in writing to their office or facility manager any knowledge of criminal activity or unethical action on the part of other staff while on duty or on DOC premises.
 3. When an employee is the subject of an external criminal investigation, has been arrested for, charged with, or convicted of any felony or misdemeanor (except minor traffic violations), or is required to appear as a defendant in any criminal court, that employee will immediately inform and provide a written report to his/her office or facility manager. The office or facility manager shall inform the Division Director and the Human Resource Manager.
 4. Employees will not knowingly associate or deal with persons while off duty who are known to be involved in illegal activities.
 5. Illegal possession, manufacture, use, sale, transport or transfer of a controlled substance is prohibited, on or off duty.
- F. Reports and investigations:**
1. Reports and logs submitted by employees shall be truthful and complete. No staff member shall knowingly enter or cause to be entered any inaccurate, false or improper information, nor shall they fail to include pertinent information known to them regarding the matter at issue.
 2. Employees shall not convert to their own use, conceal, falsify, destroy, remove, tamper with or withhold any property or evidence.
 3. During the course of an official DOC investigation, employees shall cooperate fully by providing all information that they may have concerning the matter under investigation. Full cooperation involves responding to all questions truthfully and completely, and providing a signed statement or affidavit if requested.
- G. Public statements and disclosure of information:**
1. All official statements for public release concerning the affairs of the Department must be authorized by the Commissioner, a Director, or designee.
 2. In any public statement, employees will clearly distinguish between those that are personal views and those that are positions on behalf of the agency.
 3. Employees shall not disclose confidential information (ranging from personal data concerning staff and offenders to information which would breach security or endanger any person) unless directed to do so by the employee's Director or designee. Employees who receive such a

- request for information will refer the inquiring party to the office or facility manager.
4. Employees are prohibited from accessing official records of any kind for any non-business-related reason.
 5. Staff will not remove any documents or other items from files or make copies of records or documents, except in accordance with established procedures or upon proper authorization. Employees will not use, or release for use, official information for private purposes.
 6. Former employees will be granted access only to DOC information available to other members of the public, and will have no greater standing than members of the public.

H. Clothing and uniforms:

1. All employees shall report to work in clothing that is neat, clean and in good repair. Uniforms shall be worn as required.
2. Whenever any staff is ordered to appear in court they shall attend punctually and dressed in the appropriate DOC uniform or business attire.
3. Uniforms or identifiable portions thereof are not to be worn outside DOC for recreational purposes, outside employment, in any business serving alcohol as a main source of income, or while purchasing or publicly consuming alcohol.

I. Egregious misconduct may warrant immediate dismissal on a first offense. The following lists are not all inclusive. Executive Branch employees are subject to additional statutes, regulations, policies and other directives the violation of which may result in dismissal for a first offense. Also, the totality of circumstances in a given circumstance may warrant immediate dismissal on a first offense whether or not a specific violation is listed below.

1. All DOC staff
 - a. Unlawful discrimination or harassment.
 - b. Dishonesty, including dishonesty during an investigation into misconduct alleged to have been committed by the employee or by the employee's coworkers.
 - c. Theft of State time or resources.
 - d. Gross disobedience or insubordination.
 - e. Use, possession or being under the influence of alcohol or any illegal controlled substance on DOC time or premises.
 - f. Physical assault or misconduct, abusive or lewd behavior.
 - g. Abandonment of duties.
 - h. Involvement in illegal activities, including but not limited to conviction of a felony or misdemeanor when the activity or offense giving rise to the conviction or the conviction itself (including a conviction based on a plea of no contest) could adversely affect the employee's availability, ability or fitness to perform his or her duties, or has an adverse impact on the DOC should the employee continue employment.
2. DOC employees with responsibility for the custody, care, reformation or supervision of offenders, including managers and administrators of such employees.
 - a. Intentional aiding or abetting an offender escape or attempted escape.
 - b. Introduction of contraband onto the grounds of a secure facility.
 - c. Excessive use of force on an offender.
 - d. Undue familiarity, including but not limited to sexual contact or involvement of any kind, with an offender.
 - e. Intentional endangerment or breach of security, including release of confidential information when such release has the effect of endangering security.
 - f. Involvement in illegal activities, on or off duty, regardless of whether charged or convicted of a crime.
 - g. Conviction of any felony.

- h. Conviction of a misdemeanor when the activity or offense giving rise to the conviction or the conviction itself (including a conviction based on a plea of no contest) could adversely affect the employee's availability, ability or fitness to perform his or her duties, or has an adverse impact on the DOC should the employee continue employment. Misdemeanor convictions involving domestic violence (whether or not charged as a crime of domestic violence), sexual assault or abuse, or the illegal possession, use, transport, transfer or sale of a controlled substance by their nature subject an employee to termination for a first offense.

J. Responsibilities:

1. Directors shall ensure dissemination, posting, training, and enforcement of this Policy.
2. Office and facility managers and supervisors shall ensure that all employees or persons from other agencies whose assignment is primarily on the premises of DOC facilities, or offices, have read and adhere to this Policy. Failure of managers or supervisors to do so may result in discipline up to and including dismissal.
3. The Human Resources Office shall provide all new employees with a copy of this policy as part of the new employee information packet.
4. All employees shall sign the Certificate of Review and Compliance (Addendum A) which will be placed in the employee's permanent personnel record. If an employee does not understand any section of this policy, it is his/her obligation to obtain clarification from his/her supervisor prior to signing the Certificate.
5. Any variance from this policy must have prior authorization from the Commissioner.

Date

Joe Schmidt, Commissioner
Department of Corrections

Applicable Forms

Addendum A: Certificate of Review and Compliance

Attachment 9

TRAVEL EXPENSE INFORMATION

Travel Expenses: Proposed compensation for travel, if applicable, for the purpose of providing services under Section 5 of this RFP should be clearly stated in the budget narrative and cost proposed. Travel expenses, acceptable to the State for reimbursement to the contractor, will be proposed as follows:

Airfare (if applicable): Offeror must propose the lowest current roundtrip coach airfare rates available. Reimbursement will be for actual airfare expenses.

Lodging (if applicable): Offeror must propose a reasonable and anticipated cost for lodging expenses. Reimbursement will be for actual necessary commercial lodging expenses. Lodging expenses in excess of \$200.00 per day (including applicable taxes) will not be reimbursed.

Mileage (if applicable): \$0.345 per mile.

Per Diem (if applicable): Per diem will be paid according to the rate set in the Alaska Administrative Manual for GGU employees. Currently the rate is set at \$42.00/full day (breakfast \$9.00; lunch \$11.00; dinner \$22.00). Per diem begins when the contractor is in travel status a minimum of 10 hours. Meals will be prorated if trip is more than 10 hours and less than 24 hours.

Miscellaneous Ground Transportation (if applicable): Reimbursement will be for actual ground transportation expenses, i.e. airport parking, taxi, car rental based on no larger than mid-size.

DEPARTMENT OF CORRECTIONS

Standards of Conduct: Certificate of Review and Compliance

I have read the Standards of Conduct and have sought and obtained clarification of any portions which I did not understand. I recognize that failure to abide by the Standards of Conduct may result in corrective, disciplinary or other appropriate action.

Printed Name _____

Signature _____

Date _____

ATTACHMENT 10

Security Information Sheet

SECURITY: Security at all Alaska correctional facilities is the first priority. Contractors can expect delays in conducting business within the facility and/or its grounds. "Contractor" is defined as: delivery personnel, couriers, or service providers. Prisoner counts, emergencies of any type, prisoner movement, other deliveries, or other factors may delay or restrict contractor entry or movement within the perimeter. Security staff will facilitate contractors in conducting their business, but contractors must at all times respect security staff instructions. Contractors must follow all lawful instructions and directives of any staff member while on facility grounds. The State will at all times retain the exclusive right to restrict contractor access to the facility, or portions of the facility, for any reason.

Contractors must at all times have in their possession a valid Alaska Driver's License or State provided identification card and be prepared to provide it to any staff whenever requested. Contractors must never leave their tools or personal effects unattended or unsecured. Knives, cellular telephones, toxic/hazardous chemicals, alcohol, tobacco, drugs and paraphernalia, weapons of any kind, and explosives are prohibited at all times. All other items (i.e. tools, repair parts, cameras, paperwork, boxes) entering the facility are subject to inspection and must be approved by security staff. Contractor tools and other items may be inventoried upon entering and exiting the facility. Giving prisoners access to driver's licenses, credit cards, telephone numbers, family pictures, etc. is a breach of security. Contractors must fully cooperate with facility staff to prevent escape, sabotage, assault, any disturbance, or the importation of contraband. There is no confidentiality when it comes to security at one of the correctional facilities. Information regarding impending riots, escape plans, assaults, and other such matters that come to you in what would otherwise be considered a confidential exchange must be passed on to security staff immediately. To withhold information such as this could endanger you and others as well as lead to criminal charges. Nothing within this section limits a specific facility's superintendent or security staff member from modifying or imposing alternate security requirements for contractors and their staff.

SECURITY CHECK: All personnel (both contractor and Subcontractors) will be required to undergo a security check prior to commencement of work. A mandatory security briefing will be provided to the contractor staff prior to start of on-site work.

1. The contractor will complete a Request for Clearance form to submit to the facility security staff for review at least 48 hours prior to commencement of work. The form requires the following information from each person working on site:
 - a. Full name.
 - b. Residence address.
 - c. Telephone Number.
 - d. Date of birth.
 - e. Social Security Number.
 - f. Valid driver's license and state of issue, or other photo identification bearing social security number.
 - g. The names of any relatives, friends or acquaintances that are currently incarcerated within the facility.

2. The security check will look for recent or frequent past convictions or for outstanding warrants. Security staff reserve the right to disqualify anyone from access to the work site. A past conviction will not automatically disqualify.
3. Once a Request for Clearance has been approved and is on file it is not necessary for the contractor to complete a new form each time they request to enter the facility grounds.

PERSONNEL ACCESS:

1. Access to the work site, which is within a correctional facility, will be monitored and controlled by the Department of Corrections in order to prevent importation of contraband and escape of inmates. At no time will contractor staff enter areas of the facility that are off-limits to them, nor drive vehicles along the perimeter fence or other unauthorized areas unless directed to do so by security staff.
2. Contractor staff will report to the visitor's reception area at the beginning of each shift to obtain their identification badge or visitor's badge and sign in on the contractor's log. At the end of each shift, contractor staff will return their badges to this area and sign out of the contractor's log. If workers leave the compound at lunch, they will all leave at the same time. Contractors should encourage their staff to bring a lunch and to eat within the designated work area or cafeteria.
3. Contractors, Subcontractors, Employees may be denied access or be removed from the facility for the following reasons:
 - a. Contractors or workers that are incompetent, careless or otherwise detrimental to the work or the security of the facility.
 - b. Security requirements.
 - c. Disruptive, abrasive, and/or argumentative conduct.
 - d. Being under the influence of Alcohol, Drugs and/or any substance that is considered contraband by the Facility (including use of Tobacco Products).
 - e. Refusal to submit to search of personal property/belongings or themselves.
 - f. Health problems.
 - g. Failure to show proper identification.
 - h. Failure to follow the direction of Correctional Officers and/or staff members.
 - i. Having any unauthorized contact or interaction with inmates.
 - j. Failure to pass security check.
 - k. Failure to secure tools and work areas. (If no personnel are physically present in the work area, the work area and/or tools must be secured prior to leaving the area.)

VEHICLE ACCESS:

1. No privately owned vehicles may enter inside the security fence without approval of the DOC on-site security staff member. Contractor vehicles can be parked in the employee/visitor parking lot outside the security fence and must be locked at all times.
2. Authorized work vehicles, i.e. job site trailers and trucks may be left inside the fence in a location IF they can be secured and upon the approval of security staff.

3. Privately owned and/or contractor vehicles are prohibited from entering unauthorized areas unless directed to do so by security staff.

TOOL CONTROL:

1. Do not leave prisoner-accessible work areas unattended without first removing or securing all tools and objects which would be considered contraband.
2. At the end of each work day, remove all tools and equipment from inmate-accessible work areas and store them within locked cabinets, locked containers, or locked storage trailers.
3. Maintain written inventory of tools and equipment daily. Tools and equipment which cannot be accounted for at the end of each workday shall be brought to the immediate attention of a security staff member.

CONTRABAND:

The mailing, bartering, introducing, exchanging or buying of items between inmates and contractors or their employees is strictly prohibited without the written consent of the Superintendent of the facility. The following quotes are from Alaska Statutes and are provided so as to inform the CONTRACTOR.

Title 11 - Alaska Statutes, Section 11.56.375, Promoting contraband in the first degree.

- a. A person commits the crime of promoting contraband in the first degree if the person violates AS 11.56.380 and the contraband is:
 - 1) a deadly weapon or a defensive weapon;
 - 2) an article that is intended by the defendant to be used as a means of facilitating an escape; or
 - 3) a controlled substance
- b. Promoting contraband in the first degree is a class C felony.

AS 11.56.380, Promoting contraband in the second degree.

- a. A person commits the crime of promoting contraband in the second degree if the person:
 - 1) introduces, takes, conveys, or attempts to introduce, take, or convey contraband into a correctional facility; or
 - 2) makes, obtains, possesses, or attempts to make, obtain, or possess anything that person knows to be contraband while under official detention within a correctional facility.
- b. Promoting contraband in the second degree is a Class A misdemeanor.
 - 1) Effective August 26, 1999, contraband includes tobacco products.

AS 11.56.390, definition:

In AS 11.56.300-11.56.390, "contraband" means any article or thing which persons confined in a correctional facility are prohibited by law from obtaining, making, or possessing in that correctional facility."

ATTACHMENT 11

	Dec-06	Jan-07	Feb-07	Mar-07	Apr-07	May-07
Total AK Sites						
Local Attempted Calls	495024	483419	410246	466382	454103	463510
Local Complete Calls	195630	190344	180326	204750	194750	199653
Long Distance Free Calls	21431	29816	19562	23003	24406	24764

Long Distance Free calls consist of Attorney and Bailbond calls.

Anchorage						
Local Attempted Calls	97621	96338	90499	90462	84229	88160
Local Complete Calls	39720	41217	38608	39980	41459	42765
Long Distance Free Calls	4053	4118	3498	3762	4418	4044

Wildwood						
Local Attempted Calls	28598	26861	23391	28424	22718	21648
Local Complete Calls	15106	13984	12076	15082	12483	11355
Long Distance Free Calls	2625	2646	2003	2453	1767	2538

Spring Creek						
Local Attempted Calls	1591	1054	680	739	834	866
Local Complete Calls	792	584	429	454	483	565
Long Distance Free Calls	536	519	589	918	1090	1471

Palmer						
Local Attempted Calls	15669	13345	16082	20992	20456	24900
Local Complete Calls	8759	7411	8929	12368	11500	12880
Long Distance Free Calls	465	628	817	848	1204	835
	Dec-06	Jan-07	Feb-07	Mar-07	Apr-07	May-07

Matau						
Local Attempted Calls	69698	60790	13784	17914	16863	22064
Local Complete Calls	9720	9454	7620	9365	8552	10105
Long Distance Free Calls	740	1167	991	1381	1549	1582

Long Distance Free calls consist of Attorney and Bailbond calls.

Lemon Creek						
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Local Attempted Calls	24349	23056	25670	28481	27265	24648
Local Complete Calls	10962	10580	11198	12580	12135	10630
Long Distance Free Calls	1063	1393	1286	1654	1304	1322

Hiland						
Local Attempted Calls	38510	20346	42768	47774	52868	47974
Local Complete Calls	18297	9625	18707	20701	22804	20940
Long Distance Free Calls	2313	9630	1967	1967	2436	2040

Point Mackenzie						
Local Attempted Calls	2783	4059	4066	7431	8545	5506
Local Complete Calls	1452	2214	1973	3929	4244	2654
Long Distance Free Calls	23	219	62	178	124	102
	Dec-06	Jan-07	Feb-07	Mar-07	Apr-07	May-07

Ketchikan						
Local Attempted Calls	9671	8607	7600	6985	6338	7324
Local Complete Calls	3843	4164	3699	3479	3012	3416
Long Distance Free Calls	328	437	351	289	429	487

Long Distance Free calls consist of Attorney and Bailbond calls.

Yukon						
Local Attempted Calls	16796	23469	15363	17205	15459	23154
Local Complete Calls	8018	8773	7022	7891	7056	9366
Long Distance Free Calls	2793	2083	2313	2906	2982	3444

Fairbanks						
Local Attempted Calls	57505	71234	53893	75606	80777	84117
Local Complete Calls	25041	27478	22687	27143	24776	28227
Long Distance Free Calls	126	175	138	350	237	296

Cook						
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Local Attempted Calls	115363	113108	97876	109065	101436	102322
Local Complete Calls	49006	48921	42807	46296	41517	42708
Long Distance Free Calls	5383	5533	4032	5236	5543	5472
	Dec-06	Jan-07	Feb-07	Mar-07	Apr-07	May-07

Anvil						
Local Attempted Calls	16870	21152	18574	15304	16315	10827
Local Complete Calls	4914	5939	4571	5482	4729	4042
Long Distance Free Calls	983	1268	1515	1061	1323	1131

Long Distance Free calls consist of Attorney and Bailbond calls.