

**STATE OF CALIFORNIA
DEPARTMENT
OF
GENERAL SERVICES
(DGS)**

**Request For Proposal
(RFP)**

RFP DGS-3037

**RENEWAL
OF
INMATE/WARD TELEPHONE SYSTEM
(IWTS)
CONCESSION SERVICES**

Release Date
February 6, 2004

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SECTION 1 – Introduction

1.1 Purpose

The purpose of this Request for Proposal (RFP) is to solicit responsive concession proposals for the Telecommunications Services identified herein as the Inmate/Ward Telephone System (IWTS).

This RFP establishes the minimum Telecommunication System capabilities, services requirements and selection criteria for the evaluation of competitive offers from qualified telecommunications firms. The telephone services specified herein will primarily be used by inmates and wards incarcerated at California Department of Corrections (CDC) and the California Youth Authority (CYA) facilities that are owned or leased and in locations statewide. The RFP establishes evaluation criteria that will be used to select the proposal, which is most responsive to the requirements. The State expects to make an award to a single contractor for the requirements and services specified herein.

The primary goals of the IWTS procurement are to:

- Reduce the cost of collect calls from inmates/wards to their families and friends;
- Achieve greater levels of performance, especially regarding the investigative capability of the system; and,
- Optimize utilization of scarce State staff resources and public funds.

This procurement process will be conducted under California Public Contract Code Section 12100 et seq., the Acquisition of Electronic Data Processing and Telecommunications Goods and Services. The Department of General Services (DGS), Procurement Division (PD), will be responsible for conducting this procurement. DGS Telecommunication Division, if awarded, will administer the IWTS contract resulting from this solicitation. Together, these two (2) entities will provide technical and logistical support to CDC/CYA for inmate/ward specific activities.

The State has established an annual concession fee requirement throughout the life of this contract. Call volume and concession revenue from inmate/ward phone calls will be reviewed on an annual basis. Should annual call volume decline from the previous year, the inmate/ward calling rates will remain the same; however, the concession fees to the State will be lowered. Should inmate/ward call volume exceed the established baseline calling volumes, the concession fee shall not increase and the State expects that the Contractor will share its increased revenue with the Inmate's/Ward's families via reduced per minute rate charges.

In addition to the concession fee paid to the State the Contractor shall pay an annual Administrative Fee to the DGS to monitor and administer this contract.

Under California Public Contract Code Section 12109 any California local agency (political subdivision) may participate in the Master Contract that result from this RFP. A "local agency" is any city, county, city and county district, or other local governmental body or corporation empowered to expend public funds. For local agencies utilizing this contract, the successful Bidder must provide two percent (2%) of the local agencies annual revenues to DGS by check or electronic deposit as an administrative fee to cover the DGS Telecommunications Division program management responsibilities and services under this contract. However, it is understood that DGS Telecommunications Division will not institute this fee payment provision without prior notification. For complete details see SECTION 5 – Administrative Requirements and SECTION 7 – Pricing Proposal.

1.2 Structure of the Concession Agreement

The Contractor will be responsible for installation, operation, maintenance, repair, revenue accrual accountability, coordinating delivery of and integrating related services and features.

A CDC staff person will be identified as their IWTS Agent, who will act as the single point of contact for confirmation of all services provided by the Contractor. The CDC IWTS Agent will coordinate all services directly with the Contractor. The CDC IWTS Agent will participate fully in all decisions affecting selection of sites, services and equipment, introduction of proposed new technology and all other pertinent operations necessary to ensure high quality service while meeting the unique needs of CDC.

A CYA staff person will be identified as their IWTS Agent, who will act as the single point of contact for all CYA activities (as stated above) associated with the initial system implementation. Upon completion of statewide deployment each site will designate a local contact to coordinate any site-specific issues. The CYA IWTS Agent will remain the single point of contact for any CYA global/statewide issues.

1.3 Scope of the Request for Proposal and Contractor Admonishment

This RFP contains the instructions governing the requirements for a firm offer to be submitted by interested Bidders. Included are the following:

- Requirements, which must be met to be eligible for consideration;
- Format in which proposal information is to be submitted and the material to be included therein; and,
- Bidders' responsibilities before and after contract award.

This RFP contains the instructions governing the requirements for a firm quotation to be submitted by interested Bidders. The format that bid information is to be submitted

and the material to be included therein follows. This RFP also addresses Bidders' responsibilities before and after installation.

Evaluation of responses and the award of any resultant contract shall be made in conformance with evaluation and selection criteria set forth in this RFP. A Bidder's Final Bid is an irrevocable offer for 120 days following the scheduled date for contract award specified herein. A Bidder may extend the offer in the event of a delay of contract award.

This procurement will follow a phased approach designed to increase the likelihood that Final Proposals will be received without disqualifying defects. These additional step(s) will:

Ensure that the Bidders clearly understand the State's requirements before attempting to develop their final solutions;

Ensure that the State clearly understands what each Bidder intends to propose before those proposals are finalized; and,

Give the State and each Bidder the opportunity to discuss weaknesses or potentially unacceptable elements of a Bidder's proposal and give the Bidder the opportunity to modify its proposal to correct such problems. The following procurement phases will be conducted:

- o Non-Mandatory Bidders Conference
- o Bidder Site Visit
- o Draft Proposals
- o Confidential Discussions
- o Final Proposal Submission
- o Demonstration
- o Public Cost Opening
- o Contract Award

If a Bidder expects to be afforded the benefits of the steps included in this RFP, the Bidder **must** take the responsibility to:

Carefully read the entire RFP;

If clarification is necessary, ask appropriate questions in a timely manner;

Submit all required responses, complete to the best of Bidder's ability, by the required dates and times;

Make sure that all procedures and requirements of the RFP are accurately followed and appropriately documented; and,

Carefully reread the entire RFP before submitting each bid.

1.4 Term of the Master Contract

It is the intent of the State of California that, as a result of this RFP, one (1) Master Contract will be awarded for all IWTS services in a concession arrangement. The Master Contract will be with the DGS Telecommunications Division of the State of California for an initial term of four (4) years. At the sole discretion of the State, the contract may be renewed for two (2) additional one (1) year extensions for a total of six (6) years.

1.5 Procurement Official

The Procurement Official and the mailing address to send bids, questions or copies of protests is:

***[Express mail/courier service
packages, e.g., Federal Express or UPS]***
Reggie Banks
Procurement Division
707 3rd Street, 2nd Floor
West Sacramento, CA 95605
9054
(916) 375-4492
E-mail: rbanks@dgs.ca.gov

[Letters and US mail]
Reggie Banks
Procurement Division
P.O. Box 989054
West Sacramento, CA 95798-

1.6 Contract Language Negotiations

The State Model Information Technology (IT) General Provisions and model IT contract language will be incorporated in the resulting Master Contract and is not open for negotiations.

1.7 Key Action Dates

Table 1-1, Key Action Dates table, lists the important actions, dates, and times by which the actions must be taken or completed. If the State finds it necessary to change any of these dates, it will be accomplished via an addendum to this RFP (except as noted below).

NOTE: All dates on this key action schedule, after the final proposal submission deadline, are approximate and may be adjusted as conditions indicate, without addendum to this RFP. The State intends to maintain this schedule by utilizing web site and/or e-mail addresses for its communications to Bidders. Bidders should indicate an appropriate e-mail address as part of their Bidder's Intention to Submit a Proposal submission.

Table 1-1 Key Action Dates

ACTIVITIES	DATE/TIME
1) Release of RFP	February 6, 2004
2) Last day to submit questions for clarification of RFP prior to Bidders Conference.	February 20, 2004
3) Non-Mandatory Bidders Conference: Department of General Services Headquarters Office 707 3rd Street West Sacramento, CA, 95605, 1st floor (Auditorium)	March 5, 2004 10:00 AM to 12:00 Noon
4) Last day to submit; Bidder's Intention to Submit a Proposal, Confidentiality Statement, Financial Responsibility Information, Request for Gate Clearance, and Digest of Laws	March 12, 2004
5) Department of Corrections and Youth Authority Site Visits (See SECTION 1, 1.12)	March 2004
6) Last day to request changes in the RFP requirements (See SECTION 2, 2.2 d).	March 26, 2004
7) Last day to protest RFP requirements.*	May 10, 2004
8) Submission of Draft Proposals	May 24, 2004
9) Confidential Bidder Discussions w/ Bidders submitting Draft Proposals. Bidders will be notified individually of the date, time and locations of their confidential discussion with the State.	June 14-22, 2004
10) <i>Last Day for RFP Questions</i>	<u>September 9, 2004</u>
11) <i>Responses to Bidder Questions</i>	<u>September 10, 2004</u>
12) <i>Last Day to Protest RFP Requirements</i>	<u>September 16, 2004</u>
13) Final Proposal submission **	<u>September 22, 2004</u>
14) Demonstration***	<u>October 7-12, 2004</u>
15) Public Cost Opening***	<u>October 22, 2004</u>
16) Notification of Intent to Award ***	<u>October 27, 2004</u>

Addendum #8-June 23, 2004

ACTIVITIES	DATE/TIME
17) Last Day to Protest Selection ***	<u>October 28, 2004</u>
18) Contract Award and Execution ***	<u>October 29, 2004</u>

Additional action dates may be inserted as needed.

*Or five (5) days following an addendum that changes the requirements of the RFP (See RFP SECTION 2, 2.2 d – Questions Regarding the RFP).

** BIDDERS ARE STRONGLY ENCOURAGED TO REVIEW THE BIDDER'S FINAL PROPOSAL CHECKLIST (refer to EXHIBIT 1-B) PRIOR TO SUBMITTING FINAL PROPOSAL.

***These dates are subject to change depending on the number of final proposals received and the length of time necessary to complete the evaluation process.

1.8 Non-Mandatory Bidders Conference

Bidders will be afforded the opportunity to meet with CDC/CYA personnel to discuss the current environment within a correctional setting and with DGS personnel to discuss the procurement process and the content of the bid. Written questions received prior to the conference will be answered at the conference without divulging the source of the query. The State may also accept oral questions during the conference and attempt to provide answers during the conference, time permitting. No transcript of the discussion will be provided. If questions asked at the conference cannot be adequately answered during the discussion, answers will be provided later to those expressing an interest in the questions. Oral answers shall not be binding on the State. A sign-in sheet will be provided to document attendance.

1.9 Letter of Intent to Bid

Bidders that want to participate in this procurement must submit a notification of intention to bid on this procurement in accordance with the; EXHIBIT 1-A Bidder's Intention to Submit a Proposal contained in this section. Only those Bidders submitting EXHIBIT 1-A will receive additional correspondence regarding this procurement. The letter should provide all the requested information. There is to be only one (1) Bidder contact person during the process. Information related to a Bidder will only be given to the designated contact person. It shall be the Bidder's responsibility to immediately notify the State Department Official, in writing, regarding any revision to the information pertaining to the designated contact person. The State shall not be responsible for proposal correspondence not received by the Bidder if the Bidder fails to notify the State, in writing, about any change pertaining to the designated contact person.

Addendum #8-June 23, 2004

1.10 Financial Responsibility Information

The Bidder must provide financial statements giving the State enough information to determine the financial responsibility and stability of the Prime Bidder and any participating partners and subcontractors. See EXHIBIT 1-C Statement of Experience and Financial Condition Requirements, which may be used for this purpose.

These statements may include, but are not limited to:

Financial Statement, or Annual Report, or Securities and Exchange Commission (SEC) Form 10-K, or Federal tax returns, for the last two (2) years;

Statement of income and related earnings for the last two (2) years;

Statement of Changes in financial position for the last two (2) years;

Letter from the Bidder's banking institution for the last two (2) years;

Statement from certified public accounting firm for the last two (2) years.

If the information submitted by the Bidder is insufficient to satisfy the State as to the Bidder's contractual responsibility, the State may request additional information from the Bidder or reject the bid as unsatisfactory to reliably establish contractor responsibility. The State's determination of the Bidder's responsibility, for the purposes of this RFP, shall be final.

NOTE: If any of the submitted information is identified by the Bidder as confidential, it shall be treated as such by the State and returned upon request after the Bidder's responsibility has been determined.

1.11 Confidentiality Statement

The Bidder must submit a signed Confidentiality Statement (Exhibit 1-D) with the Bidder's Intention to Submit a Proposal.

1.12 CDC/CYA Site Visits

The CDC and/or CYA will schedule site visits to their respective facilities. The purpose of the site visits is to allow Bidders to visit designated locations within the CDC/CYA facilities in which the IWTS equipment will be located. Due to security requirements, the CDC/CYA have limited the number of persons allowed in an operating institution, therefore, each Bidder will be limited to two (2) representatives for each site visit. Bidders who are interested in attending CDC and/or CYA sites should complete the Request for Gate Clearance Exhibit 1-E. Additionally for CDC site visits, Bidders should also complete the Digest of Laws Related to Association with Inmates, Exhibit 1-F for each representative. All completed forms should be submitted to DGS

with the Bidders of Intention to Submit a Proposal form. The date and time for the site visits will be scheduled in the March 2004 timeframe. The CDC/CYA will only contact the Bidders who have submitted the required forms.

Specific personal information is required for CDC/CYA to run a background security check, which takes approximately two weeks to process to authorize Bidders a one-day gate clearance to the identified CDC/CYA facilities. Site visits will be denied to Bidders who do not pass the background security check.

1.13 Submission of Draft Proposals

The Draft Proposal step provides the State an opportunity to better understand the details of the proposed solution and the Bidder an opportunity to better understand the State's documentation requirements. A written review of the Draft proposal will be provided to the Bidder by the State when the confidential Bidder discussion has been scheduled between the State and the Bidder.

1.14 Confidential Bidder Discussions

The Confidential Bidder Discussions provides an opportunity for the State and the Bidder to meet and review the Draft Proposal review comments and clarify any remaining issues before Final Proposals are submitted. Verbal responses by either party are not binding. Only written communications are binding.

1.15 Demonstration

The demonstration step provides an opportunity for the State to see the proposed solution in operation and to validate specific performance requirements for each responsive bidder. The details of the demonstration phase can be found in SECTION 10 – Demonstration of this RFP. Bidders that are found to have material deviations are non-responsive, and will not have their sealed cost proposals opened.

1.16 Public Cost Opening

The Public Cost Opening Step provides an opportunity for the State to present the preliminary proposal evaluation results including: pass/fail, proposal quality scores and the public opening of qualified cost proposals. Proposals that are determined to have material deviations, which therefore make them non-responsive, will not have their sealed cost proposals opened.

1.17 Notice of Intent to Award

A Notice of Intent to Award for this solicitation will be sent to all participating Bidders and publicly posted at:

Department of General Services

Procurement Division
707 Third Street, 2nd Floor
West Sacramento, CA 95605

1.18 Alternative Protest Pilot Project

This solicitation/acquisition is being conducted under the provisions of the Alternative Protest Pilot Project (Public Contract Code Section 12125 et seq.). By submitting a bid to this solicitation conducted under the Alternative Protest Pilot Project Procedures (CA Code of Regulations, Title 1, Division 2, and Chapter 5), the Bidder agrees that all protests of the proposed award be resolved by binding arbitration. During the protest period any participating Bidder may protest the proposed award on the following grounds:

- A) For major information technology acquisitions – that there was a violation of the solicitation procedure(s) and that the protesting Bidder’s bid should have been selected; or
- B) For any other acquisition – that the protesting Bidder’s bid or proposal should have been selected in accordance with the selection criteria in the solicitation document.

Submit Notices of Intent to Protest to the Coordinator at:

Alternative Protest Pilot Project Coordinator
Department of General Services
Procurement Division
707 Third Street, 2nd Floor
West Sacramento, CA 95605
Voice (916) 375-4600
Fax (916) 375-4614

Within seven (7) working days after the last day to submit a Notice of Intent to Protest, a protesting Bidder must submit a signed, written detailed statement of protest, filing fee and deposit, as applicable, to the Coordinator. Untimely submission of the written detailed statement of protest waives Bidder’s right to protest.

A written Notice of Intent to Protest the proposed award of this solicitation must be received (facsimile acceptable) by the Coordinator before 5:00 P.M. Pacific Standard Time on the 5th day following public posting. Failure to submit a timely, written Notice of Intent to Protest waives Bidder’s right to file a protest.

Protest bond requirement: Bond amount for this Alternative Protest Pilot Project shall be 10% of the estimated contract value. See California Code of Regulations, Title 1, and Section 1418 Bond Requirement on page 18.

NOTE: This section supersedes 2.5 , Other Information, wherever it speaks to protests of the selection of a proposal for an award of a contract.

1.19 Americans With Disabilities Act (ADA) Compliance

Policy of Nondiscrimination on the Basis of Disability

To meet and carry out compliance with the nondiscrimination requirements of Title II of the Americans with Disabilities Act (ADA), it is the policy of the DGS-PD to make every effort to ensure that its programs, activities, employment opportunities, and services are available to all persons, including persons with disabilities.

For persons with a disability needing reasonable accommodation to participate in the procurement process, or for persons having questions regarding reasonable accommodation for the procurement process, please contact the DGS-PD at (916) 375-4400 (main office); the DGS-PD TTY/TDD (telephone device for the deaf) and California Relay Service numbers are listed below. You may also contact directly the DGS-PD contact person that is handling this procurement.

IMPORTANT: TO ENSURE THAT WE CAN MEET YOUR ACCOMMODATION, IT IS BEST THAT WE RECEIVE YOUR REQUEST AT LEAST 10 WORKING DAYS BEFORE THE SCHEDULED EVENT (i.e., MEETING, CONFERENCE, WORKSHOP, etc.) OR DEADLINE DUE-DATE FOR PROCUREMENT DOCUMENTS.

The Procurement Division TTY telephone numbers are:
Sacramento Office: (916) 376-1891
Fullerton Office: (714) 773-2093

The California Relay Service Telephone Numbers are:
Voice: 1-800-735-2922 OR 1-888-877-5379
TTY: 1-800-735-2929 OR 1-888-877-5378

Exhibit 1-A

Bidder's Intention to Submit a Proposal

This is to notify the Department of General Services that it is the Bidder's present intent to (*Bidder shall specify*) **{submit or *not submit}** information in response to the above referenced RFP. The individual to whom all information regarding this RFP should be transmitted is:

NAME	
ADDRESS	
CITY, STATE AND ZIP CODE	E-MAIL ADDRESS
PHONE NUMBER ()	FAX NUMBER ()

We are enclosing, as requested, the following completed documents:

- A) Statement of Experience and Financial Condition Requirements (includes Financial Statements); and
- B) Signed Confidentiality Statement
- C) Completed Request for Gate Clearance (if needed)
- D) Digest of Laws Related Association with Inmates (if needed)

Please indicate (check box) your intent regarding one of the following:

We concur with the proposed State Concession Contract as presented in the RFP.

OR

We do not concur with the proposed contract language and wish to utilize language that has been pre-approved by the Department of General Services prior to the publication of this RFP.

*If declining to bid, please state reason(s) why:

Sincerely,

SIGNATURE (Name) ▶	TYPED NAME AND TITLE	
COMPANY NAME	PHONE NUMBER ()	FAX NUMBER ()

Exhibit 1-B**Bidder's Final Proposal Checklist**

Final Proposal submitted documentation follows the format specified in SECTION 8 – Proposal Format in the RFP

- o Cover Letter with original signature is included
- o Volumes labeled as identified and in the specified number of copies
- o No cost data provided in any volume except Volume 3

The Contract is in final proposal and in order

- o Contract signed by an individual authorized to bind the firm
- o All blank areas in the contract language completed
- o
- o The costs for all equipment and services being offered in the final proposal are identified in the applicable attachment of the contract
- o The calculations for the above costs have been checked for accuracy

Bonds and other security documents requirement are satisfied

Contractor License information completed?

NOTE: In the State's DVBE (Disabled Veteran Business Enterprise) Requirement Attachment is the "Documentation Checklist and Compliance Recommendations" for assisting Bidders in the completion and submission of required documents for the requirement.

Bidders: The State makes no warranty that the checklist is a full comprehensive listing of every requirement specified in the solicitation. Checking off the items on the Checklist **does not** establish your firm's intent **nor** does it constitute responsiveness to the requirement(s). The Checklist is only a tool to assist participating Bidders in compiling their final proposal response. Bidders are encouraged to carefully read the entire solicitation. The need to verify all documentation and responses prior to the submission of final proposals cannot be over emphasized.

Exhibit 1-C

Statement of Experience and Financial Condition Requirements

Page 1 of 2

SUBMITTED BY
NAME OF COMPANY
ADDRESS
DATES OF FINANCIAL STATEMENTS

PRIVACY NOTIFICATION

The State of California Information Practices Act of 1977 requires the State to provide the following information to individuals who are asked to supply information about themselves:

The principal purpose for requesting the information on this form is to provide financial information to determine financial qualification. State policy and State and Federal statutes authorize maintenance of this information.

Furnishing all information on this form is mandatory. Failure to provide such information will delay or may even prevent completion of the action for which the form is being filled out.

The official responsible for maintaining the information contained in this form is: Name

The State will treat all financial information provided as confidential when designated as such. This information will only be shared with State personnel involved in the evaluation. All financial data will be returned or destroyed if requested. Vendors may be required to provide additional financial data as part of the RFP.

Exhibit 1-C, (Continued)

Statement of Experience and Financial Condition Requirements

Page 2 of 2

Attach Financial Statements, or Annual Reports, or SEC Form 10-K, or Federal tax returns, for the last two (2) years, accompanied by the following statement, for each year, which has the title(s) and signature(s) of the individual(s) who (prepared/examined/reviewed) the statements:

"We have **(prepared/examined/reviewed)** the balance sheet of **(Bidder)** as of **(date)** and the related statements of income, retained earnings and changes in financial position for each year.

In **(my/our)** opinion, the financial statements mentioned present fairly the financial position of **(Bidder)** as of **(date)** and the results of its operations and changes in its financial position for the year then ended, in conformity with generally accepted accounting principles applied on a consistent basis."

NAME OF COMPANY	
ADDRESS	
SSN#	
SIGNATURE ▶	TITLE
SIGNATURE ▶	TITLE
DATE	DATE

Exhibit 1-D

Confidentiality Statement

As an authorized representative and/or corporate officer of the company named below, I warrant my company and its employees will not disclose any documents, diagrams, information and information storage media made available to us by the State for the purpose of responding to RFP DGS-3037 or in conjunction with any contract arising there from. I warrant that only those employees who are authorized and required to use such materials will have access to them.

I further warrant that all materials provided by the State will be returned promptly after use and that all copies or derivations of the materials will be physically and/or electronically destroyed. I will include with the returned materials, a letter attesting to the complete return of materials, and documenting the destruction of copies and derivations. Failure to so comply will subject this company to liability, both criminal and civil, including all damages to the State and third parties. I authorize the State to inspect and verify the above.

I warrant that if my company is awarded the contract, it will not enter into any agreements or discussions with a third party concerning such materials prior to receiving written confirmation from the State that such third party has an agreement with the State similar in nature to this one.


REPRESENTATIVE'S SIGNATURE 	DATE
TYPED NAME OF REPRESENTATIVE	NAME OF COMPANY

Exhibit 1-E

State of California

Request for Gate Clearance

CONFIDENTIAL

MUST BE DELIVERED IN A SEALED ENVELOPE

The Bidder by signing this form acknowledges that he/she is authorizing initiation of a security clearance by the CDC/CYA. The CDC/CYA will acquire and evaluate a Criminal Identification and Investigation history for each prospective visitor prior to being approved to enter a correctional facility. The CDC/CYA personnel and individuals from the California Department of General Services will accompany the Bidder. CDC will facilitate escorts, for visits to its facilities, pursuant to Department Operations Manual Section 13020.9.1 Visits by Other Departments/Agencies.

Name of visiting contractors	Drivers License # /State	Date of Birth	SSN #	Agency/Company

I have read and understand that I am authorizing CDC/CYA to acquire a Criminal Identification and Investigation for the purpose of entering a correctional facility.

SIGNATURE ▶	DATE
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Exhibit 1-F

State of California

Department of Corrections

Digest of Laws Related to Association with Inmates:

Page 1 of 2

By signing this Agreement, the contractor agrees that, if the provisions of the Agreement require the contractor to enter an institution, the contractor and his/her employees shall be aware of and abide by the following rules:

Persons who are not departmental employees but are assigned to or engaged in work in any departmental facility shall observe all rules, regulations, and laws governing the conduct of employees. Failure to comply may lead to expulsion. [References: Penal Code (PC) Sections 5054 and 5058; California Code of Regulations (CCR), Title 15, Division 3, Sections 3285 and 3415.]

A warning sign is posted at the entrance to all public and business roadways onto the grounds of institutions, camps, and other departmental facilities where inmates or parolees are housed, indicating that by entering these grounds you consent to the search of your person, property, and vehicle. [References: CCR, Title 15, Div. 3, Sections 3173 and 3288.]

Refusal of visitors to submit to a search and inspection of their person, and property, and/or vehicles brought onto institution grounds may be cause for denial of visit. [References: PC Sections 2601, 5054, and 5058; CCR, Title 15, Div. 3, Sections 3173 and 3177.]

Persons normally permitted to enter a departmental facility or institution may be barred for cause by the Director, Warden, Superintendent, or Regional Administrator. [References: PC Sections 5054 and 5058; CCR, Title 15, Div. 3, Section 3176.]

It is a crime to falsify one's identity to gain admission to a facility. It is a crime for a person previously convicted of a felony in this state to enter the grounds of a facility without permission of the official in charge. [References: PC Sections 4570.5 and 4571; CCR, Title 15, Div. 3, Section 3173.]

It is a crime to enter institution property for unauthorized purposes. It is also a crime to refuse to leave when requested to do so by an official. [References: PC Section 602; CCR, Title 15, Div. 3, Section 3289.]

Exhibit 1-F

State of California

Department of Corrections

Digest of Laws Related to Association with Inmates:

Abetting or assisting inmates to escape is a crime. It is also a crime to bring firearms, deadly weapons, explosives, or tear gas on facility grounds. It is a crime to give inmates firearms, weapons, explosives, alcoholic beverages, narcotics, including cocaine or marijuana, or any other drug. [References: PC Sections 2772, 2790, 4533, 4535, 4550, 4573, 4573.5, 4573.6, and 4574.]

It is a crime to give or take letters from inmates without the authorization of the Warden. [References: PC Section 4570; CCR, Title 15, Div. 3, Section 3401.]

Giving gifts or presents to inmates is not permitted. [References: PC Section 2541; CCR, Title 15, Div. 3, Sections 3010 and 3399.]

Receiving gifts from inmates is not permitted. [References: PC Sections 2540 and 2541; CCR, Title 15, Div. 3, Sections 3010, 3399, and 3424.]

In the event of an emergency situation that affects a significant portion of the inmate population at an institution, the visiting program and other program activities may be suspended during the period of emergency. [References: PC Section 2601; CCR, Title 15, Div. 3, Section 3383.]

Employees shall not permit the taking of hostages by inmates or others in an attempt to escape, or otherwise interfere with orderly institution operations. Hostages will not be recognized for bargaining purposes. All inmates, visitors and staff will be informed of this regulation. [References: PC Sections 5054 and 5058; CCR, Title 15, Div. 3, Section 3304.]

It is a crime for a person to make verbal or written statements concerning a discharged inmate to procure or deprive the inmate of employment for the purpose of extortion. [References: PC Section 2947]

I have read and understand the implications of the above information.

SIGNATURE ▶	TITLE	DATE
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SECTION 2 – Rules Governing Competition

2.1 Identification and Classification of RFP Requirements

a. Requirements

The State has established certain requirements with respect to proposals to be submitted by prospective Contractors. The use of "shall," "must," or "will" (except to indicate simple futurity) in the Request for Proposal (RFP) indicates a requirement or condition from which a deviation, if not material, may be waived by the State. A deviation from a requirement is material if the deficient response is not in substantial accord with the RFP requirements, provides an advantage to one (1) Bidder over other Bidders, or has a potentially significant effect on the delivery, quantity or quality of items proposed, amount paid to the Contractor, or cost to the State. Material deviations cannot be waived.

b. Desirable Items

The words "should" or "may" in the RFP indicate desirable attributes or conditions, but are non-mandatory in nature. Deviation from, or omission of, such a desirable feature, even if material, will not in itself cause rejection of the proposal.

2.2 Proposing Requirements and Conditions

a. General

This RFP, the evaluation of responses, and the award of any resultant contract shall be made in conformance with current competitive bidding procedures as they relate to the procurement of goods and services by public bodies in the State of California. A Bidder's Final Proposal is an irrevocable offer for one hundred twenty (120) days following the scheduled date for contract award specified in SECTION 1 – Introduction. A Bidder may extend the offer in the event of a delay of contract award.

b. RFP Documents

This RFP includes, in addition to an explanation of the State's needs which must be met, instructions which prescribe the format and content of proposals to be submitted and the model of the contract to be executed between the State and the successful Bidder. If a Bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the Bidder shall immediately notify the State of such error in writing and request clarification or modification of the document.

Modifications will be made by addenda issued pursuant to this SECTION 2 – Rules Governing Competition, 2.2 f, Addenda, hereunder. Such clarifications shall be given by written notice to all parties who have been furnished an RFP for proposing purposes, without divulging the source of the request for same. Insofar as practicable, the State will give such notices to other interested parties, but the State shall not be responsible therefore.

If the RFP contains an error known to the Bidder, or an error that reasonably should have been known, the Bidder shall submit a proposal at its own risk. If the Bidder fails to notify the State of the error prior to the date fixed for submission of proposals, and is awarded the contract, the Bidder shall not be entitled to additional compensation or time by reason of the error or its later correction.

C. Examination of the Work

The Bidder should carefully examine the entire RFP and any addenda thereto, and all related materials and data referenced in the RFP or otherwise available to the Bidder, and should become fully aware of the nature and location of the work, the quantities of the work, and the conditions to be encountered in performing the work. Specific conditions to be examined may be listed in the RFP, SECTION 5 – Administrative Requirements.

d. Questions Regarding the RFP

Bidders requiring clarification of the intent or content of this RFP or on procedural matters regarding the competitive procurement process may request clarification by submitting questions, with the envelope clearly marked "Questions Relating to RFP DGS-3037," to the Department of General Services (DGS) Office of Procurement Official listed in SECTION 1 – Introduction. To ensure a response, questions must be received in writing by the scheduled date(s) provided in SECTION 1. Question and answer sets will be provided to all Bidders without identifying the submitters.

A Bidder who desires clarification or further information on the content of the RFP, but whose questions relate to the proprietary aspect of that Bidder's proposal, and which, if disclosed to other Bidders, would expose that Bidder's proposal, may submit such questions in the same manner as above, but also marked "CONFIDENTIAL," and not later than the scheduled date specified in SECTION 1 – Introduction, to ensure a response. The Bidder must explain why any questions are sensitive in nature. If the State concurs that the disclosure of the question or answer would expose the proprietary nature of the proposal, the question will be answered and both the question and answer will be kept in confidence. If the State does not concur with the proprietary aspect of the question, the question will not be answered in this manner and the Bidder will be so notified.

If the Bidder believes that one (1) or more of the RFP requirements is onerous, unfair, or imposes unnecessary constraints to the Bidder in proposing less costly or alternate solutions, the Bidder may request a change to the RFP by submitting, in writing, the recommended change(s) and the facts substantiating this belief and reasons for making the recommended change. Such request must be submitted to the DGS Procurement Division Official by the date specified in SECTION 1, 1.7 Key Action Dates, for submitting a request for change. Oral answers shall not be binding on the State.

e. Bidder's Intention to Submit a Proposal

Bidders who have been furnished a copy of the RFP for proposing purposes are asked to state their intention by the date specified in SECTION 1, 1.7 Key Action Dates, with respect to submission of proposals. The State is also interested as to a Bidder's reasons for not submitting a proposal; as, for example, requirements, which cannot be met, or unusual terms and conditions, which arbitrarily raise costs. Bidders are asked to categorize their intent as follows:

- o Intends to submit a proposal and has no problem with the RFP requirements;
- o Intends to submit a proposal, but has one (1) or more problems with the RFP requirements for reasons stated in this response;
- o Does not intend to submit a proposal for reasons stated in this response, and has no problem with the RFP requirements; or
- o Does not intend to submit a proposal because of one (1) or more problems with the RFP requirements for reasons stated in this response. If Bidders have indicated significant problems with the RFP requirements, the State will examine the stated reasons for the problems and will attempt to resolve any issues in contention, if not contrary to the State's interest, and will amend the RFP if appropriate. All Bidders who have been furnished a copy of this RFP for proposing purposes will be advised by the State of any actions taken as a result of the Bidder's responses. If after such actions, a Bidder determines that the requirements of the RFP unnecessarily restrict its ability to respond, the Bidder is allowed five (5) working days to submit a protest to those RFP requirements or the State's action, according to the instructions contained SECTION 2 – Rules Governing Competition, 1408, Filing a Protest and following.

For the purposes of the instructions of this RFP, all Bidders who have indicated their intent to submit a Final Proposal are called Bidders until such time that the Bidder withdraws or other facts indicate that the Bidder has become non-participating.

f. Addenda

The State may modify the RFP prior to the date fixed for submission of Final Proposals by issuance of an addendum to all parties who are participating in the proposing process at the time the addendum is issued, unless the amendments are such as to offer the opportunity for nonparticipating Bidders to become participating, in which case the addendum will be sent to all parties receiving the RFP for proposing purposes. Addenda will be numbered consecutively. If any Bidder determines that an addendum unnecessarily restricts its ability to propose, the Bidder is allowed five (5) working days to submit a protest to the addendum according to the instructions contained in SECTION 2, 2.5 , CCR 1408, Filing a Protest and following that starts on page 14.

g. Removal of Names from Pre-qualified Bidders List

The DGS may remove the name of any Bidder from its lists of pre-qualified Bidders under any one (1) or more of the following conditions:

A Bidder does not respond by proposal to three (3) consecutive calls for proposals on equipment, software, or services for which such Bidder has previously requested opportunity to propose.

A Bidder's past performance on State contracts has demonstrated a lack of reliability in complying with and completing such contracts.

h. Bonds

The State reserves the right to require a faithful performance bond or other security document as specified in the RFP from the Bidder in an amount not to exceed the amount of the contract. In the event a surety bond is required by the State which has not been expressly required by the specification, the State will reimburse the Bidder, as an addition to the purchase price, in an amount not exceeding the standard premium on such bond.

i. Discounts

In connection with any discount offered, except when provision is made for a testing period preceding acceptance by the State, time will be computed from date of delivery of the supplies or equipment as specified, or from date correct invoices are received in the office specified by the State if the latter date is later than the date of delivery. When provision is made for a testing period preceding acceptance by the State, date of delivery shall mean the date the supplies or equipment are accepted by the State during the specified testing period. Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing the State warrant or check.

Cash discounts of less than twenty (20) days or less than one half of one percent (1/2 of 1%) will not be considered in evaluating offers for award purposes unless otherwise specified by the State in the proposal invitation; however, offered discounts of less than twenty (20) days will be taken if payment is made within the discount period, even though not considered in the evaluation of offers.

j. Joint Proposals

A joint proposal, two or more Bidders quoting jointly on one proposal, may be submitted and each participating Bidder must sign the joint proposal. If the contract is awarded to joint Bidders, it shall be one indivisible contract. Each joint Bidder will be jointly and severally responsible for the performance of the entire contract, and the joint Bidders must designate, in writing, one individual having authority to represent them in all matters relating to the contract. The State assumes no responsibility or obligation for the division of orders or purchases among the joint Bidders.

k. Air or Water Pollution Violations

Unless the contract is less than \$5,000 or with a sole source Contractor, Government Code Section 4477 prohibits the State from contracting with a person, including a corporation or other business association, who has been determined to be in violation of any State or Federal air or water pollution control law. Government Code Section 4481 requires the State Water Resources Control Board and the Air Resources Board to notify State agencies of such persons.

Prior to an award, the DGS shall ascertain if the intended awardee is a person included in notices from the Boards by reference to notices. In the event of any doubt of the intended awardee's identity or status as a person who is in violation of any State or Federal air or water pollution law, the State will notify the appropriate Board of the proposed award and afford the Board the opportunity to advise the DGS that the intended awardee is such a person.

No award will be made to a person who is identified either by the published notices or by advice, as a person in violation of State or Federal air or water pollution control laws.

l. Fair Employment and Housing Commission Regulations

The California Government Code Section 12990 requires all State Contractors to have implemented a Nondiscrimination Program before entering into any contract with the State. The Department of Fair Employment and Housing (DFEH) randomly selects and reviews State Contractors to ensure their compliance with the law. DFEH periodically

disseminates a list of Bidders who have not complied. Any Bidder so identified is ineligible to enter into any State contract.

m. Exclusion for Conflict of Interest

No consultant shall be paid out of State funds for developing recommendations on the acquisition of Electronic Data Processing (EDP) and telecommunications products or services or assisting in the preparation of a feasibility study, if that consultant is to be a source of such acquisition or could otherwise directly and/or materially benefit from State adoption of such recommendations or the course of action recommended in the feasibility study. Further, no consultant shall be paid out of State funds for developing recommendations on the disposal of State surplus EDP and telecommunication products, if that consultant would directly and/or materially benefit from State adoption of such recommendations.

n. Follow-on Contracts

No person, firm, or subsidiary thereof who has been awarded a consulting services contract, or a contract which includes a consulting component, may be awarded a contract for the provision of services, delivery of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate as an end product of the consulting services contract. Therefore, any consultant who contracts with a State agency to develop formal recommendations for the acquisition of EDP products or services is precluded from contracting for any work recommended in the formal recommendations. (Formal recommendations include, among other things, feasibility studies.)

o. Disclosure of Financial Interests

Proposals in response to State procurements for assistance in preparation of feasibility studies or the development of recommendations for the acquisition of EDP products and services must disclose any financial interests (i.e., service contract, Original Equipment Manufacturer (OEM) agreements, remarketing agreements, etc.) that may foreseeably allow the individual or organization submitting the proposal to materially benefit from the State's adoption of a course of action recommended in the feasibility study or the acquisition recommendations. If, in the State's judgment, the financial interest will jeopardize the objectivity of the recommendations, the State may reject the proposal.

In addition, should a consultant establish or become aware of such a financial interest during the course of contract performance, the consultant must inform the State in writing within ten (10) working days. If, in the State's judgment, the newly established financial interest will jeopardize the objectivity of the recommendations, the State shall have the option of terminating the contract.

Failure to disclose a relevant financial interest on the part of a consultant will be deemed grounds for termination of the contract with all associated costs to be borne by the consultant and, in addition, the consultant may be excluded from participating in the State's proposal processes for a period of up to three hundred sixty (360) calendar days in accordance with Public Contract Code Section 12102 (j).

2.3 Proposal Steps

a. General

The procurement process to be used in this acquisition is composed of only the Final Phase, which includes a Final Proposal. REFER TO SECTION 1 TO DETERMINE WHICH PHASES AND STEPS ARE INCLUDED IN THIS RFP.

The Final Proposal is a mandatory step for all Bidders; all other steps are optional. However, all Bidders are strongly encouraged to follow the scheduled steps of this procurement to increase the chance of submitting a compliant Final Proposal. Cost submitted in any submission other than the Final Proposal may preclude the Bidder from continuing in the process.

b. Final Phase

The purpose of the Final Phase is to obtain proposals that are responsive in every respect. This phase includes a Final Proposal only, as described below:

c. Final Proposal:

The Final Proposal must be complete; including all cost information and required signatures on the five (5) copies of the model contract. Cost data as identified in SECTION 8 – Proposal Format must be submitted under separate, sealed cover.

Changes that appear in the final proposal, other than corrections of defects, increase THE RISK THAT THE FINAL PROPOSAL MAY BE FOUND DEFECTIVE.

d. Confidentiality

Final proposals are public upon opening; however, the contents of all proposals, correspondence, agenda, memoranda, working papers, or any other medium which discloses any aspect of a bidder's proposal shall be held in the strictest confidence until notice of intent to award. Bidders should be aware that marking a document "confidential" or "proprietary" in a final

proposal will not keep that document from being released after notice of intent to award as part of the public record, unless a court has ordered the state not to release the document. The content of all working papers and discussions relating to the bidder's proposal shall be held confidential indefinitely unless the public interest is best served by an item's disclosure because of its direct pertinence to a decision, agreement or the evaluation of the proposal.

Any disclosure of confidential information by the bidder is a basis for rejecting the bidder's proposal and ruling the bidder ineligible to further participate. Any disclosure of confidential information by a state employee is a basis for disciplinary action, including dismissal from state employment, as provided by government code section 19570 et seq. Total confidentiality is paramount; it cannot be overemphasized.

e. Submission of Proposals

The instructions contained herein apply to the Final Proposal.

Preparation

Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. **EMPHASIS SHOULD BE CONCENTRATED ON CONFORMANCE TO THE RFP INSTRUCTIONS, RESPONSIVENESS TO THE RFP REQUIREMENTS, AND ON COMPLETENESS AND CLARITY OF CONTENT.**

Before submitting the Final Proposal, the Bidder should carefully proof it for errors and adherence to the RFP requirements.

Bidder's Cost

Costs for developing proposals are the responsibility entirely of the Bidder and shall not be chargeable to the State.

Completion of Proposals

Proposals must be complete in all respects as required by the RFP SECTION 8 – Proposal Format. A Final Proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. A Final Proposal must be rejected if any such defect or irregularity constitutes a material deviation from the RFP requirements. The Final Proposal must contain all costs required by the RFP, setting forth a unit price and total price for each unit price item, and a total price for each lump sum price item in the schedule, all in clearly

legible figures. If required in the RFP SECTION 8 – Proposal Format, cost data (as identified in the above referenced section) must be submitted under separate, sealed cover. Exhibit 2-A at the end of this section emphasizes the requirements of competitive bidding and contains examples of common causes for rejection of proposals. Bidders are encouraged to review this exhibit.

False or Misleading Statements

Proposals which contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the Bidder, may be rejected. If, in the opinion of the State, such information was intended to mislead the State in its evaluation of the proposal, and the attribute, condition, or capability is a requirement of this RFP, it will be the basis for rejection of the proposal.

Signature of Proposal

A cover letter (which shall be considered an integral part of the Final Proposal) and Standard Agreement, STD 213 shall be signed by an individual who is authorized to bind the bidding firm contractually. The signature must indicate the title or position that the individual holds in the firm. An unsigned Final Proposal shall be rejected.

Delivery of Proposals

Mail or deliver proposals to the Department Official listed in SECTION 1. If mailed, use certified or registered mail with return receipt requested.

Proposals must be received in the number of copies stated in the RFP SECTION 8– Proposal Format and not later than the date and time specified in SECTION 1. One copy must be clearly marked "Master Copy." All copies of proposals must be under sealed cover which is to be plainly marked "FINAL PROPOSAL" for RFP DGS-3037." Also, the sealed cover of all submittals, except the Final Proposal, shall be clearly marked "CONFIDENTIAL," and shall state the scheduled date and time for submission. Proposals not submitted under sealed cover will be returned for sealing. Final Proposals not received by the date and time specified in SECTION 1, or not sealed, will be rejected. If required in the RFP SECTION 8– Proposal Format, all cost data (as identified in the above referenced section) must be submitted under separate, sealed cover and clearly marked "COST DATA." If cost data is required to be submitted separately sealed, and is not submitted in this manner, the proposal will be rejected. Proposals submitted under improperly marked covers may be rejected. If discrepancies are found between two or more copies of the

proposal, the proposal may be rejected. However, if not so rejected, the Master Copy will provide the basis for resolving such discrepancies. If one copy of the Final Proposal is not clearly marked "Master Copy," the State may reject the proposal; however, the State may at its sole option select, immediately after proposal opening, one copy to be used as the Master Copy.

Withdrawal and Resubmission/Modification of Proposals

A Bidder may withdraw its Final Proposal at any time prior to the proposal submission time specified in SECTION 1 by submitting a written notification of withdrawal signed by the Bidder authorized in accordance with Signature of Proposal (above). The Bidder may thereafter submit a new or modified proposal prior to such proposal submission time. Modification offered in any other manner, oral or written, will not be considered. Final Proposals cannot be changed or withdrawn after the time designated for receipt, except as provided in this section.

f. Rejection of Proposals

The State may reject any or all proposals and may waive any immaterial deviation or defect in a proposal. The State's waiver of any immaterial deviation or defect shall in no way modify the RFP documents or excuse the Bidder from full compliance with the RFP specifications if awarded the contract.

g. Evaluations and Selection Process

General

Proposals will be evaluated according to the procedures contained in the RFP SECTION 9 – Proposal Evaluation.

Evaluation Questions

During the evaluation and selection process, the State may desire the presence of a Bidder's representative for answering specific questions, orally and/or in writing.

Errors in the Final Proposal

An error in the Final Proposal may cause the rejection of that proposal; however, the State may at its sole option retain the proposal and make certain corrections.

In determining if a correction will be made, the State will consider the conformance of the proposal to the format and the content required by the

RFP, and any unusual complexity of the format and content required by the RFP.

- o If the Bidder's intent is clearly established based on review of the complete Final Proposal submittal, the State may at its sole option correct an error based on that established intent.
- o The State may at its sole option correct obvious clerical errors.
- o The State may at its sole option correct discrepancy and arithmetic errors on the basis that, if intent is not clearly established by the complete proposal submittal, the Master Copy shall have priority over additional copies, the proposal narrative shall have priority over the contract, the contract shall have priority over the cost sheets, and within each of these, the lowest level of detail will prevail. If necessary, the extensions and summary will be recomputed accordingly, even if the lowest level of detail is obviously mis-stated. The total price of unit-price items will be the product of the unit price and the quantity of the item. If the unit price is ambiguous, unintelligible, uncertain for any cause, or is omitted, it shall be the amount obtained by dividing the total price by the quantity of the item.
- o The State may at its sole option correct errors of omission, and in the following four situations, the State will take the indicated actions if the Bidder's intent is not clearly established by the complete proposal submittal.
 - ◆ If an item is described in the narrative and omitted from the contract and cost data provided in the proposal for evaluation purposes, it will be interpreted to mean that the item will be provided by the Bidder at no cost.
 - ◆ If a minor item is not mentioned at all in the Final Proposal and is essential to satisfactory performance, the proposal will be interpreted to mean that the item will be provided without a decrease in concession fees.
 - ◆ If a major item is not mentioned at all in the Final Proposal, the proposal will be interpreted to mean that the Bidder does not intend to supply that item.
 - ◆ If a major item is omitted, and the omission is not discovered until after contract award, the Bidder shall be required to supply that item without a decrease in concession fees
- o If a Bidder does not follow the instructions for computing costs not related to the contract (e.g., State personnel costs), the State may reject the proposal, or at its sole option, recompute such costs based on instructions contained in the RFP.

If the recom compilations or interpretations, as applied in accordance with this section, result in significant changes in the amount of money to be paid to the Bidder (if awarded the contract) or in a requirement of the Bidder to supply a major item at no cost, the Bidder will be given the opportunity to promptly establish the grounds legally justifying relief from its proposal.

IT IS ABSOLUTELY ESSENTIAL THAT BIDDERS CAREFULLY REVIEW THE COST ELEMENTS IN THEIR FINAL PROPOSAL, SINCE THEY WILL NOT HAVE THE OPTION TO CHANGE THEM AFTER THE TIME FOR SUBMITTAL.

- o In the event an ambiguity or discrepancy between the general requirements described in SECTION 4 – Proposed Solution, and the specific service level requirements set forth in SECTION 6 – IWTS Requirements, is detected after the opening of proposals, SECTION 6, and the Bidder's response thereto, shall have priority over SECTION 4. Refer to paragraph 2.2 b regarding immediate notification to State contact when ambiguities, discrepancies, omissions, etc., are discovered.

h. Award of Contract

Award of contract, if made, will be in accordance with the RFP SECTION 9 – Proposal Evaluation, to a responsible Bidder whose Final Proposal complies with all the requirements of the RFP documents and any addenda thereto, except for such immaterial defects as may be waived by the State. Award, if made, will be made within 45 days after the scheduled date for Contract Award specified in SECTION 1; however, a Bidder may extend the offer beyond 120 days in the event of a delay of contract award.

The State reserves the right to determine the successful Bidder(s) either on the basis of individual items or on the basis of all items included in its RFP, unless otherwise expressly provided in the State's RFP. The State reserves the right to modify or cancel in whole or in part its RFP.

Unless the Bidder specifies otherwise in its proposal, the State may accept any item or group of items of any proposal. The State reserves the right to modify or cancel in whole or in part its RFP.

Written notification of the State's intent to award will be made to all Bidders. If a Bidder, having submitted a Final Proposal, can show that its proposal, instead of the proposal selected by the State, should be selected for contract award according to the rules of this paragraph, the Bidder will be allowed to submit a protest of the Intent to Award, according to the instructions contained in 2.5 – Other Information.

i. Debriefing

A debriefing may be held after contract award at the request of any Bidder for the purpose of receiving specific information concerning the evaluation. The discussion will be based primarily on the technical and cost evaluations of the Bidder's Final Proposal. A debriefing is not the forum to challenge the RFP specifications or requirements.

2.4 Contractual Information

a. Contract Form

The State has model contract forms to be used by State agencies when contracting for Information Technology or Telecommunications goods and services. The model contract(s) appropriate for the specific requirements of this RFP are included in the RFP, Appendix A.

b. Specific Terms and Conditions

In this competitive bidding, the contract to be awarded is included in the solicitation document in its final form, and any alteration by a Bidder will result in rejection of its proposal.

c. Term of Contract

The State intends to retain the required goods and services for at least the period specified elsewhere in this RFP. Ideally, the term of the contract will be for the specified period. If the State requires the contract to be terminated during the contract period, such a requirement will be specified in the Concession Contract language in Appendix A of this RFP. The State will accept a contract for a longer period than specified if, at the sole option of the State, the contract may be terminated at the end of the period specified with or without the payment of termination charges. Such termination charges, if any, must be included in the evaluated cost of the proposal.

2.5 Other Information

Article 2. Protest Procedure

1406. Notice of Intent to Protest; Service List

- a) An unsuccessful Bidder who intends to protest the awarded contract pursuant to this chapter must inform the Coordinator. The Notice of Intent to Protest must be in writing and must reach the Coordinator within the number of days specified in the Solicitation, which shall be not less than 1 working day and not more than 5 working days after the posting of the Notice of Intent to Award Contract, as specified in the Solicitation. Failure to give written

notice by Close of Business on that day shall waive the right to protest.

- b) On the day after the final day to submit a Notice of Intent to Protest, the Coordinator shall make a service list consisting of those Bidders who did submit a Notice of Intent to Protest, the Awardee, and the Contracting Department. The Coordinator shall include addresses and facsimile (fax) numbers on this list and shall forward this service list to those Bidders who submitted a Notice of Intent to Protest.

**NOTE: AUTHORITY: PUBLIC CONTRACT CODE SECTION 12126.
REFERENCE: PUBLIC CONTRACT CODE SECTIONS 12125-12130.**

1408. Filing a Protest

- a) A protest is filed by the submission of: the Detailed Written Statement of Protest and any exhibits specified in section 1412; a check or money order made payable to the Office of Administrative Hearings (OAH) for the filing fee of \$50; and the arbitration deposit as specified in subsection (c) or (d) to the Coordinator by the Close of Business on the 7th working day after the time specified in the Solicitation for written Notice of Intent to Protest under section 1406. A copy of the Detailed Written Statement of Protest and exhibits must also be served on all Parties named in the service list as specified in section 1406. A Protestant who fails to comply with this subsection waives Protestant's right to protest.
- b) Protestant(s) must provide a fax number. Notification by facsimile is sufficient for service. If the Detailed Written Statement of Protest is sent to the Coordinator by facsimile, Protestant must:
- ◆ Verify that the pages sent were all received by the Coordinator; and
 - ◆ Remit the required deposit and filing fee to Coordinator by any reasonable means. If sending via carrier, the postmark date or equivalent shall be used to determine timeliness.
- c) Each Protestant not certified as a Small Business shall make a deposit of the estimated arbitration costs, by check or money order made payable to the Office of Administrative Hearings, as determined by the Estimated Contract Value.
- ◆ For contracts up to \$100,000.00, the deposit shall be \$1500.00.

- ◆ For contracts of \$100,000.00 up to \$250,000.00, the deposit shall be \$3,000.00.
 - ◆ For contracts of \$250,000.00 up to \$500,000.00, the deposit shall be \$5,000.00.
 - ◆ For contracts of \$500,000.00 and above, the deposit shall be \$7,000.00.
 - ◆ Failure to remit a timely required deposit waives the right of protest.
 - ◆ Any refund to Protestant(s) shall be made per section 1436.
- d) Each Protestant certified as a Small Business shall submit a copy of the Small Business Certification in lieu of the deposit specified in subsection (c). If Protestant is a Small Business and the protest is denied by the arbitrator, the Contracting Department shall collect the costs of the arbitration from Protestant. If Protestant does not remit the costs due, the Contracting Department may offset any unpaid arbitration costs from other contracts with Protestant and/or may declare Protestant to be a non-responsible Bidder on subsequent solicitations.

**NOTE: AUTHORITY: PUBLIC CONTRACT CODE SECTION 12126.
REFERENCE: PUBLIC CONTRACT CODE SECTIONS 12125-12130.**

1410. Grounds for Protest

- a) The Public Contract Code, at section 12126(d) provides: Authority to protest under this chapter shall be limited to participating Bidders.
- 1) Grounds for Major Information Technology Acquisition protests shall be limited to violations of the Solicitation procedures and that the Protestant should have been selected.
 - 2) Any other acquisition protest filed pursuant to this chapter shall be based on the ground that the bid or proposal should have been selected in accordance with selection criteria in the Solicitation document.
- b) The burden of proof for protests filed under this chapter is preponderance of the evidence, and Protestant(s) must bear this burden.

**NOTE: AUTHORITY: PUBLIC CONTRACT CODE SECTION 12126.
REFERENCE: PUBLIC CONTRACT CODE SECTIONS 12125-12130.**

1412. Detailed Written Statement of Protest
- a) The Detailed Written Statement of Protest must include the grounds upon which the protest is made, as specified in 1410(a).
 - b) The Detailed Written Statement of Protest shall contain reasons why Protestant should have been awarded the contract.
 - 1) For Major Information Technology Acquisition and Telecommunications protests, the Detailed Written Statement of Protest must specify each and every Solicitation procedure which was violated and the manner of such violation by specific references to the parts of the Solicitation attached as exhibits and why, but for that violation, Protestant would have been selected.
 - 2) For other acquisition protests, the Detailed Written Statement of Protest must specify each and every selection criterion on which Protestant bases the protest by specific references to the parts of the Solicitation attached as exhibits.
 - 3) For all protests, Protestant must specify each and every reason that all other Bidders who may be in line for the contract award should not be awarded the contract.
 - c) The Detailed Written Statement of Protest must be limited to 50 typewritten or computer generated pages, excluding exhibits, at a font of no less than 12 point or pica (10 characters per inch), on 8 1/2 inch by 11-inch paper of customary weight and quality. The color of the type shall be blue-black or black. In addition to a paper copy, the arbitrator may request that a Protestant submit such information on computer compatible diskette or by other electronic means if the Protestant has the ability to do so.
 - d) Any exhibits submitted shall be paginated and the pertinent text highlighted or referred to in the Detailed Written Statement of Protest referenced by page number, section and/or paragraph and line number, as appropriate.
 - e) The Detailed Written Statement of Protest shall not be amended.

- f) Protestant(s) may not raise issues in hearing which were not addressed in the Detailed Written Statement of Protest.
- g) A Protestant who fails to comply with this subsection waives Protestant's right to protest.

**NOTE: AUTHORITY: PUBLIC CONTRACT CODE SECTION 12126.
REFERENCE: PUBLIC CONTRACT CODE SECTIONS 12125-12130.**

1414. Review by Coordinator
- a) Within 2 working days after receipt of the Detailed Written Statement of Protest, the Coordinator shall notify the Contracting Department and the Awardee of a potential protest hearing.
 - b) The Coordinator shall review the Detailed Written Statement of Protest within 5 working days after receipt to preliminarily determine if the protest is frivolous and notify Protestant of the option to withdraw or proceed in arbitration.
 - 1) If Protestant withdraws the protest within 2 working days after the notification by the Coordinator of a preliminary determination of frivolousness, the Coordinator shall withdraw the preliminary finding of frivolousness and refund Protestant's deposit and filing fee.
 - 2) If the Protestant previously filed two protests under the Alternative Protest Pilot Project preliminarily determined frivolous by the Coordinator but then withdrew or waived them before the arbitration decision, the Coordinator shall make final the preliminary determination of frivolousness for the Department of General Services. If the Protestant does not choose to post a bond in the amount specified in the Solicitation and arbitrate this Department determination, Sanctions will be imposed as of the date of the Department of General Services' determination of frivolousness.

**NOTE: AUTHORITY: PUBLIC CONTRACT CODE SECTION 12126.
REFERENCE: PUBLIC CONTRACT CODE SECTIONS 12125-12130.**

1416. Review and Response by Contracting Department and Awardee
- a) The Awardee shall have 7 working days after notification by the Coordinator to submit to the Coordinator and Protestant a response to the Detailed Written Statement of Protest.

- b) The Contracting Department, in conjunction with the Coordinator, shall have 7 days after the filing of the Detailed Written Statement of Protest to send a response to Protestant and Awardee.
- c) Responses shall follow the standards set forth in section 1412(c) and (d).

**NOTE: AUTHORITY: PUBLIC CONTRACT CODE SECTION 12126.
REFERENCE: PUBLIC CONTRACT CODE SECTIONS 12125-12130.**

1418. Bond Requirement

- a) If the Coordinator has determined that a protest is frivolous and the Protestant does not withdraw the protest, the Protestant shall be required to post a bond in an amount not less than 10% of the Estimated Contract Value.
- b) The percentage of the bond shall be determined by the Contracting Department and specified in the Solicitation.
- c) Protestant shall post the bond, pursuant to Chapter 2 (commencing with section 995.010) of Title 14 of Part 2 of the Code of Civil Procedure, within 15 working days of the filing of the Detailed Written Statement of Protest or shall be deemed to have waived the right to protest.
 - 1) If the arbitrator determines that the protest is frivolous, the bond **shall be forfeited to Procurement and the Coordinator will impose** Sanctions.
 - 2) If the arbitrator determines that the protest is not frivolous, the bond will be returned to the Protestant and no Sanctions imposed.

**NOTE: AUTHORITY: PUBLIC CONTRACT CODE SECTION 12126.
REFERENCE: CODE OF CIVIL PROCEDURE SECTIONS 995.010 ET. SEQ.; PUBLIC CONTRACT CODE SECTIONS 12125-12130.**

Article 3. Arbitration Procedure

1420. Arbitration Process

Within 19 calendar days after the Notice of Intent to Award has been posted, the Coordinator shall consolidate all remaining protests under the Solicitation, and send to OAH:

- a) A copy of all Detailed Written Statements of Protest;
- b) OAH filing fees;
- c) Arbitration deposits, and/or notice that any Protestant is a Small Business;
- d) Awardee responses;
- e) Coordinator/Contracting Department responses;
- f) The Solicitation File; and
- g) Notice to OAH whether interpreter services will be needed for any Protestant or Awardee. OAH shall arrange interpreter services which shall be paid by the Contracting Department.

**NOTE: AUTHORITY: PUBLIC CONTRACT CODE SECTION 12126.
REFERENCE: PUBLIC CONTRACT CODE SECTIONS 12125-12130.**

1422. Selection of Arbitrator

- a) Within 2 working days after receipt of the protest from the Coordinator, OAH shall furnish the names of ten arbitrators to Protestant(s), the Awardee, and the Coordinator. The arbitrator list shall include administrative law judges who are employees of OAH and contract private arbitrators who are not employees of the State of California. Protestant(s), the Awardee, and the Coordinator may each strike two of the ten names and notify OAH within 2 working days.

Protestant(s) may also indicate if they prefer a contract arbitrator or an OAH administrative law judge. OAH may then select as arbitrator any name not stricken and shall notify Protestant(s), the Awardee, and the Coordinator within 2 working days. If all names are stricken, the Director of OAH shall appoint an arbitrator.

- b) A proposed arbitrator shall be disqualified on any of the grounds specified in Section 170.1 of the Code of Civil Procedure for the disqualification of a judge.

**NOTE: AUTHORITY: PUBLIC CONTRACT CODE SECTION 12126.
REFERENCE: PUBLIC CONTRACT CODE SECTIONS 12125-12130.**

1424. Authority of Arbitrator

- a) Arbitrators are authorized to:

- 1) Administer oaths and affirmations;
 - 2) Make rulings and orders as are necessary to the fair, impartial, and efficient conduct of the hearing; and
 - 3) Order additional deposits from Protestant(s) to cover additional estimated costs. If OAH does not receive the required deposit(s) in the time specified, the right to protest will be deemed waived.
- b) The arbitrator shall have exclusive discretion to determine whether oral testimony will be permitted, the number of witnesses, if any, and the amount of time allocated to witnesses.
- c) It shall be in the arbitrator's exclusive discretion to determine whether to:
- 1) Conduct a pre-hearing conference; and/or
 - 2) Permit cross-examination and, if so, to what extent; and/or
 - 3) Review documents alone for all or part of the protest.
- d) It shall be in the arbitrator's exclusive discretion to determine whether additional responses and rebuttals are to be submitted, and the timelines and page limits to be applied.

**NOTE: AUTHORITY: PUBLIC CONTRACT CODE SECTION 12126.
REFERENCE: PUBLIC CONTRACT CODE SECTIONS 12125-12130.**

1426. [Basis of Decision]

Decision based in whole or in part on documents alone. Any Party may request that the arbitrator base the arbitrator's decision on documents alone. It shall be the arbitrator's exclusive discretion to do so.

**NOTE: AUTHORITY: PUBLIC CONTRACT CODE SECTION 12126.
REFERENCE: PUBLIC CONTRACT CODE SECTIONS 12125-12130.**

1428. Pre-Hearing Conference

- a) If the arbitrator determines that a pre-hearing conference is necessary, OAH shall set the time and place and notify Protestant(s), the Awardee, and Procurement at least 5 working days prior to the pre-hearing conference.

- b) The pre-hearing conference shall be held to identify and define issues in dispute and expedite the arbitration. The parties should be prepared to discuss, and the arbitrator may consider and rule on, any of the following matters applicable to the protest:
 - 1) Clarification of factual and legal issues in dispute as set forth in the Detailed Written Statement of Protest.
 - 2) The extent to which testimony shall be permitted and the extent to which cross-examination will be allowed.
 - 3) Identity of and limitations on number of witnesses, need for interpreters, scheduling and order of witnesses, etc.
 - 4) Any other matters as shall promote the orderly and efficient conduct of the hearing.

- c) At the prehearing conference, Protestant(s), the Awardee, and Procurement shall deliver a written statement which contains the name of each witness a party wishes to call at hearing along with a brief written statement of the subject matter of the witness's expected testimony. If the arbitrator, in his or her exclusive discretion, allows an expert witness to be called, the party calling the witness shall provide the name and address of the expert along with a brief statement of the opinion the expert is expected to give. The party shall also attach a statement of qualifications for the expert witness.

**NOTE: AUTHORITY: PUBLIC CONTRACT CODE SECTION 12126.
REFERENCE: PUBLIC CONTRACT CODE SECTIONS 12125-12130.**

1430. Scheduling the Hearing

The arbitrator shall schedule the date, time, and place of hearing and notify all Parties.

**NOTE: AUTHORITY: PUBLIC CONTRACT CODE SECTION 12126.
REFERENCE: PUBLIC CONTRACT CODE SECTIONS 12125-12130.**

1432. Discovery

The arbitrator has exclusive discretion to issue subpoenas and/or subpoena duces tecum. There shall be no right to take depositions, issue interrogatories, or subpoena persons or documents.

NOTE: AUTHORITY: PUBLIC CONTRACT CODE SECTION 12126.

REFERENCE: PUBLIC CONTRACT CODE SECTIONS 12125-12130.

1434. Attendance at Hearings

The Arbitration hearings shall be open to the public unless the arbitrator, in his or her exclusive discretion, determines that the attendance of individuals or groups of individuals would disrupt or delay the orderly conduct or timely completion of the proceedings.

**NOTE: AUTHORITY: PUBLIC CONTRACT CODE SECTION 12126.
REFERENCE: PUBLIC CONTRACT CODE SECTIONS 12125-12130.**

1436. Arbitrator's Decision

- a) The final decision shall be in writing and signed by the arbitrator. It shall include a Statement of the Factual and Legal Basis for the decision, addressing the issues raised in the Detailed Written Statement(s) of Protest, and shall include an order upholding or denying the protest(s). The arbitrator's order shall not award a contract.
- b) A copy of the decision shall be sent by regular mail to Procurement, the Contracting Department, the Awardee, and Protestant(s) within 45 calendar days after the filing of the first Detailed Written Statement of Protest. In the arbitrator's exclusive discretion, this timeline may be extended for an additional 15 calendar days. The arbitrator's failure to issue a decision within the time specified by this section shall not be a ground for vacating the decision.

**NOTE: AUTHORITY: PUBLIC CONTRACT CODE SECTION 12126.
REFERENCE: PUBLIC CONTRACT CODE SECTIONS 12125-12130.**

1437. Costs; Sanctions

- a) For protests not determined frivolous by Procurement:
 - 1) If the arbitrator denies the protest, Protestant(s) will be liable for all costs of the arbitration. After July 1, 1999, Procurement shall also impose Sanctions, pursuant to Public Contract Code section 12126(e), if a protest was filed in the previous fiscal year on a procurement, the value of which was in excess of 1 million dollars and which was not upheld. Sanctions shall take effect from the date of the arbitrator's decision.

- 2) If the arbitrator upholds the protest, the Contracting Department shall pay for all costs of the arbitration and Protestant(s) will be refunded the deposit by OAH.
- b) If Procurement determined that the protest was frivolous and the arbitrator affirms that the protest is frivolous, the bond shall be forfeited to Procurement, the protest will be denied, and Protestant(s) will be liable for all costs of the arbitration. Procurement will notify Protestant(s) that Sanctions shall take effect, pursuant to Public Contract Code section 12126(e), from the date of the arbitrator's decision.
 - c) If Procurement determined that the protest was frivolous and the arbitrator determines that the protest is not frivolous, any bond(s) posted by Protestant(s) shall be returned.
 - 1) If the arbitrator denies the protest, Protestant(s) shall be liable for half of the costs of the arbitration. The Contracting Department shall pay the remaining half of the arbitration costs. After July 1, 1999, Procurement shall also impose Sanctions, pursuant to Public Contract Code section 12126(e), if a protest was filed in the previous fiscal year on a procurement, the value of which was in excess of 1 million dollars. Sanctions shall take effect from the date of the arbitrator's decision.
 - 2) If the arbitrator upholds the protest, the Contracting Department shall pay for all costs of the arbitration and Protestant(s) will be refunded the deposit by OAH.
 - d) A Protestant who withdraws his or her protest before the arbitrator's decision has been issued will remain liable for all arbitration costs up to the time of withdrawal. These costs include, but are not limited to, the arbitrator's time in preparation, prehearing conferences, and hearing the protest. If Procurement deemed the protest frivolous, any bond posted shall be forfeited to Procurement and Sanctions, pursuant to Public Contract Code section 12126(e), will be imposed as of the date of the Department of General Services' determination of frivolousness.
 - e) Except as provided in (f), if any costs are determined to be payable by Protestant(s), that amount shall be subtracted from deposit(s) of Protestant(s) as ordered by the arbitrator. Any additional costs shall be billed to Protestant(s) and any refunds shall be sent to Protestant(s) by OAH.

- f) If a Protestant is a Small Business, then the Contracting Department shall pay OAH all arbitration costs and collect the amount due from Protestant.

**NOTE: AUTHORITY: PUBLIC CONTRACT CODE SECTION 12126.
REFERENCE: PUBLIC CONTRACT CODE SECTIONS 12125-12130.**

1438. Judicial Review

The grounds for judicial review shall be as set forth in Chapter 4 of Title 9 of Part III of the Code of Civil Procedure (commencing with section 1285).

**NOTE: AUTHORITY: PUBLIC CONTRACT CODE SECTION 12126.
REFERENCE: PUBLIC CONTRACT CODE SECTIONS 12125-12130.**

1440. Transcripts

- a) A party desiring a transcript of the proceedings shall contact the OAH Transcript Clerk to make arrangements to pay for preparation of the transcript. Prior to preparation of the transcript, a deposit equal to the estimated cost of the transcript shall be paid. Preparation of the transcript will be arranged by the OAH Transcript Clerk. The deposit shall be applied to the actual cost and any excess shall be returned to the party that submitted the request. Any balance due shall be paid by the party or a representative on behalf of the party requesting the transcript before the transcript is released to the requesting party.
- b) Unless a record of a proceeding or any portion thereof was sealed, any person may request a transcript or a recording of the proceeding. If a record of a proceeding or any portion thereof was sealed, only parties to the proceeding may request a transcript of the sealed portions, and the sealed portions shall not be disclosed to anyone except in accordance with the order sealing the proceeding or subsequent order.

**NOTE: AUTHORITY: PUBLIC CONTRACT CODE SECTION 12126.
REFERENCE: PUBLIC CONTRACT CODE SECTIONS 12125-12130.**

Exhibit 2-A**Competitive Procurement Responsiveness**

The purpose of competitive procurement is to secure public objectives in the most value-effective manner and avoid the possibilities of graft, fraud, collusion, etc. Competitive procurement is designed to benefit the public body (the State, in the present context), and is not for the benefit of the Bidders. It is administered to accomplish its purposes with sole reference to the public interest. It is based upon full and free proposing to satisfy State specifications, and acceptance by the State of the most value-effective solution to the State's requirements, as determined by the evaluation criteria contained in the RFP.

Competitive procurement is not defined in any single statute, but is more in the nature of a compendium of numerous court decisions. From such court decisions, the following rules have evolved, among others:

1. Requests for Proposals must provide a basis for full and fair competitive proposing among Bidders on a common standard, free of restrictions tending to stifle competition.
2. The State may modify the RFP, prior to the date fixed for submission of proposals, by issuance of an addendum to all parties who have been furnished with the RFP for proposing purposes.
3. To have a valid proposal, the proposal must respond and conform to the request, including all the documents which are incorporated therein. A proposal which does not literally comply may be rejected.
4. For a variance between the request for proposals and the proposal to be such as to preclude acceptance (the proposal must be rejected), the variance or deviation must be a material one.
5. State agencies usually have the express or implied right to reject any and all proposals in the best interests of the State. Proposals cannot, however, be selectively rejected without cause.
6. Proposals cannot be changed after the time designated for receipt and opening thereof. No negotiation as to the scope of the work, amount to be paid, or contractual terms is permitted.
7. A competitive proposal, once opened and declared, is in the nature of an irrevocable option and a contract right of which the public agency cannot be deprived without its consent, unless the requirements for recession are present. All proposals become public documents.

8. Proposals cannot be accepted "in part," unless the invitation specifically permits such an award.
9. Contracts entered into through the competitive bidding process cannot later be amended, unless the Request for Proposals includes a provision, to be incorporated in the contract awarded, providing for such amendment.

Since competitive procurement became the required method for securing certain EDP or telecommunications goods or services, the State has received a number of bids which were deemed to be non-responsive to the Invitation for Bids or which could not be considered as valid bids within the competitive bidding procedures. Non-responsive bids or bids which contain qualifications must be rejected. Many of the causes for rejection arise from either an incomplete understanding of the competitive bidding process or administrative oversight on the part of the Bidders. The examples below are illustrative of more common causes for rejection of bids. These examples are listed to assist potential Bidders in submission of responsive bids.

1. A bid stated, "The prices stated within are for your information only and are subject to change."
2. A bid stated, "This proposal shall expire thirty (30) days from this date unless extended in writing by the ____ Company." (In this instance award was scheduled to be approximately 45 days after bid submittal date.)
3. A bid for lease of EDP equipment contained lease plans of a duration shorter than that which had been requested in the Invitation For Bid (IFB).
4. A personal services contract stated, " , in its judgment, believes that the schedules set by the State are extremely optimistic and probably unobtainable. Nevertheless, __ will exercise its best efforts . . ."
5. A bid stated, "This proposal is not intended to be of a contractual nature."
6. A bid contained the notation "prices are subject to change without notice."
7. A bid was received for the purchase of EDP equipment with unacceptable modifications to the Purchase Contract.
8. A bid for lease of EDP equipment contained lease plans of a duration longer than that which had been requested in the IFB with no provision for earlier termination of the contract.
9. A bid for lease of EDP equipment stated, "...this proposal is preliminary only and the order, when issued, shall constitute the only legally binding commitment of the parties."

10. A bid was delivered to the wrong office.
11. A bid was delivered after the date and time specified in the IFB.
12. An IFB required the delivery of a performance bond covering 25 percent of the proposed contract amount. The bid offered a performance bond to cover "x" dollars which was less than the required 25 percent of the proposed contract amount.
13. A bid did not meet contract goal for Disabled Veterans Business Enterprise (DVBE) participation and did not follow the steps required by the bid to achieve a "good faith effort."
14. A bid appeared to meet contract goal for DVBE participation with the dollars submitted, but the Bidder had miscalculated the bid costs. When these corrections were made by the State, the Bidder's price had increased and the dollars committed for DVBE participation no longer met goal. The Bidder had not followed the steps to achieve a "good faith effort."

SECTION 3 – Current Environment

3.1 Purpose

The purposes of this section are to provide a clear description of the current environment relating to the Inmate/Ward Telephone System (IWTS) and to provide an introduction to the principal stakeholders and user groups of the IWTS.

The State of California administers its youth and adult correctional system through two primary departments:

- 1.The California Department of Corrections (CDC)
- 2.The California Youth Authority (CYA)

CDC and CYA report to the Youth and Adult Correctional Agency (YACA) and whose Secretary reports directly to the Governor and serves on the Governor's Cabinet. CDC and CYA oversee an offender population exceeding 168,000 inmates/wards and 126,200 parolees. In accordance with the Governor's Budget, CDC will be implementing new programs that will reduce institution population by providing new education programs, reducing parole revocations, and placing eligible inmates into drug treatment aftercare programs. These programs are projected to reduce the average daily inmate population in fiscal year (FY) 2003-04 by 5,671 and FY 2004-05 by 14,748. The following description is designed to provide a high-level overview of both CDC and CYA and the functions common to both agencies.

3.2 California Department of Corrections

CDC operates all state prisons, oversees a variety of community correctional facilities, and supervises all parolees. CDC is responsible for more than 300,000 felons and has approximately 48,000 staff. Some offenders under CDC custody serve their commitment in another state, at a Federal prison, or in the country of their birth. Similarly, CDC houses offenders from CYA, other states, Federal prisons, and county jails.

CDC operates 32 state prisons ranging from minimum to maximum security as well as 38 California Department of Forestry (CDF)/CDC camps, 12 community correctional facilities (CCF), eight (8) prisoner mother facilities, two (2) family foundations female treatment centers and one (1) Female Offender Treatment and Employment Program (FOTEP). Currently one (1) additional facility at Delano II (in Delano, CA) is under construction and will be activated in Spring 2005. Delano II will require phone services from the Contractor.

3.3 CDC Organization Units

A Director, who is an appointee of the Governor, heads CDC. The key organizational units involved with the delivery of services to offenders include Field Operations and

Support Services. Within Field Operations, the Institutions Division, Parole and Community Services Division, and Health Care Services Division provide services to offenders. Support Services contains the Information Systems Division and the Facilities Management Division. A brief overview of each major unit follows¹:

a. Institutions Division (ID)

The ID is CDC's largest organizational entity and is responsible for all prisons, camps, and Community Correctional Centers. ID also oversees treatment of inmates at the California Medical Facility's Department of Mental Health. The Division maintains information such as inmate demographics, special program needs, gang affiliation, and property.

b. Parole and Community Services Division (P&CSD)

P&CSD supervises offenders who have been released on parole. The Division investigates and supervises all offenders released on parole and mandatory supervision based on the offender's conditions of parole.

c. Health Care Services Division (HCSD)

HCSD provides a full range of direct and ancillary health care services to the inmate and some of the parolee population under CDC's jurisdiction.

d. Information Systems Division (ISD)

ISD designs and maintains information systems for CDC. The ISD establishes the Department's overall automation infrastructure and manages the development and support of departmental information systems and Personal Computer (PC) applications. The ISD ensures the compatibility and connectivity of all proposed automation projects. ISD also provides Wide-Area Network connectivity for major CDC information systems.

e. Telecommunications Branch (TB)

Located within CDC Facilities Management Division, TB provides the entire range of Telecommunication services, from planning through installation, maintenance and replacement for all Institutional telephones, Departmental radio and communication systems. TB is also responsible for administration of inmate phones, related equipment, and public payphones, utilizing the DGS master contracts.

¹ Adapted from Strategic Offender Management System documentation. <http://www.cdc.state.ca.us/SOMS/>

f. Law Enforcement and Investigations Unit (LEIU)

Administered at CDC Headquarters, LEIU is responsible for departmental security, major crime investigations, security details for private citizens and officers, threat assessments, gang services, and fugitive investigations and apprehensions. LEIU also provides functional supervision to institutional Investigative Services Units (ISU's), which also report to the warden. Located in five regional offices statewide², LEIU has approximately 100 agents and 50 parole agents. Each correctional institution has an ISU comprised of three to ten institutional staff. LEIU agents are assigned to work with institutional ISU staff.

g. Accounting

Offenders committed to CDC must surrender their personal funds to the Trust Office of the institution to which they are committed. The institution's Trust Office accounts for all funds related to an offender. At CDC Headquarters, the Inmate Welfare Fund/Trust Accounting Section oversees the policy and processes related to managing offender trust funds at institutions.

3.4 CDC External Stakeholders

In addition to CDC internal processes, external organizations and end-user groups have an interest in the information that is collected and maintained. Some of the stakeholders include:

a. Department of Finance

The Department of Finance requires CDC to provide information regarding the effectiveness of ongoing programs and information regarding any proposed program enhancements or new services. CDC routinely provides DOF with information about population and treatment programs and responds to inquiries.

b. State Legislature

The California State Legislature requires timely and consistent information from CDC regarding its efforts to treat, train, and educate offenders and provide public safety services such as victim notifications. The Legislature has become increasingly interested in outcome-based information regarding offenders and the cost effectiveness of programs administered by the Department.

² Locations include Rancho Cordova, San Rafael, Rancho Cucamonga, San Diego, and Fresno.

c. California Youth Authority

CDC currently houses approximately 90 CYA wards within CDC institutions.

d. Inmate Families and Friends

Inmate families and friends are the primary end users of this contract. Many inmates are far removed from their families and the telephone is their only direct means of personal communication. Additionally, CDC has recently eliminated family visitation during the week and has limited visitation to the weekends. The State has an interest in encouraging telephone communications, at the lowest reasonable cost between inmates and their families and friends as a matter of good public policy.

3.5 California Youth Authority

CYA provides institutional training and parole supervision for juvenile and young adult offenders. It is the largest youthful offender agency in the nation, with more than 6,300 young men and women in institutions and camps, and approximately 4,400 more on parole. The Department consists of a Headquarters site in Sacramento plus an additional 10 facilities (of which, two (2) are designated for closure in 2004), and four (4) camps (of which, one (1) is designated for closure in 2004). As a part of the state's criminal justice system, CYA works closely with law enforcement, the courts, prosecutors, probation, and a broad spectrum of public and private agencies concerned with and involved in the problems of youth.

CYA operates under a restorative justice philosophy. This approach seeks to protect the public, restore communities, and restore victims as much as possible through the treatment, training, and education of youthful offenders. Section 1700 of the Welfare and Institutions Code (WIC) further specifies that in order to protect the public, the Department is required to:

Provide a range of treatment, training, and education services for youthful offenders committed from the courts

Assist local justice agencies with their efforts to combat crime and delinquency

Encourage the development of state and local crime and delinquency prevention programs.

The CYA activities of public affairs/public information, equal employment opportunity, citizen participation, legal affairs, internal affairs, legislation, and information technology are carried out by the Office of the Director. Personnel, fiscal, facilities planning, training, and research are the responsibilities of the Administrative Services

Branch. The Office of Prevention and Victims Services provides a range of services to California communities and victims.

CYA receives its youthful offender population from juvenile and criminal court commitments. About 1.3 percent of the incarcerated offenders are young adults sentenced to the California Department of Corrections (CDC) whom the courts have ordered housed by CYA. Those who do not complete their sentence while in CYA are then transferred to state prisons. Unlike the adult prison cases, offenders committed directly to CYA do not receive determinate sentences. Their parole release is determined by the Youthful Offender Parole Board (YOPB), a separate administrative body. In practice, the period of incarceration is determined by the severity of the commitment offense and the offender's progress toward parole readiness. CYA's jurisdiction for most serious felony offenders, both juvenile and young adult, ends on the offender's 25th birthday.

3.6 CYA Organization Units

A Director who is an appointee of the Governor heads CYA. The key organizational units involved with the delivery of services to offenders include the Institutions and Camps Branch; Education Services Branch; Parole Services and Community Corrections Branch, and Office of Prevention and Victim Services. A brief overview of each major unit follows.

a. Institutions and Camps Branch

CYA operates 10 institutions and four (4) community-based fire camps throughout the State. These facilities offer a number of housing options and programs, including high school, to meet the varied needs of the youthful offender population. Currently two (2) institutions provide reception, diagnostic and treatment services for males (one of which is designated for closure in 2004). Following a period of clinical assessment and evaluation, male offenders are assigned to a permanent program designed for individual needs for training, treatment, and education. In addition to the diagnostic program, each of the male reception centers has an Intensive Treatment Program for emotionally disturbed offenders. Female offenders are received, diagnosed, treated, and housed at the Ventura Youth Correctional Facility.

There are four (4) stand-alone Youth Correction Camps that are jointly operated with the California Department of Forestry. Offender crews perform wild land fire prevention and suppression work and are also involved in flood control, conservation, and restoration activities. Youthful offenders remain under the custody of CYA correctional staff while assigned to camps programs.

b. Education Services Branch

The Education Services Branch provides a range of specialized and general education programs to approximately 5,900 students. Approximately 1,400 of these students receive special education services.

c. Parole Services and Community Corrections Branch

Offenders released to the community are supervised by Parole Services and Community Corrections staff in 16 parole offices statewide supervised by two regional headquarter offices. Each regional office houses a Gang Information and Apprehension Unit.

d. Office of Prevention and Victim Services

The Office of Prevention and Victims Services (OPVS) administers CYA's delinquency prevention and victims services responsibilities. The Delinquency Prevention Division (DPD) is responsible for leading the Department's prevention efforts.

e. Accounting Services

Part of the Administrative Services Branch, Accounting Services consists of a Headquarters-based office that provides coordination and technical oversight for eight (8) field locations. Accounting Services supports ward trust accounting (e.g., ward pay programs) as well as restitution collections and payments. Each institution maintains its own trust account at a local bank.

f. Internal Affairs Unit

CYA has more than 100 trained investigators throughout the state. These investigators handle departmental investigations into ward or staff misconduct on a statewide basis. The Internal Affairs Unit (IAU) oversees these investigators.

g. Information Technology Office

The Information Technology Office (ITO) oversees the technological infrastructure for CYA's telecommunications and computing environments.

The Victim Service Division (VSD) operates on the premise that the justice system is accountable to victims and has a responsibility to offer services and implement programs that will address the long-term impact of crime on victims.

3.7 External Stakeholders

CYA shares many stakeholders with CDC. In addition to the stakeholders previously listed, CYA has two (2) additional external entities with which it shares information:

a. California Department of Education (CDE)

CYA operates a variety of vocational, secondary and post secondary educational services for offenders. During the intake process, an education screening and placement process takes place that requires information from public schools. CYA provides various reports to the CDE.

b. Youth Offender Parole Board (YOPB)

The YOPB, a separate administrative body, determines youthful offender's parole dates and requirements. In practice, the period of incarceration is determined by the severity of the commitment offense and the offender's progress toward parole readiness.

3.8 CYA Offender Processes

a. Intake

Offenders are committed to CYA from the Juvenile and Criminal courts, based on a variety of reasons and statutory mandates. Each county processes offender information using a variety of county-specific forms and records. At commitment, these records are mailed as a "referral packet" to the Intake and Court Services Section in Central Office where intake consultants process the referral and either accept or reject the commitment. If accepted, offender information is entered into the Offender Based Information Tracking System (OBITS) and in the intake system to initiate the offender's electronic record. Intake and Court Services mails a duplicate "referral packet" to one of the reception center-clinics, where it is used to create the offender "field file," which will follow the offenders wherever they are assigned, including parole.

b. Evaluate

Offenders are received from counties at the reception center-clinics. During this process, offenders are thoroughly evaluated and their needs for treatment services are identified and documented. The process includes collecting demographic information; reviewing the offender's prior record and the terms of the current commitment; conducting a medical examination, psychological assessment and behavioral assessment; and testing for educational level and capabilities.

c. Assign Program

This involves receiving recommendations from the reception center-clinics for offender placement into programs and institutions; determining the availability and appropriateness of programs; and scheduling offender to receive treatment/services.

d. Deliver Treatment and Evaluate Treatment Services

The treatment of offenders begins during the reception center-clinic assessment process and continues throughout their CYA experiences. Following transfer to a program institution, a parole agent is assigned to manage each offender's training and treatment. Treatment programs include such activities as small group and individual counseling, gang awareness, parenting, and substance abuse counseling. Caseworkers monitor and track the progress of offenders through these programs and determine satisfactory completion.

Medical treatment is provided on a regular basis, as well as for medical emergencies or other serious conditions. Each institution maintains a medical outpatient clinic for routine medical care. Serious medical conditions are referred to local participating hospitals.

e. Parole

Parole agents assist parolees with their initial adjustment to the community, including intensive re-entry services, residence placement, family counseling, job development and placement, and school enrollment. Parole staff work closely with law enforcement to promote public protection, and with the YOPB when a parolee has violated conditions of parole.

3.9 Overview of the Current IWTS

The following narrative describes the Inmate/Ward Telephone System (IWTS) as currently configured. As noted in SECTION 5, it is the State's expectation that some or all equipment described below may need to be replaced by the successful Bidder. The following information is provided so the Bidders may better assess critical design issues such as available floor space, current heat loading, etc.

The current IWTS supports collect-only coinless telephone calls. The current inmate/ward pay telephone services are provided by two vendors – MCI and Verizon. The Department of General Services-Telecommunications Division (DGS-TD) administers the two contracts, which include IWTS and Public Payphones Services Statewide.

- CDC's inmate telephone system is designed to meet security standards and employs special computer-based security features. The CDC inmate phone services are provided over vendor provided platforms. The current vendors

provide approximately 2,300 telephones designed to accommodate inmate-originated, non-confidential personal calls (See Tables 3-1 and 3-2). Coinless, tamper-resistant telephones are designated exclusively for inmate use. CDC's inmate telephone systems employ special computer-based security features intended to protect the public. These features include:

Call monitoring and recording;

Call "branding," which indicates that a call originated from a CDC facility and informs the called party that the call will be recorded;

A random overlay which is a recorded message randomly played throughout the duration of the call to inform the called party that the call is from an inmate at a California Correctional Facility;

Automated Operator Service that informs the called party of their options to accept or decline the call by pressing a designated number in addition to having the ability to block receiving inmate calls;

Ability to block calls to specified numbers upon request;

Programming features allowing centralized investigations; and,

Ability for inmates to make international collect calls through vendor-designated live operators.

- CYA's ward telephone system operates over vendor provided platforms. The current vendors provide over 200 telephones designed to accommodate ward-originated, non-confidential personal calls. These coinless and tamper-resistant phones are designated exclusively for ward use. Over the secure platform the following features are provided;

Call branding;

Call monitoring (locations listed in Table 3-4);

Ability to block calls to specified numbers upon request; and,

Some facilities have 15-minute spring wound timer switches that can automatically shut off the ward telephone

The IWTS equipment is owned, installed, repaired and maintained by the vendors. The called parties 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 different types of calls include local, intralata, interlata, interstate, and international. Currently the CDC and CYA rates are different (see Table , 3-5 Current Call Rates).

The Federal Communications Commission and the California Public Utilities Commission respectively authorize these rates and surcharges.

The IWTS vendors collect all monies due for telephone calls placed on the system and pay the State General Fund monthly commissions on collected revenues. In 2001-2002, this concession arrangement generated \$26 million, with \$25.5 million coming from the Inmate/Ward Telephone System portion of IWTS revenue.

3.10 Inmate/Ward Coinless Telephones

The inmate/ward telephones have special tamper resistant steel housings with break-resistant handsets that are attached by armor-shielded cords and steel lanyards. The inmate/ward telephones have push button keypads like public pay telephones; however, they do not have coin slots because the IWTS is a collect-call only system.

All inmate telephones and most ward telephones are capable of being shut-off both manually and remotely by CDC/CYA custody staff. All CDC institutions have a designated quantity of inmate telephones that have volume control buttons.

3.11 Inmate/Ward Telephone Enclosures/Pedestals

Although most inmate/ward telephones are installed indoors, a number of inmate/wards telephones are installed outside in recreation yards, etc. The inmate/ward phones installed outside housing buildings are protected by appropriate shelters or telephone booth enclosures (See Table 3-1 and Table 3-2).

Currently there are two types of telephone enclosures that have been provided by the current vendors:

- Telephone booths are currently located inside and outside. The booths have three sides and are bolted to the floor inside and to cement outside.
- Wall enclosures are currently located inside. Some institutions have made their own enclosures with wood.

Some institutions have telephones that are mounted upon metal pedestals that have been provided by the current vendors.

3.12 Facility Cable Plant and Infrastructure

All CDC and CYA institutions have a minimum of CAT3 cabling for the IWTS. All cabling is buried, located in institutional walls, or mounted 20 feet above ground in hardened walled conduit.

Bidders should note that a number of institutions are more than 50 years old and may not be able to support the major modifications required for a new IWTS. It should be

noted that for security reasons, the State retains sole responsibility for performing any changes to installed physical plant infrastructure components such as wiring and conduits.

3.13 Monitoring and Recording Equipment

Currently the monitoring and recording equipment capabilities and types of equipment vary at the CDC institutions, CDC/CDF camps, and CYA institutions and camps (Note: CYA does not employ recording at any of its locations.).

- The 32 CDC institutions, currently have Global Tel*Link LazerPhone (GTL) or Value-Added Communications (VAC) equipment that are used by the investigators to monitor and record inmate calls (See Table 3-1). The monitoring and recording systems enable correctional officers to listen to, interrupt, and terminate inmate conversations. This equipment has the capability of turning on and off ALL institution inmate phones.

The CDC institutions also have Augat intercom Monitoring Systems that are installed in several locations within the institution such as housing units, observation towers, etc. This equipment allows custody staff to listen, in real-time, to inmate telephone conversations, interrupt, and terminate calls. This equipment also has the capability of turning on and off designated inmate phones.

The 38 CDC/CDF camps monitoring/recording capabilities vary (see Table 3-2):

Three (3) of the Camps are on institution grounds, therefore their inmate phones are recorded and monitored by GTL equipment that is premise- based on the MCI network at the institution.

Seven (7) of the Camps do not have monitoring/recording equipment. The existing contract with Verizon does not include a provision to add equipment at Camps.

In April 2004 the GTL LazerNet equipment was installed at three (3) of the Camps. The GTL LazerNet equipment is centralized with an on-premise workstation and printer at each Camp. The existing contract with MCI includes a provision to install equipment at Camps.

In Summer of 2004 the GTL LazerNet equipment will be installed at 25 Camps. The LazerNet equipment will be centralized with an on-premise workstation and printer at each Camp..

- The 12 CCFs currently do not use the DGS Master Contract for inmate telephone services.
- The two (2) Family Foundations and one (1) FOTEP do not have recording/monitoring equipment at this time (see Table 3-3)
- The 10 CYA Facilities and four (4) Camps monitoring capabilities vary (see Table 3-4):

Six (6) CYA's facilities have IWTS GTL equipment.

Four (4) CYA's facilities do not have monitoring equipment.

Two (2) Camps have IWTS GTL monitoring capabilities

Two (2) Camps have generic CYA-owned monitoring systems

Table 3-1 Current Equipment at the CDC Institutions

Quantity	Institution	INMATE PHONES				MONITORING EQUIPMENT		CONTRACTOR
		Phones	Wall Enclosures	Booths	Pedestals	Intercom Monitoring System	Monitoring/Recording Workstation	MCI or VERIZON
1	ASP	72	0	0	0	2	GTL	MCI
2	CAL	88	0	0	0	21	GTL	MCI
3	CCC	38	0	14	0	9	GTL	MCI
4	CCI	46	0	9	0	8	GTL	MCI
5	CCWF	82	0	0	0	16	GTL	MCI
6	CEN	96	0	0	0	22	GTL	MCI
7	CIM	54	26	15	4	4	VAC	VERIZON
8	CIW	29	3	16	0	3	VAC	VERIZON
9	CMC	25	0	24	0	12	GTL	MCI
10	CMF	32	0	15	0	3	GTL	MCI
11	COR	94	0	0	0	20	GTL	MCI
12	CRC	99	0	0	0	18	GTL	MCI
13	CTF	94	0	0	0	6	GTL	MCI
14	CVSP	54	0	0	0	4	GTL	MCI
15	DVI	20	0	0	4	5	GTL	MCI
16	FSP	69	0	0	0	8	GTL (2)*	MCI
17	HDSP	100	0	0	0	26	GTL	MCI
18	ISP	94	0	0	0	25	GTL	MCI
19	LAC	91	2	3	2	20	VAC	VERIZON
20	MCSP	80	0	0	0	17	GTL	MCI
	NCWF**	16	0	0	0	N/A	N/A	MCI
21	NKSP	30	0	0	0	5	GTL	MCI
22	PBSP	91	2	0	2	15	VAC	VERIZON
23	PVSP	94	0	0	0	24	GTL	MCI
24	RJD	69	0	0	0	17	GTL	MCI
25	SAC	34	0	0	0	6	GTL	MCI
26	SATF	181	0	0	0	26	GTL	MCI
27	SCC	48	0	24	0	5	GTL	MCI
28	SOL	105	0	0	0	14	GTL	MCI
29	SQP***	71	5	0	0	12	GTL	MCI
30	SVSP	101	0	0	0	26	GTL	MCI
31	VSPW	59	0	0	0	16	GTL	MCI
32	WSP	34	0	0	0	7	GTL	MCI
33	Delano II****	N/A	N/A	N/A	N/A	N/A	N/A	N/A
		2290	38	120	13	421	33	

*In 2/04 the Folsom Transitional Treatment Facility (FTTF) was activated. The FTTF is a part of FSP, therefore the FSP phone count includes the FTTF. At the time of the FTTF activation, the FSP tie cable was not completed, therefore MCI elected to install a GTL system at the FTTF to ensure inmate phone service was available, prior to inmate activation.

**On 2/28/03 NCWF was deactivated; the inmate phones were not removed. It is unknown at this time if this facility will be reactivated with inmates and CDC staff.

***Currently 11 of the 71 SQP phones are portable phones that are used by the condemned inmates.

****Currently under construction in Delano, CA.

Table 3-1A CDC Institution Address – Phone Numbers

Quantity	Institution	Main Telephone Line	Address	City	Zip Code
1	ASP	(559) 386-0587	1 Kings Way	Avenal	93204
2	CAL	(760) 348-7000	7018 Blair Road	Calipatria	92233
3	CCC	(530) 257-2181	711-045 Center Road	Susanville	96127
4	CCI	(661) 822-4402	End of Highway 202	Tehachapi	93561
5	CCWF	(559) 665-5531	23370 Road 22	Chowchilla	93610
6	CEN	(760) 337-7900	2302 Brown Road	Imperial	92251
7	CIM	(909) 597-1821	14901 South Central Avenue	Chino	91710
8	CIW	(909) 597-1771	16756 Chino-Corona Road	Corona	92880
9	CMC	(805) 547-7900	Highway 1	San Luis Obispo	93409
10	CMF	(707) 448-6841	1600 California Drive	Vacaville	95687
11	COR	(559) 992-8800	4001 King Avenue	Corcoran	93212
12	CRC	(909) 737-2683	5th Street & Western	Norco	91760
13	CTF	(831) 678-3951	Highway 101 North	Soledad	93960
14	CVSP	(760) 922-5300	19025 Wileys Well Road	Blythe	92225
15	DVI	(209) 835-4141	23500 Kasson Road	Tracy	95376
16	FSP	(916) 985-2561	Prison Road	Represa	95671
17	HDSP	(530) 251-5100	475-750 Rice Canyon Road	Susanville	96130
18	ISP	(760) 921-3000	19005 Wileys Well Road	Blythe	92225
19	LAC	(661) 729-2000	44750 60th Street, West	Lancaster	93536
20	MCSP	(209) 274-4911	4001 Highway 104	Ione	95640
21	NKSP	(661) 721-2345	2737 West Cecil Avenue	Delano	93216
22	PBSP	(707) 465-1000	5905 Lake Earl Drive	Crescent City	95531
23	PVSP	(559) 935-4900	24863 West Jayne Avenue	Coalinga	93210
24	RJD	(619) 661-6500	480 Alta Road	San Diego	92179
25	SAC	(916) 985-8610	Prison Road	Represa	95671
26	SATF	(559) 992-7100	900 Quebec Avenue	Corcoran	93212
27	SCC	(209) 984-5291	5100 O'Byrnes Ferry Road	Jamestown	95327
28	SOL	(707) 451-0182	2100 Peabody Road	Vacaville	95687
29	SQP	(415) 454-1460	---	San Quentin	94964
30	SVSP	(831) 678-5500	31625 Highway 101	Soledad	93960
31	VSPW	(559) 665-6100	21633 Avenue 24	Chowchilla	93610
32	WSP	(661) 758-8400	701 Scofield Avenue	Wasco	93280
33	Delano II	TBD	TBD	Delano	93216

Table 3-2 Current Equipment at the CDC /CDF Camps

Quantity	CAMP	CAMP #	INMATE PHONES		MONITORING EQUIPMENT		CONTRACTOR
			PHONES	BOOTHs	INTERCOM MONITORING SYSTEM	MONITORING/ RECORDING WORKSTATION	
1	Acton	11	1	0		¹ GTL LazerNet	MCI
2	Alder	20	2	2		¹ GTL LazerNet	MCI
3	Antelope	25	2	0		² GTL - CCC	MCI
4	Baseline	30	2	2		¹ GTL LazerNet	MCI
5	Bautista	36	4	4			VERIZON
6	Chamberlain Creek	17	3	3		¹ GTL LazerNet	MCI
7	Cuesta	24	3	3	1	² GTL - CCC	MCI
8	Deadwood	23	2	2		¹ GTL LazerNet	MCI
9	Delta	8	4	4		¹ GTL LazerNet	MCI
10	Devil's Garden	40	2	2		¹ GTL LazerNet	MCI
11	Eel River	31	6	0		¹ GTL LazerNet	MCI
12	Fenner Canyon	41	4	4		¹ GTL LazerNet	MCI
13	Francisquito	4	1	1		¹ GTL LazerNet	MCI
14	Gabilan	38	4	4		¹ GTL LazerNet	MCI
15	Growlersberg	33	3	3		¹ GTL LazerNet	MCI
16	High Rock	32	4	0		¹ GTL LazerNet	MCI
17	Intermountain	22	3	3		¹ GTL LazerNet	MCI
18	Ishi	18	3	0		¹ GTL LazerNet	MCI
19	Julius Klein	19	3	3			VERIZON
20	Konocti	27	4	4		¹ GTL LazerNet	MCI
21	Malibu (Female)	13	1	1			VERIZON
22	McCain Valley	21	4	4		¹ GTL LazerNet	MCI
23	Miramonte	5	1	1			VERIZON
24	Mount Gleason	16	1	1		¹ GTL LazerNet	MCI
25	Mountain Home	10	2	0		¹ GTL LazerNet	MCI
26	Norco**	39	N/A	N/A	N/A	⁴ GTL - CRC*	MCI
27	Oak Glen	35	4	0			VERIZON
28	Owens Valley	26	2	0		¹ GTL LazerNet	MCI
29	Parlin Fork	6	4	4		¹ GTL LazerNet	MCI
30	Pilot Rock	15	1	0			VERIZON
31	Prado	28	1	0			VERIZON
32	Puerta La Cruz (Female)	14	2	2		¹ GTL LazerNet	MCI
33	Rainbow (Female)	2	1	1		¹ GTL LazerNet	MCI
34	Salt Creek	7	2	0		¹ GTL LazerNet	MCI
35	Sugar Pine	9	4	0		¹ GTL LazerNet	MCI
36	Trinity	3	4	0		¹ GTL LazerNet	MCI
37	Valley View	34	2	2		¹ GTL LazerNet	MCI
38	Vallecito	1	1	1		¹ GTL LazerNet	MCI
			97	61	1	²⁸ GTL LazerNet	

¹IN Summer 2004 the GTL LazernNet equipment will be installed.

²Uses the GTL at the identified institution.

³In April 2004 the GTL LazerNet equipment was installed.

⁴Norco Camp inmates live on CRC institution grounds and use the inmate phones/GTL at CRC.

Table 3-2A CDC-CDF Camp Address – Phone Numbers

	CDC/CDF CAMPS	Site Phone	Address	City	Zip Code
1	ACTON	(661) 268-0113	8800 Soledad Canyon Road	Acton	93510
2	ALDER	(707) 482-4511	1400 Alder Camp Road	Klamath	95548
3	BASELINE	(209) 984-4464	16809 New Peoria Flat Road	Jamestown	95327
4	BAUTISTA	(909) 927-3600	33015 Bautista Canyon Road	Hemet	92343
5	CHAMBERLAIN CREEK	(707) 964-3518	15800 Highway 20	Fort Bragg	95437
6	DEADWOOD	(530) 468-2633	17148 McAdams Creek Road	Fort Jones	96032
7	DELTA	(707) 425-4878	6246 Lambie Road	Suisun City	94585
8	DEVILS GARDEN	(530) 233-3553	Crowder Flat Road	Alturas	96101
9	EEL RIVER	(707) 923-2755	3850 Redwood Drive	Redway	95560
10	FENNER CANYON	(661) 944-0173	25900 Big Rock Creek Road	Valyermo	93563
11	FRANCISQUITO	(661) 296-4409	3510 North San Francisquito Canyon Road	Saugus	91350
12	GABILAN	(831) 678-1873	Highway 101N	Soledad	93960
13	GROWLERSBURG	(530) 333-4244	5440 Longview Lane	Georgetown	95634
14	HIGH ROCK	(707) 946-2343	22332 Avenue of the Giants	Weott	95571
15	INTERMOUNTAIN	(530) 294-5361	22 Foothill Road	Bieber	96009
16	ISHI	(530) 597-2846	Star Route 3	Paynes Creek	96075
17	JULIUS KLEIN	(626) 910-1213	22550 East Fork Road	Azusa	91702
18	KONOCTI	(707) 994-2437	13044 Highway 29	Lower Lake	95457
19	MALIBU	(310) 457-2253	1250 South Encinal Canyon Road	Malibu	90265
20	MCCAIN VALLEY	(619) 766-4393	2550 McCain Valley Road	Boulevard	91905
21	MIRAMONTE	(559) 336-2313	49039 Orchard Drive	Miramonte	93641
22	MOUNT GLEASON	(661) 947-7784	26650 North Angeles Forest Hwy	Palmdale	93550
23	MOUNTAIN HOME	(559) 539-2334	45260 Bear Creek Road	Springville	93265
24	OAK GLEN	(909) 797-0196	41100 Pine Bench Road	Yucaipa	92399
25	OWENS VALLEY	(760) 387-2686	22 Round Valley Road	Bishop	93514
26	PARLIN FORK	(707) 964-3766	23000 Highway 20	Fort Bragg	95437
27	PILOT ROCK	(760) 389-2233	P.O. Box 10	Crestline	92325
28	PRADO	(909) 597-3917	14467 Central Avenue	Chino	91710
29	PUERTA LA CRUZ	(760) 782-3547	32363 Highway 79	Warner Springs	92086
30	RAINBOW	(760) 728-2554	8215 Rainbow Heights Road	Fallbrook	92028
31	SALT CREEK	(530) 833-5479	10655 Round Valley Rd	Paskenta	96074
32	SUGAR PINE	(530) 472-3027	15095 Sugar Pine Camp Road	Bella Vista	96008
33	TRINITY	(530) 286-2885	106 County Road	Lewiston	96052
34	VALLECITO	(209) 736-2203	3225 Six Mile Road	Angels Camp	95222
35	VALLEY VIEW	(530) 968-5107	3339 County Road 307	Elk Creek	95939

Table 3-3A. CDC Family Foundations and FOTEP Addresses & Phone Numbers

Facility	Site Phone	Address	City	Zip Code
Santa Fe Springs	(562) 946-9434	11121 Bloomfield Avenue	Santa Fe Springs	90670
San Diego	(858) 467-6716	3050 Armstrong St.	San Diego	92111
Fresno FOTEP	(559) 497-5823	2855 West Whitesbridge Road	Fresno	93706

Table 3-3 Current Equipment at the CDC Family Foundations and Female Offender Treatment and Employment Program (FOTEP) Facilities

	INMATE PHONES	CONTRACTOR
Family Foundations		
• Santa Fe Springs	3	VERIZON
• San Diego	3	MCI
Fresno FOTEP	3	MCI

Table 3-4 Current CYA Ward Telephone Equipment

	YOUTH CORRECTIONAL FACILITIES & CAMPS	WARD PAYPHONES	MONITORING EQUIPMENT
1	El Paso de Robles – Paso Robles	22	GTL
2	Fred C. Nelles – Whittier (scheduled to close in 2004)	14	
3	Northern Clinic – Sacramento (scheduled to close in 2004)	12	GTL
4	Preston - Ione	15	GTL
5	Heman G. Stark - Chino	46	
6	Southern Clinic - Norwalk	15	
7	Ventura - Camarillo	26	
Northern California Youth Correctional Center: Stockton – 3 Facilities			
8	N.A. Chaderjian - Stockton	24	GTL shared*
9	O.H. Close - Stockton	20	GTL shared*
10	DeWitt Nelson - Stockton	19	GTL shared*
CYA Camps Include:			
1	Ben Lomond (Camp) – Santa Cruz	2	GTL
2	Mt. Bullion Youth (Camp) – Mariposa (scheduled to close in 2004)	3	Non-IWTS
3	Pine Grove (Camp) – Pine Grove	2	Non-IWTS
4	Washington Ridge (Camp) – Nevada City	2	GTL
	Total	222	6-IWTS 2-Non-IWTS

* One system shared at all 3 facilities

Table 3-4A YOUTH AUTHORITY CORRECTIONAL FACILITY AND CAMP ADDRESSES

DeWitt Nelson Youth Correctional Facility
7650 Newcastle Road
Stockton, CA. 95213-9003
(209) 944-6113

N.A. Chaderjian Youth Correctional Facility
7650 Newcastle Road
Stockton, CA. 95213-9004
(209) 944-6401

O.H. Close Youth Correctional Facility
7650 Newcastle Road
Stockton, CA. 95213-9001
(209) 944-6301

El Paso de Robles Youth Correctional Facility
4545 Airport Road
Paso Robles, CA. 93447-7008
(805) 238-4040

Heman G. Stark Youth Correctional Facility
15180 Euclid Ave.
Chino, CA. 91710
(909) 606-5000

Preston Youth Correctional Facility
201 Waterman Road
Ione, CA. 95640
(209) 274-8000

Ventura Youth Correctional Facility
3100 Wright Road
Camarillo, CA. 93010
(805) 485-7951

Ben Lomond Youth Conservation Camp
13575 Empire Grade
Santa Cruz, CA. 95060
(408) 423-1652

Pine Grove Youth Conservation Camp
13630 Aqueduct-Volcano Road
Pine Grove, CA. 95665
(209) 296-7581
Washington Ridge Youth Conservation Camp
11425 Conservation Camp Road
Nevada City, CA. 95959
(916) 265-4623

Note: Not listed are Fred C. Nelles Youth Correctional Facility and Mt. Bullion Youth Conservation Camp. These locations will be closing effective June 30, 2004.

3.14 CDC Branding/Overlay Recorded Messages

The CDC California Code of Regulations, Title 15 and Department Operations Manual (DOM) contain branding and random overlay requirements for all IWTS inmate collect calls. The requirements were established to notify the inmates and called parties of the monitoring and recording activities; in addition to safety and security reasons to protect the public.

- Inmates are made aware of the recording/monitoring by signage posted near the inmate telephones.
- Branding is the initial recording the inmates and called parties hear during the inmate call process. The inmate and called party are informed "...this call and your telephone number will be recorded and monitored...". The message also includes the inmate's name and name of the institution from which the call was made.
- A Random Overlay Recording is played throughout the duration of the call that informs the inmate and called party. "This recorded call is from an inmate at a California Correctional Facility."
- There are also distinctive beep tones that sound every 15 seconds throughout the duration of the call.
- The inmate and called party cannot talk to each other when the branding is played.
- The random overlay is a tool to protect the public from receiving calls from inmates by way of a third-party call. In this instance the called party may not have heard the initial branding, however, the random overlay would alert the called party the call is from an inmate at a California Correctional Facility.
- The random overlay is played in the background of the call and should not block the conversation between the inmate and called party.

3.15 CYA Branding/Overlay Recorded Messages

At all CYA locations, ward calls are announced when the call is initially placed. At the locations where the GTL equipment has been installed, a random overlay is also played throughout the call. This overlay states that "calls may be monitored."

3.16 Space and Space Conditioning

As previously noted, several of the State's older facilities predate the widespread use of telephony. As a result, these facilities do not have dedicated switch rooms for IWTS components. While it is the State's appreciation that all systems currently installed have adequate space, conditioned power, and HVAC support plants to provide for sustained operation within design parameters, Bidders should be aware that proposed modifications that significantly change the space or space conditioning requirements may be problematic and should be avoided if possible. As noted in SECTION 6, the successful Bidder will be responsible for replacement of all power conditioning and Uninterrupted Power Supply (UPS) units; the State shall retain responsibility for all HVAC, lighting, and shelter assets.

3.17 Call Rates

The actual current call rates and surcharges for CDC as well as the predominant CYA rates and surcharges are reflected in Table 3-5 below.

Table 3-5 Current Call Rates

Call Type	Current CDC Surcharge	Current CYA Surcharge	Current CDC Rate per Minute	Current CYA Rate per Minute
Intrastate/Local	\$1.50	\$.50	\$.15	\$.05
Intrastate/Intralata	\$1.50	\$.50	\$.15	\$.05
Intrastate/Interlata	\$2.00	\$.50	\$.28	\$.05
Interstate	\$3.95	\$3.95	\$.89	\$.89

3.18 Historical Call Volume

The Historical Call Volume for the last three years for CDC and CYA is reflected in Table 3-6 through Table 3-9.

Bidders should be aware that call volumes contained in these tables fluctuate on a monthly and yearly basis due to changes in the economy and/or facility operations (e.g. inmate/ward population decreases or administrative restrictions, etc.). Under no circumstances should Bidders assume that the State guarantees any particular volume associated with IWTS.

Table 3-6 CDC Annual Call Types Breakdown – Actual

CDC Annual Call Types Breakdown – Actual				
YEAR	CALL TYPE	Data	Total	
05/2001-12/2001	1) LOCAL	Sum of CALLS	80,554	
		Sum of MINUTES	816,673	
	2) INTRALATA	Sum of CALLS	1,616,449	
		Sum of MINUTES	16,672,518	
	3) INTERLATA	Sum of CALLS	5,035,106	
		Sum of MINUTES	53,058,394	
	4) INTERSTATE	Sum of CALLS	465,653	
		Sum of MINUTES	4,880,360	
	5) INTERNATIONAL	Sum of CALLS	121	
		Sum of MINUTES	1,029	
	6) SBC LOCAL/INTRALA	Sum of CALLS	1,416,926	
		Sum of MINUTES	18,479,815	
	05/2001-12/2001 Sum of CALLS			8,614,809
	05/2001-12/2001 Sum of MINUTES			93,908,789
2002	1) LOCAL	Sum of CALLS	65,598	
		Sum of MINUTES	703,741	
	2) INTRALATA	Sum of CALLS	1,616,697	
		Sum of MINUTES	17,629,249	
	3) INTERLATA	Sum of CALLS	6,771,179	
		Sum of MINUTES	71,468,926	
	4) INTERSTATE	Sum of CALLS	601,839	
		Sum of MINUTES	6,277,694	
	5) INTERNATIONAL	Sum of CALLS	311	
		Sum of MINUTES	3,566	
	6) SBC LOCAL/INTRALA	Sum of CALLS	2,042,946	
		Sum of MINUTES	26,644,779	
	2002 Sum of CALLS			11,098,570
	2002 Sum of MINUTES			122,727,955
1/2003-9/2003	1) LOCAL	Sum of CALLS	106,234	
		Sum of MINUTES	1,186,628	
	2) INTRALATA	Sum of CALLS	1,404,857	
		Sum of MINUTES	15,889,610	
	3) INTERLATA	Sum of CALLS	4,714,011	
		Sum of MINUTES	51,005,280	
	4) INTERSTATE	Sum of CALLS	346,470	
		Sum of MINUTES	3,680,266	
	5) INTERNATIONAL	Sum of CALLS	114	
		Sum of MINUTES	1,133	
	6) SBC LOCAL/INTRALA	Sum of CALLS	766,306	
		Sum of MINUTES	10,004,985	
	1/2003-9/2003 Sum of CALLS			7,337,992
	1/2003-9/2003 Sum of MINUTES			81,767,902

Table 3-7 CDC Annual Call Types Breakdown – 2003 Projected

CDC Annual Call Types Breakdown - Projected Full Years				
YEAR	CALL TYPE	DATA	TOTAL	
2001(Projected)	1) LOCAL	Sum of CALLS	85,122	
		Sum of MINUTES	869,214	
	2) INTRALATA	Sum of CALLS	1,986,135	
		Sum of MINUTES	20,639,792	
	3) INTERLATA	Sum of CALLS	7,639,478	
		Sum of MINUTES	80,425,515	
	4) INTERSTATE	Sum of CALLS	706,509	
		Sum of MINUTES	7,397,613	
	5) INTERNATIONAL	Sum of CALLS	184	
		Sum of MINUTES	1,560	
	6) SBC LOCAL/INTRALA	Sum of CALLS	2,149,821	
		Sum of MINUTES	28,011,565	
	2001 Projected Sum of CALLS			12,567,249
	2001 Projected Sum of MINUTES			137,345,259
2002	1) LOCAL	Sum of CALLS	65,598	
		Sum of MINUTES	703,741	
	2) INTRALATA	Sum of CALLS	1,616,697	
		Sum of MINUTES	17,629,249	
	3) INTERLATA	Sum of CALLS	6,771,179	
		Sum of MINUTES	71,468,926	
	4) INTERSTATE	Sum of CALLS	601,839	
		Sum of MINUTES	6,277,694	
	5) INTERNATIONAL	Sum of CALLS	311	
		Sum of MINUTES	3,566	
	6) SBC LOCAL/INTRALA	Sum of CALLS	2,042,946	
		Sum of MINUTES	26,644,779	
	2002 Sum of CALLS			11,098,570
	2002 Sum of MINUTES			122,727,955
2003 (Forecasted)	1) LOCAL	Sum of CALLS	176,976	
		Sum of MINUTES	1,974,377	
	2) INTRALATA	Sum of CALLS	1,705,603	
		Sum of MINUTES	19,459,974	
	3) INTERLATA	Sum of CALLS	6,243,863	
		Sum of MINUTES	68,261,931	
	4) INTERSTATE	Sum of CALLS	452,355	
		Sum of MINUTES	4,864,678	
	5) INTERNATIONAL	Sum of CALLS	162	
		Sum of MINUTES	1,594	
	6) SBC LOCAL/INTRALA	Sum of CALLS	790,208	
		Sum of MINUTES	10,316,611	
	2003 Forecasted Sum of CALLS			9,369,167
	2003 Forecasted Sum of MINUTES			104,879,165

Table 3-8 CYA Annual Call Types Breakdown - Actual

CYA ANNUAL CALL TYPES BREAKDOWN - ACTUAL			
YEAR	CALL TYPE	Data	Total
05/2001-12/2001	INTERLATA	Sum of CALLS	413,212
		Sum of MINUTES	4,993,986
	INTERSTATE	Sum of CALLS	12,939
		Sum of MINUTES	136,106
	SBC LOCAL/INTRALA	Sum of CALLS	30,512
		Sum of MINUTES	400,857
05/2001-12/2001 Sum of CALLS			456,663
05/2001-12/2001 Sum of MINUTES			5,530,949
2002	INTERLATA	Sum of CALLS	464,955
		Sum of MINUTES	5,425,765
	INTERSTATE	Sum of CALLS	13,091
		Sum of MINUTES	136,129
	INTRALATA	Sum of CALLS	13,868
		Sum of MINUTES	143,879
	LOCAL	Sum of CALLS	4,873
		Sum of MINUTES	48,902
	SBC LOCAL/INTRALA	Sum of CALLS	21,298
		Sum of MINUTES	280,162
2002 Sum of CALLS			518,085
2002 Sum of MINUTES			6,034,837
1/2003-9/2003	INTERLATA	Sum of CALLS	286,255
		Sum of MINUTES	3,368,214
	INTERSTATE	Sum of CALLS	5,922
		Sum of MINUTES	60,978
	INTRALATA	Sum of CALLS	16,261
		Sum of MINUTES	171,040
	LOCAL	Sum of CALLS	5,513
		Sum of MINUTES	56,052
	SBC LOCAL/INTRALA	Sum of CALLS	7,058
		Sum of MINUTES	92,249
1/2003-9/2003 Sum of CALLS			321,009
1/2003-9/2003 Sum of MINUTES			3,748,533

Table 3-9 CYA Annual Call Types Breakdown – 2003 Projected

CYA ANNUAL CALL TYPES BREAKDOWN - PROJECTED FULL YEARS				
YEAR	CALL TYPE	DATA	TOTAL	
2001(Projected)	INTERLATA	Sum of CALLS	524,458	
		Sum of MINUTES	6,159,525	
	INTERSTATE	Sum of CALLS	19,532	
		Sum of MINUTES	206,102	
	SBC LOCAL/INTRALA	Sum of CALLS	46,060	
		Sum of MINUTES	607,008	
2001 Projected Sum of CALLS			590,050	
2001 Projected Sum of MINUTES			6,972,635	
2002	INTERLATA	Sum of CALLS	464,955	
		Sum of MINUTES	5,425,765	
	INTERSTATE	Sum of CALLS	13,091	
		Sum of MINUTES	136,129	
	INTRALATA	Sum of CALLS	13,868	
		Sum of MINUTES	143,879	
	LOCAL	Sum of CALLS	4,873	
		Sum of MINUTES	48,902	
	SBC LOCAL/INTRALA	Sum of CALLS	21,298	
		Sum of MINUTES	280,162	
	2002 Sum of CALLS			518,085
	2002 Sum of MINUTES			6,034,837
2003	INTERLATA	Sum of CALLS	265,836	
		Sum of MINUTES	2,856,095	
	INTERSTATE	Sum of CALLS	7,890	
		Sum of MINUTES	81,875	
	INTRALATA	Sum of CALLS	80,239	
		Sum of MINUTES	1,087,605	
	LOCAL	Sum of CALLS	8,503	
		Sum of MINUTES	87,624	
	SBC LOCAL/INTRALA	Sum of CALLS	7,686	
		Sum of MINUTES	100,481	
	2003 Sum of CALLS			370,154
	2003 Sum of MINUTES			4,213,680

SECTION 4 – Proposed Solution

4.1 Overview

The State of California is requesting offers, through the process of this Request for Proposal (RFP), for the provision and maintenance of inmate/ward telephone services under one “concession” Master Contract.

It is the State’s intent to afford the Bidder the maximum latitude in proposing innovative solutions to meet the State’s IWTS requirements. Unless a specific requirement includes the words “shall” or “will”, which identify a compulsory requisite, nothing in the following narrative language should be considered prescriptive in nature.

Terminology such as “the State expects” indicates a presumption by the State as to the most likely solution to meet the State’s needs. It does not imply or mandate either a requirement or even a preferred solution. Bidders should not feel unduly constrained by this language. Indeed the Bidder is encouraged to propose solutions which best meet the State’s service needs through the use of innovative yet proven technologies that do not have unnecessary risk or uncertainty associated with them.

4.2 State’s Vision

The State seeks to improve its IWTS services through the use of innovative strategies and requires the Bidder to propose an integrated solution to meet the State’s comprehensive IWTS needs. The State envisions an enterprise-wide IWTS service infrastructure that supports and facilitates the communications and data access requirements of the State’s various IWTS stakeholder groups.

- The primary goals behind such an infrastructure are to:
- Reduce the cost of collect calls from inmates/wards to their families and friends;
- Achieve greater levels of performance, especially regarding the investigative capability of the system; and,
- Optimize utilization of scarce State staff resources and public funds.

The State envisions the IWTS service infrastructure as able to support all of its key business objectives.

The successful Bidder shall provide a fully operational, flexible, secure and reliable inmate/ward telephone system, and shall provide the State the means to ensure the lawful and legitimate use of the system. The provision of inmate/ward telephone services is considered a critical service element and the system’s quality, performance and reliability of service are high priorities to the State.

The Bidder is required to provide required IWTS services in support of the State's ongoing efforts to realize its vision for an enhanced IWTS system. The State views the relationship that will evolve from this procurement effort as synergistic and symbiotic, with both organizations strengthened by the capabilities of the other. As a result, the State expects the successful Bidder to share a common vision and to help assist the State in obtaining its goals.

The State desires to retain a finite set of core technology management functions, including strategic planning, quality assurance, and Bidder/contract management. The State will retain authority over specific IWTS functions, as follows:

a. Strategic and Operational Planning

The State will take primary responsibility for technology planning with assistance from the Bidder. The Bidder is expected to assist in: (i) development of goals and objectives; (ii) assessment of the current environment; (iii) analysis of alternatives; (iv) development of recommended directions and solutions; (v) development of technology standards; (vi) development of implementation plans; and other areas as appropriate. The State will also retain primary responsibility and authority (with assistance from the Bidder) over operational planning as it relates to the development and approval of initiatives that affect the Bidder's scope of services, and/or strategic directions of the State's technology environment and contract with the Bidder. This includes the state-wide coordination and approval of specific departmental requests for service that are beyond the current scope of services provided by the Bidder or that directly modify the Service Level Agreements (SLAs) determined through this RFP process.

b. Technology Retooling Approval

The State retains the right to accept or reject any Bidder proposed technology update plan that changes the State IWTS service system infrastructure. It is expected that the State and the Bidder will work closely together in the evaluation of new technologies and the development of any plans to upgrade or update the State IWTS systems. Nevertheless, the State reserves the right to prohibit the use of any technology that the State deems cost prohibitive or unproven or that the State legitimately fears may endanger the reliability of critical communications.

c. Business Process Reengineering

It is anticipated that the Bidder will propose, initiate, and conduct technology infrastructure changes that result in business process reengineering efforts at the State. The State will retain primary responsibility and authority over: approving these efforts; coordinating/resolving labor-related issues; and ensuring that performance metrics (including before and after) are accurately and appropriately developed.

d. Contract Management

The State will be responsible for managing the contract and relationship with the Bidder. The Bidder will be responsible for managing all contracts and relationships with subcontractors.

e. Validation and Verification

In addition to the quality assurance efforts provided by the Bidder, the State will perform validation and verification activities over key project and operational processes. The functions designated above as retained authorities and primary responsibilities of the State will be performed by the State staff and/or independent consultants hired directly by the State as Independent Verification and Validation and (IV&V) contractors. The Bidder is expected to cooperate with such authorities.

4.3 Service Levels

In order to provide a logical and uniform framework for considering and communicating the State's IWTS needs, the continuum of services included in the scope of this RFP has been divided and grouped into service levels. There are two basic service levels, each of which is more fully discussed below. It is important to note that, regardless of the Service Levels, CDC and CYA data must be logically (and preferably physically) partitioned from the other. Under no circumstances should CDC and CYA have access to the other's data.

The specific IWTS requirements associated with each Service Level are presented in SECTION 6, Attachments 6-A through 6-D.

4.4 Service Level 1

Service Level 1 functionality includes the basic collect call only functionality and does not include such functions as recording, monitoring or a Personal Identification Number (PIN). Service Level 1, Collect Call Services, includes both the services and equipment necessary to provide inmate/ward collect calls. The State views simple Collect Call Service as the bare minimum of calling service acceptable, and, as such, represents the minimum acceptable configuration. All Service Level 1 functionality shall be provided by the successful Bidder using a centralized platform system using off premise equipment.

CYA anticipates using Service Level 1 functionality at all its facilities throughout the life of this contract. CYA does not desire any on premise equipment with the exception of telephone handsets etc.

The CDC anticipates using Service Level 1 functionality at the Family Foundations and Female Offender Treatment and Employment Program locations.

4.5 Service Level 2

Service Level 2 functionality includes all of the functionality associated with Service Level 1 and also includes additional functionality such as monitoring, recording and PINs. Service Level 2, Monitoring and Recording Services and PIN, represents the highest-level service for mainline correctional institutions.

CDC requires a premise-based solution for Service Level 2 at its 33 facilities throughout the life of the contract. For the CDF/CDC Camps, the option of a centralized platform system that uses on-premise workstations at each Camp would be considered.

Currently CYA does not have plans to migrate any of its facilities to Service Level 2. Should CYA migrate any or all of its facilities to Service Level 2, it may opt for premise based or off-premise based solution.

The State is seeking a PIN services solution that relies heavily upon automated processes. The State highly encourages the Bidder to offer a solution that minimizes the demands on State personnel through the innovative use of technology and streamlined processes. PIN functionality shall be proposed. However, this functionality may or may not be implemented by any or all of the CDC and the CYA facilities and camps.

4.6 Value-Added Features

The Bidder is to provide information on additional value added offerings, by Service Level, that the Bidder believes might meet the State's needs. Of particular interest to the State is biometrics technology and pre-paid calling services and whether or not their proposed solution has the capability to migrate to Biometrics in the future. The value added offerings may or may not be utilized by some or all of the CDC and CYA facilities and camps.

SECTION 5 – Administrative Requirements

5.1 Introduction

In addition to meeting SECTION 6 – IWTS Requirements, Bidders must adhere to all of the administrative requirements of this Request for Proposal (RFP) to be responsive. These include the key action dates in SECTION 1- Introduction, adherence to SECTION 2 – Rules Governing Competition, satisfactory completion of SECTION 5– Administrative Requirements, completion of SECTION 7 – Pricing Proposal, adherence to SECTION 8 – Proposal Format, and satisfactory performance of SECTION 10 – Demonstration.

SECTION 5 consists of two (2) parts: Part 1 Mandatory Requirements and Part 2 Proposal Quality Factors:

- Part 1 requires the Bidder to indicate if they intend to meet the specified Administrative requirements if they are awarded the contract. The Bidder must respond appropriately to indicate its intention regarding each administrative requirement or group of administrative requirements.
- Part 2 requires the Bidder to provide documentation for how they will provide each requested document and how they will accomplish each specified administrative requirement. Proposal Quality Factors have been established by the State and will be used to determine an individual quality score for each individual administrative requirement, which will cumulatively determine the total quality score for each qualified proposal.
- Proposal Quality Factors will be used to allocate a maximum of thirty (30) percent (%) of a Bidder's total proposal evaluated score. See SECTION 9 – Proposal Evaluation for a complete description and explanation of the RFP proposal evaluation methodology.
- SECTION 5, Exhibits 5-A through 5-E are located at the end of this section and must be used to certify or document compliance with specific administrative requirements specified in Part 1 and Part 2;
- Any exceptions or conditions complying with these administrative requirements as stated herein should be clearly noted and a detailed explanation provided in the Draft and Final Proposals.

Part 1**Mandatory Requirements****5.2 Statement of Work Process**

The Bidder's responses to Part 2, after acceptance by the State, shall be considered the Statement of Work and shall become part of this contract.

- The Bidder must provide a software product like MS Project to illustrate planning elements including a detailed work breakdown structure, organization, dependencies and preliminary schedules
- No later than 21 days after contract award, a Project Initiation Meeting will be scheduled in Sacramento, where the State and the Contractor's team will meet to:
 - o Establish schedules for initial acceptance testing, transition phase and full installation/conversion;
 - o
 - o Establish template(s) for the conversion planning process to be used for the installation/conversion of each CDC/CYA facility;
 - o
 - o Establish the specific order of CDC/CYA site conversion.
- No later than 30 days after the conclusion of the Project Initiations Meetings, the Contractor will provide a revised project schedule reflecting the dates established at the Project Initiation Meetings and will be subject to the State's review and approval.

Note: The State will comply with of the following provisions if the contractor chooses to use either or both of them in their Statement of Work:

Alternative 1

Notwithstanding Appendix-A General Provisions #22 TERMINATION FOR THE CONVENIENCE OF THE STATE, subsection c), the following shall apply:

If the Contractor and the State fail to agree on the amount to be paid because of a termination for convenience, the State will pay the Contractor the following amounts; provided that in no event will total payments exceed the amount payable to the Contractor if the Contract has been fully performed:

- a. The unamortized portion, if any, of the current month's Concession Fee payment ("unamortized" meaning the monthly Concession Fee amount, divided by the number of days in the month in which the State terminates, and multiplied by the number of days remaining in that month.); and
- b. The unamortized portion of the annual payment for the DGS

Telecommunications division Program Management Administration fee (“unamortized” meaning eight hundred thousand dollars (\$800,000), divided by 365, and multiplied by the number of days remaining in the contract year in which the State terminates the Contract); and

- c. The reasonable cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the Contract; and
- d. Reasonable storage, transportation, demobilization, unamortized overhead and capital costs, and other costs reasonably incurred by the Contractor in winding down and terminating its work.

Alternative 2

Notwithstanding Appendix-A General Provisions #37 RIGHTS IN WORK PRODUCT, subsection a), the following shall apply:

Notwithstanding anything to the contrary herein, State shall be the owner of and shall be entitled to possession of all voice prints, recordings, call detail records and institution-specific or inmate-specific information, including correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Agreement by State or upon completion of the work pursuant to this Agreement. Contractor shall have the ability to use such information to the extent necessary for Contractor to carry out its obligations under the Contract.

I understand and will comply with the above requirement.

Yes No

5.3 Productive Use Requirements

The objective of the Productive Use Requirements is to allow time for any major defects to be worked out of the Bidder’s hardware and software that are proposed for use in this concession services contract and to ensure that all proposed products have a record of proven use in customer environments prior to installation for State use.

a. Customer In-Use Requirement

Bidder must provide an itemized list of in-service dates for the IWTS telephones, handsets, enclosures, lighting, operator services, dial-tone, and line access for inter-LATA, inter-State (including international), and intra-LATA calls. Hardware, wiring, and cabling shall meet current National Telephone Industry Association (NTIA) reliability standards. Enclosures and related materials shall meet all applicable standards identified by the Federal Communications Commission (FCC) and the California Public Utilities Commission (CPUC). IWTS telephones, line access, and transmission quality shall meet industry standards and all State and Federal regulations.

IWTS Hardware

Each type of hardware component installed by the Contractor under the concession service terms and conditions of this RFP must have been installed and in productive use, in substantially the configuration proposed, by a customer external to the Bidder's organization, for at least six (6) months prior to the Final Proposal due date specified in SECTION 1, 1.7 – Key Action Dates. Thereafter, each type of hardware must have been installed for at least six (6) months prior to installation on State property or participating agency property.

Other Hardware

Enclosures must have been installed and in productive use, in substantially the configuration proposed, by a customer external to the Contractor's organization, for at least six (6) months prior to the Final Proposal due date specified in SECTION 1, 1.7 – Key Action Dates.

System Software

Programmable software residing in the IWTS network system proposed by the Bidder in response to this RFP must have been installed and in productive use, in substantially the configuration proposed, by a paying customer external to the Bidder's organization, for at least six (6) months prior to the Final Proposal due date specified in SECTION 1, 1.7 – Key Action Dates.

Other Software

Other software means any software in operation for the purpose of data gathering; maintenance and reports related to, but not limited to, call trafficking revenue/concession fee, and other related business activities. Each item of software proposed in response to this RFP, other than that residing in the telephone, must have been installed and in productive use, in substantially the configuration proposed, for a customer external to the Bidder's organization, for at least six (6) months prior to the Final Proposal due date specified in SECTION 1, 1.7 – Key Action Dates.

The singular exception to this requirement is report software, which may require development for the express purpose of providing reports specific to, and required by, the State of California. However, report software similar to that which is required shall be evaluated using this six (6) month in-use stipulation.

I understand and will comply with the above requirements.

Yes No

b. Eligible Equipment

The Bidder must identify the origin of the equipment to be provided. All IWTS equipment (monitors, recorders, and call control) proposed must be new and the latest model in current production that meet customer in-use requirements and functional requirements. USED, SHOPWORN, REFURBISHED, DEMONSTRATOR, PROTOTYPE, or DISCONTINUED MODELS ARE NOT ACCEPTABLE FOR INSTALLATION.

Existing monitoring, recording and call control equipment, to the extent that this equipment is in like new condition, is eligible to be proposed to meet the requirements of this RFP, provided that the previous service provider can provide certification from the manufacturer that the equipment is in like new condition and meets all of the performance criteria as when it was new and satisfies the IWTS requirements as specified in this RFP, in SECTION 6 – IWTS Requirements. The current IWTS telephones may be used if mutually agreed upon by the State, the Bidder, and the current inmate/ward phone Contractor(s).

I understand and will comply with the above requirement.

Yes No

c. Manufacturer(s) Verification

Bidder must provide verification of authorization to offer the hardware and software and service proposed. Written verification must be supplied by the manufacturer(s) acknowledging the existence of a contract or agreement with the Bidder to purchase, supply, distribute, install, and maintain the hardware, software, or service proposed.

I understand and will comply with the above requirement.

Yes No

5.4 Bidder's Qualifications and Responsibility**a. Overview**

Prior to award of the contract, the State must be assured that the Bidder selected has all of the resources required to successfully perform under the contract. This includes, but is not limited to, personnel in the numbers and with the skills required, equipment of appropriate type and in sufficient quantity, financial resources sufficient to complete performance under the contract, and experience in similar endeavors.

If, during the evaluation process, the State is unable to assure itself of the Bidder's ability to perform under the contract, if awarded, the State has the option of requesting from the Bidder any information that the State deems necessary to determine the Bidder's responsibility. If such information is required and it is determined that the Bidder is the appropriate source for such information, the Bidder will be notified in writing and will be permitted approximately five (5) working days to submit the information to the DGS Procurement Official identified in SECTION 1 – Introduction.

b. Prime Contractor

The State considers Contractor support to be of primary importance to the successful installation and maintenance of systems under this contract. The successful Bidder shall be the prime Contractor and the single point of contact to the State regarding the full scope of the proposed IWTS services offered in response to this RFP.

In cases involving replacement of key project team members, the Contractor must substitute personnel of at least comparable capability and experience in a timely manner. The State reserves the right to interview and/or approve/disapprove Contractor personnel and their replacements before the Contractor finalizes the candidate for assignment.

The State also reserves the right to disapprove the continuing assignment of on-site Contractor personnel without penalty for cause, including but not limited to, unacceptable business conduct and failure to obtain either CDC or CYA security clearance. The Contractor must make every reasonable effort to provide suitable personnel. In the event the Contractor is unable to immediately replace the disapproved personnel, the State may agree to an equitable adjustment in the schedule. The State may request personal reference(s) of the proposed replacement personnel, including the Project Manager.

c. Project Manager

The Contractor shall designate a Project Manager to act as the single point of contact. The Project Manager shall serve as the principal contact regarding all contract matters including, but not limited to, the following activities: coordination of all installations, problem resolution, customer training, performance and acceptance testing, maintenance, liability, and on-going support services. The Project Manager shall have the responsibility of seeing that all requirements of the contract are carried out on time and in accordance with the terms and conditions of the contract.

The Contractor's Project Manager shall attend meetings in Sacramento with CDC/CYA staff bi-weekly or as needed at no additional cost to the CDC/CYA.

The Contractor's Project Manager, Functional Lead, and Technical Lead assigned to this project shall have a minimum of five (5) years of experience in the installation, operation, maintenance, and on-going support of telephone systems comparable to IWTS. He/She shall have successfully managed the prior installation of a system of similar size and configuration and must be able to demonstrate in-depth knowledge of the system as proposed.

d. CDC/CYA Site Coordinator

During each installation, the Contractor shall assign an on-site coordinator. At no time will a coordinator be in charge of more than two (2) site installations at the same time unless mutually agreed to by the CDC and CYA and the Contractor. The Site Coordinator shall be immediately available to be the single point of contact to address any on-site issues that may arise during installations.

e. Technical Support

The Contractor must provide technical design, implementation, and testing assistance on all aspects of the proposed equipment. This may include subcontractors or representatives from various product manufacturers who fully understand the proposed equipment. Valid State licenses are required in technical areas as appropriate for the work required.

Specific to CDC/CYA, the Contractor must also provide on-site assistance to system users for a minimum of five (5) working days following equipment installation at new institutions, central site(s), and each phase of installation at existing institutions. A minimum of two (2) individuals capable of rendering assistance to users of the system will be required to assist CDC/CYA personnel with problem identification and resolution.

f. Help Desk

The Contractor must provide a Help Desk that can be accessed through a toll-free number. A live person must answer and assist the CDC/CYA personnel at the time the call is placed to the Help Desk, regardless of time of day or day of week; 24 hours a day / 7 days a week.

A trouble ticket will be opened when a call is placed to the Help Desk. This trouble ticket will not be closed until the nature of the trouble ticket has been identified and resolved. The trouble ticket is closed when a help desk representative makes contact with the person who opened the trouble ticket or with the CDC/CYA designee.

g. Problem Escalation

The Contractor must have an escalation procedure for problem solving in the event the Contractor does not provide satisfactory response to service issues. This procedure should, at a minimum, identify the local and regional management accountable for this project, including their direct telephone numbers. Escalation procedures/personnel must be updated if any change in the organization occurs.

I understand and will comply with the above requirement.

Yes` No

5.5 Performance Bond Requirement

a. Letter of Bondability

The Bidder shall submit a Letter of Bondability as part of their Draft and Final Proposals. Final proposals submitted without this document shall be considered non-responsive, and the Final Proposal will be rejected.

The Letter of Bondability shall be from an admitted Surety Insurer, which states the surety unconditionally offers to guarantee the Bidder's performance in all respects of the terms, conditions and provisions herein to the extent of five million dollars (\$5,000,000) for the term of the contract. It must also state, within twenty-one (21) calendar days after the date of the contract award, the surety will execute a faithful Performance Bond.

b. Performance Bonds

Upon notification of contract award, unless submitted with the proposal, the Bidder shall furnish to the DGS Procurement Division, at no cost to the State, a faithful Performance Bond in the amount of five million dollars (\$5,000,000) for the term of the contract.

Failure to submit the required document within twenty-one (21) calendar days from contract award will be sufficient grounds for the State to terminate the contract at no cost to the State.

The Performance Bond shall be on a form from an admitted surety insurer and must guarantee the Bidder's compliance with the terms of the contract. The DGS, State of California shall be identified as the beneficiary. Because of the potential consequences that might result if the successful Bidder is unable to furnish the Performance Bond, the Bidders should take the necessary steps prior to submittal of their proposals to ensure that, if awarded the contract, they will be able to comply with this bond requirement.

NOTE: Any bond execution instruction(s) requiring additional obligations for the State will not be acceptable. All bond execution instructions, if any, must be reviewed and approved by the State prior to the Final Proposal due date.

I understand and will comply with the above requirement.

Yes No

5.6 Confidentiality

Except for the information deemed by law to be public record, all financial, statistical, personal, technical, security and other information and data relating to the Agency's operation and made available to the Contractor in order to carry out the contract are confidential and the contractor shall sign a Confidentiality Statement specified in SECTION 1, Exhibit 1-D.

Similarly, any Subcontractor engaged by the Contractor to provide good(s) or service(s) to the State that requires contact with confidential State information will also be required to protect State data. Appropriate language must be in the contract between the Contractor and the Subcontractor and shall be made available for review by the State upon request.

I understand and will comply with the above requirement.

Yes No

5.7 Contractor's License

Bidders must complete Exhibit 5-A, CONTRACTOR'S LICENSE INFORMATION for the Prime Bidder's firm and for any person(s) and/or firm(s) proposed to be installing telephones, wiring, and/or cabling at the installation site(s). The Prime Bidder must have the appropriate licenses in the name of the Bidder's firm in order to be awarded a contract. Exhibit 5-A shall be submitted with the Draft and Final Proposals.

I understand and will comply with the above requirement.

Yes No

5.8 Subcontractor Requirements

Any subcontractor that the IWTS Contractor chooses to use in fulfilling the requirements of this RFP must also meet all Administrative, System, Implementation, Service Support and Functional Requirements of the RFP as applicable. The Contractor will be responsible for coordinating and controlling all aspects of their IWTS proposal, including support to be provided by any subcontractor and/or secondary contractors, and will be the sole point of contact with the State.

If this performance involves the use of one (1) or more software products proprietary to another Contractor, the prime Contractor will be responsible for acquiring a license for the Contractor's use of such products from the secondary contractor(s).

I understand and will comply with the above requirement.

Yes No

5.9 Subcontractor List

Each participating Bidder shall submit with the Draft and Final Proposal Exhibit 5-B, LIST OF PROPOSED SUBCONTRACTORS, including pertinent license information or indicate on the form that none are to be used.

I understand and will comply with the above requirement.

Yes No

5.10 Statement of Non-Discrimination Compliance

The Bidder must agree to abide by the provisions of Exhibit 5-C, STATEMENT OF NON-DISCRIMINATION COMPLIANCE.

I understand and will comply with the above requirement.

Yes No

5.11 Federal Employer Identification Number (FEIN)

The Bidder agrees to provide the company's Federal Employer Identification Number (Business IRS Number) with the submission of a Final Proposal. The number is to be entered on the first page of the Concession Contract, Appendix A immediately under the Contractor's name box.

I understand and will comply with the above requirement.

Yes No

5.12 Drug Free Workplace

The Bidder must agree to that all State facilities fall under the Drug Free Workplace Act.

I understand and will comply with the above requirement.

Yes No

5.13 Special Correctional Environment

a. Introduction

It is important that all Bidders recognize that they and their Subcontractors will be required to comply with stringent standards and regulations at each correctional facility to ensure the safety and security of all persons and property.

By their nature, correctional facilities require a high level of security twenty-four hours a day, seven days a week. Because of this need to maintain security, all potential Bidders' must be aware of the regulations regarding institution visits. Persons who are unfamiliar with the institution environment can unwittingly become involved in security violations and legal difficulties.

b. Admittance Requirements

The CDC/CYA requires that a background security check be performed for all persons prior to visiting or working at a California institution. Although an individual has been previously cleared, they may have to go through another background security check. For this reason, any Bidder, Contractor, or Subcontractor personnel seeking admission must provide, two (2) weeks in advance, the following information when scheduling a visit or when any contract is executed which will require on-site work:

Full name

Bidder Affiliation and Job Title

Driver's License Number, State where issued, and Expiration Date

Social Security Number

Date of Birth

Ex-Convict Status (State and Federal Level)

Outstanding Arrest Warrants

CDC requires that the Bidder complete a clearance request and sign the form authorizing the correctional facility to acquire a criminal history.

Note: The successful Bidder must have Subcontractors cleared prior to performing any work in a correctional facility.

I understand and will comply with the above requirement.

Yes No

C. Security Rules for Correctional Facilities

While specific procedures may vary from one site to another, the following security rules apply to all individuals at any California State institution:

The Warden/Superintendent at each correctional facility has complete operational authority and responsibility. For this reason, the Warden/Superintendent may find it necessary for security reasons to supersede any of the following rules.

Hostages will not be recognized for bargaining purposes.

Approved Visitors/Contractors shall adhere to the following basic dress standards:

- o Visitors shall wear shoes or sandals.
- o Visitors shall be fully clothed, No wigs or hairpieces without prior approval. Approval shall be based upon proof of need.

Prohibited attire:

- o Visitors/Contractors shall not wear clothing that resembles state issued inmate/ward clothing (blue chambray or blue denim). This restriction applies to any combination of colors or materials.
- o Visitors shall not wear forest green color or camouflage patterned articles of clothing (military-type clothing or military fatigues).
- o Visitors shall not wear transparent clothing.
- o Visitors shall not wear strapless, halter, spaghetti straps or bare midriff clothing.
- o Visitors shall not wear tank tops/sling shot shirts.
- o Visitors shall not wear attire displaying obscene /offensive language or drawings.

Individuals are not permitted to bring cellular telephones, pagers, two-way radios, or cameras on-site without the Warden's/Superintendent's prior written approval.

In emergency situations (i.e., inmate/ward disturbances), individuals may be asked to temporarily leave a building, site or, in some cases, the institution. In

addition, depending on the emergency, individuals may be detained for their own safety. Prompt cooperation is required.

Individuals must not interact with inmates/wards.

The Prime Contractor is responsible for communicating security requirements to IWTS Subcontractors.

The Contractor and Subcontractor personnel who intend to work at any institution shall complete and submit the appropriate Request for Gate Clearance form prior to beginning work.

The Contractor and Subcontractor personnel are strongly encouraged and may be required to get yearly Tuberculosis tests for all staff assigned to a contract resulting from this RFP. The costs for testing and treatment of Tuberculosis shall be borne by the Contractor and/or Subcontractor.

The Contractor may be required to attend a brief orientation or in-service training given by the institution before initially starting a project.

CDC requires the Contractor and Subcontractor personnel shall read, sign, and date the Digest of Laws Relating to Association with Prison Inmates; (EXHIBIT 1-F).

The Contractor and Subcontractor personnel may be required to submit to fingerprinting.

The CDC/CYA staff will control access to the work site. Contractor and subcontractor personnel assigned to the site will be required to enter and leave the work site through the security station for a security check and identification. Loss of time checking in and out shall be borne by the Contractor. An additional ID badge may be needed by the institution for walking unescorted on the institution's grounds.

Contractor and Subcontractor personnel must not interact with inmates/wards. They must not take to or from any inmate/ward any verbal or written message, literature or reading matter, or any item, article, or substance. Giving anything resembling a gift, tip, or reward (including cigarettes or chewing gum) to an inmate/ward is a misdemeanor. It is also a misdemeanor to accept the same from an inmate/ward.

No intoxicants, controlled substances, firearms, explosives, ammunition, knives, toy weapons, or any other item that might threaten institutional security may be brought onto institution property.

The quantity and type of tools, equipment, and materials taken into occupied areas will be restricted and accounted for each time the Contractor or Subcontractor personnel and escorts depart from controlled areas. The Contractor must provide an inventory listing of equipment (vehicles and tools) necessary for work prior to beginning work on-site.

The use of powered tools shall be by special arrangement with the Warden/Superintendent, or their designee(s) through the CDC/CYA Project Manager. At no time shall explosive powered tools be allowed on-site.

Equipment shall be rendered temporarily inoperative when not in use, by locking or other means.

At the end of the workday, tools shall be stored and locked in a secure place provided by the Contractor and approved by the Warden/Superintendent or their designee(s).

The Contractor shall report to the CDC/CYA Project Manager, the Warden/Superintendent or their designee(s) immediately on discovery of any loss of tools, materials, or equipment stored or in use on the work site.

Custodial control shall be maintained over sharp cutting instruments, tools, ropes, ladders, volatiles, quick evaporating liquids, and alcohol-based thinners.

Vehicles, equipment, materials, and persons shall be subject to inspection and/or search by the CDC/CYA staff before entering or leaving the work site. Loss of time in checking in or out shall be borne by the Contractor.

Ignition keys shall be removed whenever a driver is not sitting in his/her vehicle. Unattended vehicles shall be locked.

Prior written approval by the CDC/CYA Project Manager, the Warden/Superintendent or their designee(s) is required for delivery of materials or equipment to the work site during other than normal working hours.

At no time shall the Contractor possess keys to the institution telephone room.

I understand and will comply with the above requirement.

Yes No

5.14 Rules for Contractor-Initiated Site Visit(s)

Contractor visits to installation sites or to appropriate persons with the State may be made after contract award for the purpose of Contractor familiarization with the

environment, applications, etc. The conditions appropriate for examination include, but are not limited to:

- Visits by the Contractor will only be made by appointment with a designated representative of the CDC/CYA after contract awards. The appropriate contact information will be made available at that time. At the time the appointment is requested, the Contractor shall provide the admittance information required at least two (2) weeks in advance for the CDC/CYA to run a background security check.
- Visits by the Contractor may be permitted to the extent that they do not unduly interfere with the conducting of State business.
- All plans for site visits are subject to change by the CDC/CYA based on the immediate circumstances at the institution to be visited.

I understand and will comply with the above requirement.

Yes No

5.15 Rules for Inspection of Maps, Drawings, and Floor Plans

The CDC/CYA will make available all maps, drawings, and floor plans for each site which are pertinent to the IWTS installation. It must be understood, however, that such plans do not always accurately reflect the actual condition or current configuration of the various newly constructed or existing facilities. For this reason, the CDC/CYA does not warrant the accuracy of any maps, floor plans, or drawings. It is the Contractor's responsibility to physically inspect all aspects of the State site that could impact their ability to properly install the proposed system. The State will not be held responsible for situations that arise as a result of the Contractor's incomplete understanding of the State's facilities.

Bidders must complete and submit with their Final Proposals Exhibit 5-D, NOTICE ON DRAWINGS, SCHEMATICS, AND/OR BLUEPRINTS. All maps, drawings, floor plans, etc. provided by the CDC/CYA are confidential and are not to be taken from the possession of the CDC/CYA. The Bidder shall protect this data from disclosure to unauthorized persons.

All such information that is provided by the CDC/CYA regarding this contract, subsequent contract, and specific site installations is confidential.

I understand and will comply with the above requirement.

Yes No

5.16 Potential Presence of Lead Paint and/or Asbestos

The State or public agency shall be responsible for the remediation of any asbestos and/or lead based paint that may be discovered. If the Contractor or Subcontractor finds any presence of asbestos and/or lead paint, they are to notify the correctional facility and the Telecommunications Branch immediately.

I understand and will comply with the above requirement.

Yes No

5.17 Facilities Resources

The Contractor must identify in their final implementation plan, any resources required from the CDC/CYA in support of the implementation, site preparation, and assistance team. This may include, but not be limited to:

- Electrical power
- Parking
- Staging
- Secured storage area
- Environmentally controlled location to house the IWTS equipment
- The need for any vehicles to enter the correctional facilities "Security Perimeter".

The State cannot guarantee that identified resources will be provided. However, the Contractor may request resources and the State will consider the request.

I understand and will comply with the above requirement.

Yes No

5.18 Documentation

- Delivery

Unless otherwise stated, the following documentation shall be delivered to the CDC/CYA on or before the date of acceptance at each installation.

Also, unless otherwise specified below, three (3) copies of all documentation shall be provided. One (1) copy will be delivered to the telecommunications

liaison on site, and two (2) copies will be delivered to the CDC/CYA's Project Manager.

All documentation shall become the property of CDC/CYA. The Contractor must include a copyright release specifically allowing the CDC/CYA to reproduce copyrighted documentation for the purpose of training employees.

- Operating Manuals

The Contractor shall provide operating manual(s) explaining in detail the features of the monitor, recorder and call management related equipment.

- Instructional Brochures

Instructional brochures shall be available to inmate/ward families explaining the branding, monitoring, and recording requirements for all inmate/ward calls (where applicable). The Contractor upon request shall deliver brochures to each institution. Each institution shall be responsible for distribution of the brochures to the inmate/ward families.

- Drawings and Diagrams

The following documentation shall be delivered to CDC/CYA either an optical disk or floppy disk to be compatible with CDC/CYA equipment and software and produced by Auto-CAD™ software (to be defined by the State). The Contractor shall validate with the State prior to the delivery as to the acceptable software version.

- Drawings and Diagrams as described below.

The Contractor shall provide three (3) copies of the drawings and/or diagrams to the CDC/CYA Site Coordinators prior to the beginning of the relevant work at each installation. These drawings and/or diagrams shall be subject to approval by the CDC/CYA prior to the commencement of work. Such approval does not relieve the Contractor from the responsibility of meeting all requirements of the RFP and resultant contract. All drawings and/or diagrams that contain special symbols either of a product- or technical-specific nature shall contain legends denoting the meaning of the symbols.

The delivered drawings and diagrams must reflect all changes made during the installation. The Contractor shall identify the changes by "clouding" the original design to show both the original design and the alterations made.

If any actual installation deviates from the model system drawings and diagrams, the Contractor shall notify the State of the deviation and provide drawings and diagrams appropriate to the installation.

I understand and will comply with the above requirement.

Yes No

5.19 Disaster Recovery Plan

The Contractor shall provide a disaster recovery plan for each site in which IWTS equipment is installed. This plan shall address emergency recovery of services in the event a natural or man-made disaster causes damage to the IWTS and a factory replacement is necessary. The disaster recovery plan shall include, but not be limited to, diagnosis of the problem, installation of a temporary IWTS, direct shipment of the replacement IWTS to the site, and installation of a replacement IWTS within twenty-four (24) hours. As part of the Disaster Recovery Plan, the back-up database(s) (produced during the scheduled monthly preventive maintenance) will be used to restore the IWTS operating system and site-specific database. The Contractor shall retain off-site a back up of the IWTS and leave another on-site.

A disaster or other unforeseen occurrence that results in outages or diminished contractor services may not result in a reduction of concession fee payments.

I understand and will comply with the above requirement.

Yes No

5.20 Inmate/Ward Equipment Testing Requirements

- Testing of Inmate/Ward Telephone Instrument

Bidders shall identify all telephone instrument equipment and provide documentation of its performance in their Final Proposal. The State will test the proposed equipment during the Bidder Demonstrations period. This IWTS telephone instrument will be destroyed in our efforts of testing. The State must have the opportunity to test whether weapons or other contraband may be obtained from the inmate/ward telephone instrument. The inmate/ward telephone will not be returned and will be provided to the State by the Bidder at no cost to the State. The purpose of the testing is to ensure that the inmate/ward telephone instrument can withstand the inmates/wards environment. Request from the Procurement Official the last date to receive inmate/ward telephones for evaluation. Inmate/ward telephones must be evaluated and found compliant or Bidder's final Proposal will be deemed non-responsive.

- Testing of Inmate/Ward Telephone Enclosures

Bidders shall make inmate/ward telephone enclosures available within the State of California for review and approval by security staff, prior to contract award.

I understand and will comply with the above requirement.

Yes No

5.21 Transition Phase-In and Phase-Out of IWTS Equipment

The Contractor will participate in two transition phases. The transition phase-in occurs as part of the implementation and transition from the incumbent Contractors to the new Contractor. The transition phase-out occurs upon the end of the Contract term or cancellation of this Contract, whichever occurs first. The Contractor agrees to fully cooperate with the State during the transition phases.

a. Transition Phase-In

The level of detail and coordination required between the CDC/CYA Site Coordinator, incumbent Contractors and new Contractor will be dependent upon whether part or all of the IWTS will be replaced. The current IWTS equipment is owned and operated by the incumbent Contractors. The State does not require that the new Contractor reuse any existing State systems or components. The State requires that the incumbent Contractors will work closely with the new Contractor in order to remove existing IWTS system components, although the new Contractor will not be responsible for removing any existing equipment, etc.

Upon Contract award, the CDC/CYA Site Coordinators will meet with the new Contractor to discuss and finalize the transition and implementation plans submitted with their response to the RFP. The State will work with the incumbent Contractors to identify action items identified in the new Contractor's transition and implementation plan. The transition phase-in plan shall be subject to continual development with the State, including review approval and acceptance by the State until successful completion of the transition and implementation of the IWTS is completed by the new Contractor.

After migrating operations to the new Contractor's service, the new Contractor will not be required to remove any remaining unused systems components from the State premises unless other arrangements for continued use of the equipment on the premises have been made by the new Contractor and agreed to by the State. In addition, assets and related operations not required on premise shall be migrated off of state-owned properties, to the extent and as expeditiously as practicable, to the incumbent Contractor's facilities.

The new Contractor has the option of using the existing inmate/ward telephones, recorders and/or monitors if **all required specifications** are met and if mutually agreed upon with the incumbent Contractors.

b. Transition Phase-Out

The Contractor is informed and understands that the State intends to engage in a competitive procurement, and enter into a new contract for IWTS services at the conclusion of this Contract (hereafter referenced as "IWTS II"). The services for IWTS II may include the design and development of a new system that is entirely separate from the IWTS. If the State will be implementing IWTS II with a new contractor (hereafter referenced as IWTS II contractor), the Contractor shall actively assist the State in transferring IWTS data and services from the Contractor to the IWTS II contractor, and from the current IWTS to the new IWTS II, if necessary.

The detail and coordination required between CDC/CYA Site Coordinator and Contractor will be dependent upon if this Contract goes full term or if the State cancels the Contract.

At the State's request, and within the timeframe indicated within the Statement of Work (SOW), the Contractor shall prepare a transition phase-out plan documenting the transfer from IWTS to IWTS II with assistance and input from the State and the IWTS II contractor, if applicable. The transition phase-out plan shall be subject to continual development with the State, including review approval and acceptance by the State until successful completion of the transition phase-out of the IWTS is completed between the Contractor and the IWTS II contractor.

Within thirty (30) days after receipt of instruction or date of discontinuance of Contractor service, whichever is later, the Contractor shall cause the Equipment to be removed from State premises and transfer data from the IWTS to the IWTS II contractor and system (if necessary) in accordance with the transition phase-out plan. The Contractor shall execute all tasks and provide all services and materials identified in the transition phase-out plan, or otherwise reasonably requested by the State, to facilitate the transition and turnover of Contractor services to the IWTS II contractor.

During the transition phase-out period the Contractor will:

Continue to provide services under the terms and conditions of the Contract for those telephones that remain in service under this Contract during the transition and changeover period;

Work with the State and the IWTS II contractor to completely transition the State's telephones to the new service provider and to coordinate the removal of the Contractor's existing telephones;

Ensure that the State's telephone users will have continuity of service and will continue to receive reliable and high quality service for those telephones of the Contractor that remain in service during the transition phase-out period; and

Maintain all IWTS network functionality, capabilities, and services at those locations where Contractor continues to provide services.

I understand and will comply with the above requirement.

Yes No

5.22 Installation Environment

The State shall provide an appropriate operating environment, including electrical power, appropriate grounding, proper air conditioning and ventilation.

Any lighting determined by the State to be needed in addition to that, which may be provided in the telephone enclosure, will be the responsibility of the agency.

The Contractor shall provide the CDC/CYA Site coordinators with a written description of the environmental specifications for the IWTS equipment. The Contractor shall provide all material and labor necessary to install, test, implement and operate their proposed IWTS solution at each participating facility.

The Contractor shall bear the full cost of installing, providing, and maintaining telephone line access services to each CDC, CYA or other correctional site statewide.

I understand and will comply with the above requirement.

Yes No

5.23 CDC/CYA Installation Requirements

The Contractor is required to install IWTS in facilities designated by the CDC/CYA being constructed, being expanded, or in existing facilities in which part or all of the IWTS is being replaced.

The following information explains how the State will work with the Contractor, how the State expects the Contractor to work with the State, and the areas where flexibility will be expected and required by the State on the part of the Contractor to accomplish the installation.

a. General IWTS Requirements

The Contractor shall provide material and labor necessary to install, test, and implement each component or part of the IWTS.

Installation costs (including Contractor staff and management support, implementation, planning, overhead, documentation, training, and warranty) shall be borne by the Contractor.

Security regulations apply to both new construction and existing institutions and camps that are occupied by inmates/wards during installation.

b. New Institutions Under Construction

The CDC/CYA will provide the Contractor with a minimum of sixty (60) days notice for installation of an IWTS in a new institution.

There are a number of unique circumstances and requirements related to the installation of an IWTS in a new institution that sets them apart from existing institutions. Primary coordination will be the responsibility of the Contractor and CDC or CYA's Site Coordinator.

The State's Construction Manager (CM) is responsible for supervising all on-site construction of a new institution to coordinate and to direct all Contractors in matters, which relate to the smooth and orderly progression of work.

Prior to coming onto and leaving from the construction site, all Contractor's/Subcontractors must check in with the CM.

Vehicles used by the Contractor's crews or Subcontractors shall be visibly marked with the name of the company if they are driven on the work site.

Appropriate clothing that includes a shirt, long pants, and safe shoes are required on the work site. A hard hat is required at all times on the construction site.

- o If any person(s) engaged in work does not follow the rules as stated here or is, in the judgment of the CM, insubordinate or disorderly, the Contractor shall immediately remove such person(s) from the work site for the duration of the work on that site and may be barred from any further work on this contract.
- o The CDC/CYA reserves the right to do other work on or near the project. The Contractor and Subcontractor(s) shall cooperate with others. The Contractor shall schedule, conduct, adjust, correct, and coordinate work so as to facilitate work by others and prevent delay or hindrance

C. Existing Institutions

There are a number of unique circumstances and requirements related to the installation of an IWTS in existing institutions that set them apart from new institutions.

An existing institution is not dependent on building contractors to complete construction before an IWTS can be installed. In contrast to installation in new institutions where staff and inmate/ward do not usually occupy buildings, existing institutions will always be occupied. However, there are the pressures created by the delays and regulations inherent in a security environment when installing in an institution that is occupied. Occupied institutions will require more time to install due to the security environment in which the Contractor must operate. These pressures are increased by the fact that none of the inmate/ward telephones can be taken out of service for more than a few hours at a time.

Coordination and development of an installation plan will be organized between the Contractor, the CDC's/CYA's Project Manager, the institution's Telecommunications Liaison, and other institutional personnel.

Adequate notice (to be defined by the institution, typically two (2) weeks) must be given before the Contractor comes on site to allow for security clearance and arrangements for escorts. An escort will usually be required.

I understand and will comply with the above requirement.

Yes No

5.24 Transportation, Installation, Relocation of Equipment

a. Transportation

Shipments to and from the installation site shall be the responsibility of the Contractor.

The Contractor shall bear the cost of transportation for the delivery of the equipment.

b. Installation (Adds)

The installation of Contractor Services shall be the responsibility of the Contractor.

IWTS equipment for one (1) to ten (10) telephones must be installed within thirty (30) calendar days from receipt of a service request notice from the CDC/CYA Site Coordinator. In the event the service request notice requires installation of

more than 10 inmate/ward telephones, then IWTS equipment must be installed within forty five (45) calendar days from receipt of a service request notice from the CDC/CYA Site Coordinator.

The Contractor shall bear all costs associated with installing, providing, and maintaining telephone line access services to each facility.

The State will require inmate/ward telephones to be installed flush to the wall with no user access to the rear of the inmate/ward telephone.

C. Relocation (Moves/Changes)

Except in an emergency, equipment provided under this Contract shall not be moved from the location in which installed, unless the Contractor has been notified by the State or its representative that the move is to be made.

The CDC/CYA Site Coordinator will provide the Contractor with a written notice to relocate equipment from one location to another within the facility. The Contractor will have thirty (30) calendar days to coordinate the relocation.

The Contractor is responsible for all costs associated with the transportation, installation and disconnection of relocated services.

I understand and will comply with the above requirement.

Yes No

5.25 Installation Default

If the Contractor delays an installation more than thirty (30) calendar days from the State-specified required in-service date (as specified in Section 5.24), by written notice to the Contractor, the State may terminate the right of the Contractor to install. The State may then obtain substitute equipment in accordance with the Rights and Remedies of the State for Default provision in this contract. In this event, the Contractor will continue to be liable for liquidated damages, in the amounts specified in Appendix A - Concession Contract until the substitute equipment is installed and ready for use, or up to one hundred eighty (180) days from the State-specified required in-service date, whichever occurs first.

I understand and will comply with the above requirement.

Yes No

5.26 Program Operation and Administration

Administration of the Master Contract resulting from this RFP DGS-3037, if awarded, will be the responsibility of the DGS, Telecommunications Division including contract management and oversight and all matters affecting the administration of the contract. DGS, Procurement Division will be responsible for contract modifications to the extent that mutually agreed upon changes to the Master Contract become necessary. The CDC and CYA will have responsibility to coordinate with the successful Bidder for the transition, implementation and ongoing operation of the IWTS. The Contractor must agree to work cooperatively, in an effective and timely manner to address the administrative and operational needs and issues raised by the State.

I understand and will comply with the above requirement.

Yes No

5.27 Concession Fee Payments

The IWTS Contractor shall make concession fee payments to the State, DGS or to the designated authority of each public, non-state agency that elects to participate in the Master Contract. **Local agency rates, concession and service level participation will be individually negotiated between the Contractor and local agency.** DGS will be responsible for providing the names of authorized personnel and account numbers in each agency for the purpose of receiving concession fee funds. For state agencies, please reference Government Code Section 16301. Twenty-Six Million Dollars (\$26,000,000) of unappropriated yearly revenue shall be remitted to the State General Fund unless otherwise accounted for by the Agency and the Department of Finance. Twelve equal monthly payments of approximately \$2,166,666.66 will be required. Please reference the allowable changes to this requirement noted in SECTION 7, 7.3 Pricing Elements and 7.4 Concession Fee Reduction Calculation.

Beginning at Effective-Date through final equipment transition to the contractor, monthly revenue concession payments to the State will be described below. The intent of this process is to maintain an equitable concession transition and a consistent revenue stream to the State.

No monthly revenue requirements will change from the incumbent contractor until a twenty (20) % or greater overall total calling traffic reduction from the previous months data is provided to the State for review and approval. This calling traffic review will take place fifteen (15) days after close of the previous month. This first month review and verification will take place within five (5) days from the State receiving the previous month's call traffic comparisons. The State will authorize the incumbent to reduce the required monthly payment by a percentage equal to the percentage drop in calling traffic. This process will continue monthly until final equipment transition is complete. The new contractor will not be required to pay the State monthly concession payments until call traffic begins on the new Contractor equipment and a monthly concession percentage reduction by the incumbent has been approved. At this point the new contractor will match the monthly percentage revenue reduction from the incumbent by an equal payment amount to the State and will continue this process monthly until final

equipment transition is complete. Conversely at the end of this Contract, this process will apply again during transitioning out to an IWTS II new contractor.

An additional \$800,000 annual fee payable on July 1st of every State Fiscal Year to cover the DGS Telecommunications Division program management responsibilities and services is required. DGS will provide the name and account information for the purpose of receiving these funds.

The Contractor on the basis of the process identified in Appendix A Concession Contract shall make payment of concession fees due to the State. Payments and/or reports that are late by more than thirty (30) days without prior approval of the DGS Telecommunications Division representative will be subject to a financial penalty of one and one half percent (1.5%) per month of the concession fees payment balance due. Successive late payments or late submission of reports will be subject to liquidated damages as described in the contract in Appendix A Concession Contract.

I understand and will comply with the above requirement.

Yes No

5.28 Management Information and Reports

The State of California requires that the Contractor provide monthly reports including, but not limited to, usage, revenues and concession fee payments. Minimum requirements are contained in SECTION 6– IWTS Requirements, Attachment 6-A, Business Functional Requirements.

The Contractor shall supply complete instructions for establishing, maintaining, operating, and producing all required management reports. Other management information may be desirable and will be decided between the State and the successful Bidder(s).

The Contractor shall provide the CDC/CYA with a semi-annual equipment inventory report that includes, by site, totals of inmate/ward phones, monitoring equipment, workstations, enclosures, etc.

I understand and will comply with the above requirement.

Yes No

5.29 Right to Audit

The Contractor agrees that the State or IWTS representative will have the right to review, obtain, and copy all records pertaining to performance of the contract. The Contractor agrees to provide the State or IWTS representative with any relevant information requested and shall permit the State or IWTS representative access to Contractor's premises, upon reasonable notice, during normal business hours for the

purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. The Contractor agrees to make direct payment to the State's contracted auditor, state and public participating agencies under this contract, when so directed by the State's representative, of any monies due as a result of audit exceptions. The Contractor further agrees to maintain such records for a period of three (3) years after contract expiration.

I understand and will comply with the above requirement.

Yes No

5.30 Moves, Changes, Additions, and Deletions

The Contractor shall not move, change, add, or delete any part of the IWTS without the consent and approval from the CDC Telecommunications Branch or CYA Information Technology Office.

I understand and will comply with the above requirement.

Yes No

5.31 Special Conditions - Public Works

Prior to the commencement of performance the Contractor must obtain and provide to the State, a Payment Bond, on Standard Form 807, approved by the State of California, when the contract involves public works expenditure (labor/installation costs) in excess of \$5,000. Such Bond shall be in a sum not less than one-half the contract price. (If contract price exceeds \$5,000,000, see Civil Code Section 3248.) Forms will be provided to the Contractor.

a. California Labor Code - Section 1773

In accordance with the provisions of Section 1773 of the Labor Code, the Bidder shall conform and stipulate to the general prevailing rate of wages, including employer benefits as defined in Labor Code Section 1773.1, applicable to the classes of labor to be used for public works such as the delivery site for the assembly and installation of the equipment or materials required under the contract.

b. California Labor Code - Section 3700

Each participating Bidder, by signing IWTS Final Proposal, certifies that it is aware of the provisions of Labor Code Section 3700, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and

will comply with such provisions before commencing with performance of work of this contract.

c. California Labor Code – Section 1770

Pursuant to Labor Code Section 1770, the Department of Industrial Relations has ascertained the general prevailing rate of wages in the county in which work is to be done, to be as listed in the Department of Transportation booklet entitled General Prevailing Wage Rates. The booklet is compiled monthly and copies of the same are on file at the DGS, Procurement Division, at 707 3rd Street, West Sacramento. The booklet is required to be posted at the job site. The Procurement Division will furnish one copy of the booklet to each IWTS Contractor for such posting.

d. Laws to be Observed

Labor

Pursuant to California Labor Code Section 1775 it is mutually agreed that the Contractor(s) shall forfeit to the State a penalty of twenty-five dollars (\$25) for each calendar day, or portions thereof, for each worker paid by Contractor or subcontractor, less than the prevailing wage so stipulated. In addition, the Contractor further agrees to pay to each worker the difference between the actual amount paid for each calendar day, or portions thereof, and the stipulated prevailing wage rate for the same. This provision shall not apply to properly indentured apprentices.

It is further agreed that the maximum hours a worker is to be employed is limited to eight (8) hours a day and forty (40) hours a week and the Contractor(s) shall forfeit, as a penalty to the State, twenty-five dollars (\$25) for each worker employed in the execution of the contract for each calendar day during which a worker is required or permitted to labor more than eight (8) hours in any calendar day or more than forty (40) hours in any calendar week, in violation of California Labor Code Section 1810-1815, inclusive.

Workers' Compensation Insurance

The Contractor(s) shall be required to secure the payment of compensation to IWTS employees in accordance with the provisions of California Labor Code Section 3700.

Travel and Subsistence Payments

Any travel and subsistence payments shall be paid by the Contractor to each worker needed to execute the work, as such travel and subsistence

payments are defined in the applicable collective bargaining agreements filed in accordance with California Labor Code Section 1773.3.

Apprentices

Special attention is directed to California Labor Code Sections 1777.5, 1777.6, and 1777.7 and Title 8, California Administrative Code, Section 200 et seq. The Contractor and/or subcontractor must, prior to commencement of the public works contract, contact the Division of Apprenticeship Standards, 525 Golden Gate Avenue, San Francisco or one (1) of IWTS branch offices to insure compliance and complete understanding of the law regarding apprentices and specifically and required ration hereunder. Responsibility for compliance with this section lies with the Contractor under IWTS individual contract(s) with the State.

Payroll

Special attention is directed to California Labor Code Section 1776. The IWTS Contractor and/or subcontractor(s) must comply with and will be subject to the provisions of Section 1776. Responsibility for compliance with this section lies with the Contractor(s) under their individual contracts with the State.

I understand and will comply with the above requirement.

Yes No

5.32 Goals and Preferences

A Small Business and other preferences will be applied to the final evaluation scores of eligible Final Proposals. Bidders that meet the qualifications for these preference(s) must document their eligibility in accordance with the requirements as follows:

a. Small Business Preference

Section 14835 et seq. Of the California Government Code requires a 5% preference be given to Bidders who qualify as a small business. The rules and regulations of this law, including the definition of a small business for the delivery of goods and services are contained in Title 2, California Code of Regulations, Section 1896 et seq. A copy of the regulations is available upon request from the Office of Small Business and Disabled Veteran Business Enterprise Certification. Small businesses are desired and encouraged to participate in this RFP.

To claim the small business preference, which may not exceed \$50,000 for any bid, the firm must have its principal place of business located in

California, have a complete application (including proof of annual receipts) on file with the Office of Small Business and Disabled Veteran Business Certification by 5:00 p.m. on the date the bid response is due, and be verified by that office. Questions regarding the preference approval process should be directed to the Office of Small Business and Disabled Veteran Business Enterprise Certification at (916) 375-4940.

ALL BIDDERS, PLEASE CHECK THE APPROPRIATE LINE:

	I am a certified small business and the Small Business Preference is applicable to this bid. A copy of my certified form from the Office of Small Business and Disabled Veteran Business Enterprise Certification is attached.
	I recently filed for small business preference but have not yet received certification.
	<i>I am not a certified small business and am not claiming the preference.</i>

Submit the Small Business Certification Letter with your proposal if applicable.

The Bidder is submitting documentation requesting this preference.

Yes No

b. Disabled Veteran Business Enterprise (DVBE) Participation Goal

State law requires that State contracts have participation goals of three percent (3%) for disabled veteran business enterprises. For this procurement, the goal shall be three percent (3%) of the total solicitation amount, after deducting the State’s concession fee. Failure to comply with the DVBE requirement may cause your solicitation response to be considered non-responsive and ineligible for award of the proposed contract. Please review DGS web-site <http://www.pd.dgs.ca.gov/dvbe/solicpk.htm> for more detail regarding this preference.

The Bidder is submitting documentation requesting this preference.

Yes No

c. Enterprise Zone Act (EZA) Preference

Government Code Section 7070 et seq., provides that California-based companies may be granted preferences when bidding on State contracts in excess of \$100,000 for goods and services (excluding construction contracts) if the business site is located within designated “Enterprise Zones”. Please

review DGS web-site <http://www.pd.dgs.ca.gov/edip/ezalang.htm> for more detail regarding this preference.

The Bidder is submitting documentation requesting this preference.

Yes No

d. Local Agency Military Base Recovery Act (LAMBRA) Preference

Government Code Section 7118 et seq., and California Code of Regulations, Title 2, Section 1896, et seq., provides that California-based companies may be granted preference when bidding on State contracts in excess of \$100,000 if they qualify for and apply for the LAMBRA preference.

Bidders wishing to apply for this preference must complete a STD. 832 (<http://www.documents.dgs.ca.gov/osp/pdf/std832.pdf>) and return it with their final proposal. Please review DGS web-site <http://www.pd.dgs.ca.gov/edip/lambralang.htm> for more detail regarding this preference.

The Bidder is submitting documentation requesting this preference.

Yes No

e. Target Area Contract Act (TACA) Preference

Target area contract preference will be granted to California-based contractors in accordance with Government Code Section 4530 whenever contracts for goods or services are valued in excess of \$100,000 and the contractor meets certain requirements as defined in the California Administrative Code (Title 2, Section 1806.30 et seq.) regarding labor needed to provide the goods being procured.

Bidders questions regarding this preference are to be directed to the Office of Small Business and Disabled Veteran Business Enterprise Certification, General Services, 707 3rd Street, 1st Floor, Sacramento, California, 95607. Please review DGS web-site <http://www.pd.dgs.ca.gov/edip/tacpa.htm> for more detail regarding this preference.

The Bidder is submitting documentation requesting this preference.

Yes No

Part 2

Proposal Quality Factors

Note: The Bidder's responses to Part 2, after acceptance by the State, shall be considered the Statement of Work and shall become part of this contract. Refer to 5.2 Statement of Work Process for further information.

5.33 Bidder's Customer References

The Bidder must provide references that confirm successful experience with substantially comparable responsibilities as those specified in this RFP including project management, installation, telephone system maintenance, network operations and collection and payment accountability. At a minimum, a Bidder must provide references that confirm use of proposed equipment and services. The customer references listed must meet the following criteria:

- Paying customers must be external to the Bidder's organization.
- Confirmation that the Bidder has a minimum of three years successful experience as a Prime Contractor providing a collect call telephone service.
- Confirmation that Bidder has Prime Contractor responsibilities including, at a minimum, project management, equipment installation, telephone system maintenance, network operations and collection and payment accountability.
- Include name and address of the reference company, a description of the scope of IWTS services provided, the number of telephone and monitoring devices, installation date(s), and name and telephone number of contact person.
- The Bidder must provide, on Exhibit 5-E, CUSTOMER REFERENCE FORM, a minimum of three (3) customer references that have used the types of telephones, network systems, enclosures and related services being proposed. Bidder should make copies of the reference form in order to have a separate form for each of their three (3) references.

5.34 Key Project Team Qualifications

The Contractor's Project Manager, Functional Lead, and Technical Lead assigned to this project shall have a minimum of five (5) years of experience in the installation, operation, maintenance, and on-going support of telephone systems comparable to IWTS. He/She shall have successfully managed the prior installation of a system of similar size and configuration and must be able to demonstrate in-depth knowledge of the system as proposed.

The Bidder shall provide:

Job descriptions including titles of their project team, organizational levels, and responsibilities. Job descriptions shall describe the experience level of personnel to be provided.

An organization chart shall be provided to graphically show the relationships of the team members to each other.

Resumes must be provided for each of the Contractor's following key personnel:

- o Project Sponsor: Responsible for contractual items and overall conduct of the project. The Project Sponsor will be expected to attend all meetings requested by the IWTS Project Management or Oversight Contractor.
- o Project Manager: Responsible for the day-to-day management of the IWTS project. The Project Manager will be expected to build and maintain successful relationships with suppliers and State staff.
- o Functional Lead: Responsible for meeting the business requirements and interacting with DGS, CDC and CYA operations staff.
- o Technical Lead: Responsible for the technical architecture, technical standards and performance of the IWTS system.
- o Two representative Project Staff resumes.

Relevant Resume Information:

- o Proposed Project Role
- o Name
- o Experience (Provide brief descriptions of projects the person has worked on, role on project, technology used). Use bold font if experience is on a submitted client reference. List what other projects that the proposed project managers served in the capacity of project manager.
- o Right to work in United States through anticipated end of project.
- o Professional certifications.
- o Client References (minimum of 3 per person).
- o Client Name and Engagement
- o Clients Position or Role on the Engagement

- o Client Telephone Number
- o
- o Indicate the period of time over which your organization will commit to keep your key personnel in place in their position(s), rather than reassigning them to other client's projects.

5.35 Terms of Relationship and Disentanglement

The State expects to establish a long-term relationship with the Bidder in order to permit costs and fees to be distributed properly over a sufficient time period. The term of that relationship, however, shall necessarily be subject to budget appropriations and technology refresh cycles and must be flexible such that it can be extended or terminated, wholly or in part, at the State's option. SECTION 1, 1.4 – Term of the Master Contract of this RFP addresses the term of this contract.

The State requires full, complete, and timely cooperation in disentangling the relationship in the event that the Contract expires or terminates. In the event of expiration or termination, the State expects that the Contractor shall, among other things: permit the State or the new service provider to offer employment to a limited number of key Contractor's employees involved in providing in-scope services directly and solely to the State; waive any contractual agreements made with such employees, to the extent practicable and not prohibited by law; not interfere with the State's or the Contractor's hiring of these employees; return all state data and documentation to the State; and *negotiate in good faith* to allow the State or the new Contractor to purchase systems, infrastructure, or *non-proprietary* processes that have been employed in directly and solely servicing the State, in accordance with methods and procedures to be agreed upon and established in the Contract.

Describe your organization's approach to ensuring an orderly transition phase-out of licenses and leases upon disentanglement. Is your organization able to obtain advance consents from its licensors and lessors to the transfer of licenses and leases to the State or the State's new service provider upon disentanglement of the State's relationship with your organization? Explain.

In the event of the expiration or termination of the relationship between the State and your organization, please describe how your organization will:

- o Cooperate with the State and the new service provider and otherwise take all reasonable steps to assist the State in effecting a smooth disentanglement upon the expiration or termination of the Contract.
- o Not interrupt the provision of services to the State or any obligations related to disentanglement, disable any hardware used to provide services, or perform any other action that prevents, slows down, or reduces in any way the provision of services or the State's ability to conduct its activities. Describe your organization's general approach to the disentanglement process.

- o Provide the State or another service provider with access to any specialized systems, technology, or processes that have been employed in servicing the State.
- o Permit the State or the new service provider to offer employment to your key employees that have been involved in providing in-scope services directly and solely to the State.
- o Waive any contractual agreements made with these employees, if not prohibited by law.

5.36 Transition Management

The Bidder is to implement an expeditious and seamless transition phase-in of services, without interruption, from the State's current services to those within the scope of this RFP. On the Effective Date of the Contract (E-Day), or shortly thereafter as agreed upon with CDC, CYA and DGS, the Contractor will begin its transition activities.

The Bidder's transition plan shall include, among other things: the manner in which the Bidder will assume responsibility after the E-Day for: the provision of services; management of assets and resources; communication with the State's departments; the State's current third-party contractors, including assignment and assumption of existing contracts and licenses, subcontracting or cancellation of contracts, to the extent practicable; and, Subcontractor relationships and arrangements. The details and timing of the transition plan shall be included in the definitive Contract, based upon discussions with the Contractor.

- Provide your organization's overall transition strategy. The transition strategy must include the major tasks, timeframes, milestones, general roles and responsibilities for the State and Bidder personnel, and any major task contingencies. For all tasks where the State responsibilities are identified (including support), provide a description of the task and the estimated level of effort, based on your organization's experience in performing similar transitions.
- Describe how your organization proposes to manage the transition of in-scope services from the State's current service providers to your organization. In particular, describe how your organization intends to transform the physical plant.
- Describe how your organization proposes to meet or exceed current service levels during the transition period.
- Describe your organization's experience in managing complicated transitions involving dispersed, decentralized telecommunications and IWTS environments.

- Describe the anticipated impact that the transition will have on “normal” State operations. Identify the anticipated disruption that transition tasks will have on the State’s normal work environment and how your organization will minimize and manage any disruption.
- The State recognizes that during the transition period, there will be considerable activity, including new employees being brought in by your organization. The State feels particularly vulnerable to breaches in security and the omission of normal tasks that could have serious impact on the State’s operations. Describe the approach your organization will implement during the transition period to ensure the integrity and security of the State’s operations.

5.37 Infrastructure Transformation

The State anticipates that, in order for the Bidder to meet the requirements described in this RFP, the Bidder may make changes and upgrades to the current IWTS service environment. It is the State’s expectation that all IWTS components currently installed, with the exception of in-building wiring plant, may be replaced through this procurement process. Given that such changes may be both complex and extensive, this section specifies the timeframes in which the State requests the Bidder to complete the proposed upgrades to the State IWTS infrastructure such that the Bidder can fully comply with the State’s functional requirements.

- The Bidder is required to describe separately, and in detail, the timeframes and implementation processes associated with both initial and subsequent planned infrastructure upgrades. The Bidder should be aware that the details of the plan will be discussed and agreed upon with CDC/CYA on a facility-by-facility basis.
- The transition phase-in period is up to six months from the “Effective date of the contract” and the implementation period is up to an additional year past the transition period. It is important that the Bidder understands that the final timing of the transformation will be agreed to by CDC and CYA on a facility-by-facility basis.
- Provide an implementation approach that outlines how your organization will meet this requirement or how your organization hopes to shorten the transformation phase timeline. Such approach should describe the major tasks to be accomplished along with their respective timeframes, milestones and deliverables.

5.38 Technology Refresh

The State seeks a Bidder that will keep the State’s IWTS infrastructure, systems, and applications current with industry advances. Your Proposal is to include an approach for keeping the State IWTS infrastructure current with leading technology. In particular, the State requires that all hardware will be kept at levels supportable by

manufacturers and that equipment will be replaced or upgraded as required to meet agreed upon service support requirements at no additional cost to the State.

The State does not require specific hardware refresh cycles relating to IWTS devices beyond the initial infrastructure transformation discussed above, but does require the Bidder to meet on-going functional and performance requirements that could lead to the refresh of the involved equipment. Additionally, as hardware and software upgrades, patches and maintenance packs, are available from their respective Sub-Contractors, the Contractor is to notify the State and coordinate implementation of the upgrades and maintenance. The Bidder is responsible for maintaining hardware and software at the manufacturers' current levels and releases as authorized by the State. Installed platform and product version levels are not to be more than one version behind the current commercial release, unless coordinated with the State

- Describe your methodology for ensuring the most cost-effective approach to refreshing the State IWTS equipment and systems. For each service level, describe your organization's assumptions regarding refresh of equipment. Describe the methodology that your organization will implement to assure the State that IWTS infrastructure, systems, and service will be kept current with industry advances.
- Describe your organization's experiences in adapting to changing technologies and how your organization handles obsolete technologies. What is your organization's long-term vision and strategy for the use and implementation of IWTS services, and how will the Bidder share savings resulting from technological improvements with the State?
- Describe how your organization will ensure that the State will receive the full benefits of upgrades and advances in technology, and their associated increases in productivity. Explain your approach.

5.39 Change Management

The State's telecommunications and IWTS systems, operations, and infrastructure must constantly evolve and adapt to the State's changing environment in order to continually improve the delivery of services. The State seeks a Bidder that will implement procedures to accommodate such changes including changes in services, scope of services, service levels, service volumes, and application and system requirements.

The State also requires the Contractor to provide on-going training, at no cost to the State, for staff users as changes to the environment and systems affect their daily operations. The Contractor is to establish Change Management processes jointly with the State that are compatible with the State's change management processes. The Contractor shall also maintain and administer electronic Change Management processes for all service levels, communicate, assess, monitor, and control all

changes to system resources and processes. The Contractor shall manage changes so that a stable IWTS and telecommunications environment is maintained during all change activities.

- Describe the approach that your organization proposes to implement in order to manage the State's evolving and changing requirements during the course of your organization's relationship with the State.
- Describe your approach to on-going training of the State's employees as the environment and systems evolve and change.
- Describe how your organization's change control methodologies will ensure that: (i) all changes to the IWTS environment are managed; (ii) changes will be implemented with minimal impact on the State; and, (iii) the State will be given timely notification of pending changes. Describe how the Bidder expects the State to be involved in the change control process.
- Describe the review and reporting process your organization proposes to track the effect of implemented changes.

5.40 Security and Confidentiality

By their very nature, telecommunications systems in the corrections environment demand the utmost attention to all matters related to physical and electronic security. In addition to the State's databases and Contractor IWTS databases, which contain private and confidential information, control of the IWTS itself may, at any time, be subject to attack by hackers.

The State seeks a Contractor that will implement a methodology for maintaining the security and confidentiality of all information in accordance with applicable Federal and State laws and regulations. The Contractor shall have no rights to use or access any state data or information, except as required to provide the in-scope services. The Contractor must comply with the State's policies, regulations and standards applicable to the State for information, information systems, personal, physical, and technical security.

- What methodology does your organization propose to protect the security and confidentiality of data and information proprietary to the State or subject to special statutory protection?
- Describe your organization's experience in protecting highly sensitive and confidential information in providing IWTS or telecommunications services to either the public or private sector, including relevant testing/screening of your organization's employees.

- Describe how your organization will protect against unauthorized and fraudulent use of the State's systems and networks. Describe your strategy, including methodologies and any network management, and maintenance applications and tools that your organization will implement.
- Describe the extent to which your organization will assume financial liability to remedy the impact on the State due to breaches in protective security measures implemented and managed by your organization.
- Is your organization willing to be fully and solely responsible for security, with respect to all services it provides and all systems it maintains, and to protect against unauthorized and fraudulent use of the State's IWTS? Explain what steps your organization will take to detect and prevent fraud, unauthorized entry, and abuse.
- The State may require criminal background investigations of any of your organization's employees that have access to IWTS management data (Call Detail Record, etc.). Employees who do not pass the required background screening criteria cannot be assigned to any work area with access to state data or systems. Describe your organization's current security screening practices for new hires, and any on-going security screenings that may take place (e.g., random drug testing). Include a description of any security clearances or certifications that your organization requires of its employees.

5.41 Assets and Facilities

With the exception of a limited number of TDD user devices, the IWTS system currently used by the State is almost exclusively Contractor-owned. The State expects the replacement IWTS system will also be Contractor-owned. However, in order to ensure that the State is guaranteed a "soft-landing" at contract termination or expiration, the State desires the right to assume ownership or purchase IWTS assets from the Contractor at either their fair market value or their depreciated value.

- Describe the method by which the Bidder proposes to establish the equipment's value for purchase.
- Describe any issues that your organization anticipates in the sale or transfer of IWTS assets. *IWTS assets include all equipment used at all CDC/CYA locations in the operations and maintenance of the IWTS.* Explain your proposed approach for resolving such issues.
- Describe your organization's approach for keeping accurate and current records of all physical and logical assets, asset locations, and other information related to the services that your organization would provide (including fixed and mobile devices, wiring cabinets, etc.).

5.42 Quality Assurance

The Bidder is to establish, maintain, and administer a quality assurance service for the State IWTS system. The Bidder's primary role will be to ensure effective control over hardware and software that is acquired, developed, maintained, or supported and to verify the accuracy and fairness of charged services to both the State and the State's end-user populations.

The Bidder will ensure that: its employees and agents have procedures and work instructions that meet designated quality requirements; these procedures are adequate to meet the State's needs and the requirements of contracts, regulations, etc.; hardware and software acquisition, development, and support are performed in compliance with these procedures; the State personnel are informed of compliance with these procedures; and, process improvements are initiated when procedures and work instructions are found to be inadequate.

Furthermore, should the State decide to retain a third-party to provide Independent Verification and Validation (IV&V) services, the Bidder shall work closely and openly with the State's designated IV&V entity and provide the same level of access and support as is required by the State.

Describe your organization's proposed quality assurance methodology and procedures (Capabilities Maturity Model (CMM) Certification, ISO Certification, etc.).

Describe the State's role in your quality assurance processes.

Describe your experience working with third-party Quality Assurance entities. Cite any experience to organizations similar to the State where the Bidder has worked with a third-party agency.

Describe your organization's approach to internal training and how your employees are kept current with the latest developments in IWTS.

5.43 Disaster Recovery

The Bidder will be required to develop, document, update and maintain an enterprise-wide Disaster Recovery Plan. The plan should provide for recovering the State's IWTS data and telecommunications systems within established recovery requirement timeframes after a disaster affecting the IWTS environment and include coordinating Disaster Recovery exercises to assure readiness, and performing the recovery, including coordinating with other public agencies and private organizations.

- For each service level, describe your approach to providing continuous operations of the State IWTS system. Describe how your organization will ensure the availability of the State data during Disaster Recovery.

- Describe how the Bidder expects the State to be involved in developing its Disaster Recovery Plan. Describe how the Bidder will involve the State in any actual recovery process.
- Describe the scope of recovery testing the State may anticipate. Describe how the Bidder expects the State to participate in recovery testing.

5.44 Reporting and Communication

The Bidder is to assemble and create regular reports on the performance of in-scope functions, in order to assist in the effective management of the Contract, and enable continuous improvement of the in-scope services that the State receives. Reports, including traffic and usage, revenue, and account activity reports, must be compiled and distributed to the State's management in an agreed upon electronic format.

Reports must be compiled and published on all functions, including performance, service support requirements, incident/root cause analysis findings, cost management, and subcontractor relationships on an enterprise-wide and institution-level basis. These reports must include the measurement of the Contractor's actual performance against the required service levels.

The State requires the Bidder to accommodate the State's management decisions on reporting formats, content, and frequency. The Contractor is to implement a management structure to facilitate communications between the Bidder and the State and, to address and resolve concerns escalated either by the Bidder or the State. Routine meetings and reporting processes must be defined to ensure a smooth interface and timely resolution of issues.

The State's managerial and technical professionals will administer the State's relationship with the Bidder and exercise the State's retained authorities. The State will define interfaces as appropriate, such that single points of contact are defined for each service obtained from the Bidder. The State requires a single interface to coordinate the delivery of all services from the Contractor. The State will not resolve issues or disputes between contractor's personnel and any subcontractors retained by the Contractor.

For operational services such as problem resolution, help desk inquiries and the like, there must be routine and continuous interaction between the Contractor's employees and the State. This operational interface will determine the satisfaction of the State's users with the services delivered by the Contractor. The Contractor is expected to continuously measure and improve its service delivery and the State's satisfaction with those services.

- Describe the IWTS management reports the Bidder plans to provide the State, including the frequency with which they will be provided.

- Describe the project management methodologies your organization employs in the day-to-day management of telecommunications projects.

5.45 Benchmarking

The State requires, upon occasion, and at the State's convenience and expense, to commission independent, third-party benchmarking studies for any or all of the following purposes: to measure overall quality of service; to measure quality of specific service areas; to measure overall customer satisfaction; to compare the attributes of specific service offerings; to evaluate the feasibility or cost effectiveness of extensions of service; to verify that the Bidder's prices reflect current industry-wide pricing trends; or, to verify that the Bidder's prices pass-on savings at a rate equivalent to those of other comparable IWTS providers. The Bidder is required to participate and fully cooperate in such benchmarking studies as are requested by the State.

- Describe your approach for ensuring that all such benchmarking studies, as required by the State, will receive prompt and accurate response from your organization.
- How will your organization ensure that reductions on the cost of providing services to the State (through cost reductions, savings, or revenue generation) are shared with the State and State user communities?

5.46 Integration and Testing

Integration and testing services are the activities that ensure that all infrastructure components that are configured with or added to the IWTS environment work properly as a cohesive system. In addition, the provider must ensure that the system performs all of the intended functions. Integration and testing services include:

- Performing integration and in-house development tests
- Staging systems before implementation
- Performing modifications and performance enhancement adjustments to system software and utilities as a result of changes to architectural standards
- Conducting configuration management and change control
- What role will the State play in integration and testing for Service Level 1 and Service Level 2 and for premise-based and off-premise based solutions? What are your expectations for the State in terms of required resources and expected work effort?

- Describe your proposed approach for integration and testing for Service Level 1 and Service Level 2 and for premise-based and off-premise based solutions. Include examples of test protocols and acceptance criteria checklists.

5.47 Migrations and Upgrades

Migrations and upgrades are the activities associated with the installation of upgraded hardware and system software components, including commercially developed applications, software suites and utilities.

Such activities include:

- Performing IWTS upgrades as a result of new and enhanced applications and architectures
- Installing new or enhanced functions or features
- Installing new or enhanced hardware, software, peripherals and configurations
- Performing data migration, by either electronic or manual methods
- Installing wiring and cabling for upgraded device interconnect (not including in-the-wall wiring)
- Conducting pre-installation site audits for customizing, moving, installing or removing devices

What role will the State play in migrations and upgrades, including how/when will the State be notified of migrations and upgrades? What are your expectations for the State in terms of required resources and expected work effort? Please address for both Service Level 1 and Service Level 2 and for premise-based and off-premise based solutions.

The State may, during the life of the contract, be interested in migrating Service Level 1 facilities to Service Level 2. How will your proposed solution facilitate the addition of these capabilities? Explain the expected process to add the required services, describe the State's role and provide a general time period for performing the upgrade. Please address for both premise-based and off-premise based solutions.

The State may, during the life of the contract, add PIN services to institutions initially provisioned with Service Level 2 services. How will your proposed solution facilitate the addition of these capabilities? Explain the expected process to add the required services, describe the State's role and provide a general time period for performing the upgrade.

The State may, during the life of the contract, add biometric services to institutions initially provisioned with Service Level 2 services. How will your proposed solution facilitate the addition of these capabilities? Explain the expected process to add the required services, describe the State's role and provide a general time period for performing the upgrade.

5.48 Operations and Administration

Operations and administration services are the activities associated with the provisioning and day-to-day management of the installed telecommunications environment.

Such activities include:

Operations and operations management for centralized and remote switches, networking devices, servers, etc. including:

- o Providing controls, access, and management services for local and centralized resources;
- o Providing support for the development and control of local and centralized databases used for IWTS operations;
- o
- o Providing resource and information assurance/security services and support (e.g., intrusion prevention and detection anti-virus protection, etc.) in accordance with State's security policies.
- o Managing network access;
- o Performing and supporting hardware and software moves, adds, changes, installations, re-installations, updates and downloads.

Training services are included in your proposal for both State corrections and investigative staff.

- o Describe what training services are included in your proposal for inmate/ward populations. Multilingual written instructions, training videos and customer assuming responsibility and taking action for any data or application migration that is necessary due to any hardware or software moves, adds, changes, installations and re-installations.
- o Providing resource and information assurance/security services and support (e.g., intrusion prevention and detection anti-virus protection, etc.) in accordance with State's security policies.

Administration activities include:

- o Managing user accounts

- o Providing usage accountability, to users of resources and services, as defined by the State.
- o Providing hardware and software asset management, including inventory management, support for centralized warranty and license management (including a software registration process), configuration control, hardware/software redeployment, decommissioning, etc.
- o Monitoring and documenting physical and logical moves, adds, changes, installations and re-installations, regardless of the number of users, instances and/or systems.

Describe your organization's approach to operations and administration, including ensuring inventory accuracy. Please address for both Service Level 1 and Service Level 2 and for premise-based and off-premise based solutions.

Describe your approach to providing access security and usage audit ability. Please address for both Service Level 1 and Service Level 2 and for premise-based and off-premise based solutions.

5.49 Maintenance and Repair

Maintenance services are the activities associated with the maintenance and repair of hardware and software, to include "break-and-fix" services. Installed platform and product version levels are not to be more than one version behind the current commercial release, unless coordinated with the State. This includes any open source, commercial product patch, "bug fix," service pack installation or upgrades to the current installed version.

The Contractor shall:

- o Dispatch repair technicians to the point-of-service location
- o Perform diagnostics on hardware and software, peripherals, and services
- o Install manufacturer field change orders, service packs, firmware and software maintenance releases, BIOS upgrades, etc. and document these changes
- o Perform software distribution and version control, both electronic and manual
- o Replace defective parts and systems, including for preventative maintenance as prudent
- o Provide maintenance and parts management and monitoring during warranty and off-warranty periods

Describe your approach to providing on-site maintenance and support capabilities at facilities statewide including at remote work camps. Please address for both Service Level 1 and Service Level 2 and for premise-based and off-premise based solutions.

Describe your approach to preventative maintenance. Please address for both Service Level 1 and Service Level 2 and for premise-based and off-premise based solutions.

5.50 Technical and User Support

Technical support services are the activities associated with the tuning of system software and utilities for optimal performance. Help Desk and technical support services shall be available 24x7.

- Describe your approach for providing technical support for on-going system operations. Please address for both Service Level 1 and Service Level 2 and for premise-based and off-premise based solutions.
- Describe your approach for providing Help Desk services to CDC/CYA users. Please address for both Service Level 1 and Service Level 2 and for premise-based and off-premise based solutions.
- Describe your approach for providing customer support services to inmates/wards families and friends.

5.51 Operations and Maintenance

Operations and maintenance services are the activities associated with ongoing health checks, status reporting and problem management (ongoing surveillance, tracking, escalation, resolution and tracking of problems) of IWTS services. Problem management activities require the Contractor to coordinate activities with the Help Desk. The Contractor shall report system management information (e.g., performance metrics and system accounting information) to the State DGS Contract Management in a format specified by the State DGS Contract Management.

The Contractor shall perform the following activities:

- o Performance Management
 - ◆ Event Management
 - ◆ Capacity, Storage and Workload Management
 - ◆ Trend Analysis

- ◆ Planning and Strategy
- o Fault Management
 - ◆ Problem Management and Troubleshooting
 - ◆ Contingency Planning and Disaster Recovery
 - ◆ Repair Hardware Support
 - ◆ Repair and Return (Parts Resolution)
- o System Administration
 - ◆ Hardware Installation Support
 - ◆ Software Installation (Operating System Administration and Software Distribution) Support
 - ◆ User Account Management Support
- o Customer Support
 - ◆ Help Desk Support
 - ◆ Customer Training Support
- o Configuration Management
 - ◆ Asset Management
- o Other
 - ◆ Licensing
 - ◆ Information Assurance Monitoring.

Describe your organization's approach to operations and maintenance. Please address for both Service Level 1 and Service Level 2 and for premise-based and off-premise based solutions.

The State expects that, in order to meet the above requirements, the Bidder will monitor system operations from a centralized Network Operations Control Center (NOCC) or similar facility. Where will your organization establish its NOCC function? Describe the existing and expected capabilities of your NOCC as they

relate to IWTS services. Please address for both Service Level 1 and Service Level 2 and for premise-based and off-premise based solutions.

How will your organization monitor unauthorized attempts to access the IWTS data? Please address for both Service Level 1 and Service Level 2 and for premise-based and off-premise based solutions.

5.52 Configuration Management/Change Control

Configuration Management/Change Control activities include all the life-cycle services required to appropriately manage and document changes (e.g., version control, profiles, security plans, etc.) to the IWTS environment.

- Describe your organization's approach to change control management, including how you will you notify CDC/CYA? How will your organization ensure that the implementation of new systems and services do not adversely impact continuing operations? Please address for both Service Level 1 and Service Level 2 and for premise-based and off-premise based solutions.

5.53 Training Support

Training support services are the activities associated with providing initial and periodic refresher training for key State user groups including corrections staff, law enforcement and investigative personnel, and select administrative staff. Also included is providing initial end-user orientation on new services and improving "how-to-use" skills related to systems and applications.

Describe your organization's approach to user training support?

Describe what support is required.

Describe what training services are included in your proposal for inmate/ward families. Multilingual written instructions, training videos and customer support are required, when PINS are used.

The State expects that the Bidder will, in addition to providing training materials and training sessions, will have personnel on-site to assist users during cutover and major upgrades at no cost to the State. Describe the extent of your planned on-site presence for such events.

Describe in detail what initial and recurring training services are included in your proposal for both State Corrections and investigative staff on the use of monitoring and recording equipment and PIN.

5.54 Documentation

Documentation services are the activities associated with developing, revising, maintaining, reproducing, and distributing information in hard copy and electronic form. The State requires that documentation will be provided to the State upon request or as agreed upon in a periodic documentation update schedule.

The Contractor shall provide the following documentation:

- o System specifications and documentation including as-built wiring diagrams, etc.
- o End-user volume and usage statistics including individual facility and aggregate billing information
- o Self-help resources
- o Site and system security plans
- o Standard operating procedures

Describe your organization's approach to providing required documentation. What strategies does the Bidder propose for document distribution (e-publishing, CD-ROM, etc.)?

Describe how your organization will keep documentation current.

5.55 Backup and Restoration

Routine system-wide backup and recovery procedures are critical for the entire environment. The State requires regular backup/restoration for centrally stored data (CDR, etc.) to be in effect from the Effective Date.

- Describe your organization's approach to data storage, data safeguarding and data assurance. Please address for both Service Level 1 and Service Level 2 and for premise-based and off-premise based solutions.

5.56 Collect Call Service Requirements

The following important requirements and guidelines apply to the provision of inmate/ward collect call services.

The requirements include:

- o The ability for inmates/wards to maintain telephonic communication with family/friends with minimum call restrictions and limits.
- o The State will bear no responsibility for any unbillable, un-collectable or fraudulent telephone calls. Unbillable, un-collectable or fraudulent telephone calls may not be deducted from calling volumes that are

calculated for rate adjustment or concession payment purposes for the State.

- o No calls shall be blocked because of the lack of a billing agreement with a LEC (Local Exchange Carrier) or CLEC (Competitive Local Exchange Carrier) unless the Contractor can satisfy all of the following requirements:
 - o
 - o The Contractor, during the term of this contract, has made a good faith effort to reach an agreement with the affected LEC or CLEC.
 - o
 - o The Contractor has notified the called party when completing a connection that future calls may not be connected and provided a toll-free telephone
 - o
 - o number for the called party to pursue and alternative calling mechanism.
 - o
 - o The Contractor has sent written notification, to the extent possible, to the called party offering alternative call mechanisms. The State reserves the right to discuss with the Contractor revisions to any call limitations that the Contractor may have currently in place.
 - o
 - o The Contractor has documented to the State that these efforts have been completed and the affected parties have not accepted the offers.
- o The Contractor shall adhere to reasonable credit and collection practices. The Contractor shall not use any collection practices prohibited by law. The State may require the Contractor to modify any collection practice it finds to be arbitrary or without justification.
- o The Contractor may be allowed to block calls to inmate/ward telephone contact where the recipient is delinquent or refuses to pay the Contractor. This option would apply only if the Contractor can provide an alternate calling mechanism that would allow the Contractor to bill the called party for the inmate/ward collect calls (i.e., prepaid calling service, direct billing alternatives).

Describe your organization's process that enables inmates/wards to maintain telephonic communication with family/friends with minimum call restrictions and limits. The State will consider all reasonable solutions and alternatives.

Describe your organization's process for handling a customer who refuses to pay for a call(s).

Describe your organization's process for handling a request for access to a country not included in your current international billing agreements.

Describe your organization's process for handling a request for access to a number not included in your current LEC (Local Exchange Carrier) or CLEC (Competitive Local Exchange Carrier) billing agreements.

o

Describe your organization's alternative calling mechanisms that would allow an inmate/ward to call family/friends who have an established history of high toll or non-payment for collect calls. Describe your prepaid calling and direct billing alternatives and include limitations, if any, based upon prepaid amounts.

o

5.57 Collect Call Services IWTS Requirements

SECTION 6, Attachments A – D; IWTS Requirements Response Matrices identifies the State's minimum IWTS requirements. In addition to completing the Requirements Response Matrices per the instructions listed at the beginning of the Matrices, please answer the following questions:

- Briefly describe the equipment and its capabilities that your organization will provide to meet the State's implementation, service, functional, and support services requirements. Although the inclusion of sales literature in your proposal is permissible, the State is seeking a factual representation of the capabilities of your proposed solution (i.e. marketing-pitch free). Please address for both Service Level 1 and Service Level 2 and for premise-based and off-premise based solutions.
- In order to achieve the required grade of service the State expects the Contractor to supply one central office access line for each inmate/ward telephone (1:1). In the case of T-1 facilities, the State expects one channel to be provided for each inmate/ward telephone. Describe your organization's approach to provisioning the requisite transport capacity including voice and data circuits, use of compression techniques, protocols, etc. Please address for both Service Level 1 and Service Level 2 and for premise-based and off-premise based solutions.
- Describe the methods by which the proposed equipment detects call forwarding and third party calls. How effective is the proposed system at detecting remote call forwarding, conference calls, and other methods designed to circumvent blocked call lists? How effective is the proposed system at avoiding false negatives? Please address for both Service Level 1 and Service Level 2 and for premise-based and off-premise based solutions.
- The Contractor shall be responsible for converting over all numbers contained in blocked call lists from the current system to the new system. Describe how your organization intends to populate and maintain blocked call lists. Please address for both Service Level 1 and Service Level 2 and for premise-based and off-premise based solutions.

5.58 Service Support

Service Support applies to all equipment, resources, and services included in Service Level 2.

The Contractor shall perform the following activities:

Operations for centralized and remote monitoring and recording equipment, monitoring workstations, servers, PIN, etc. including:

- o Providing storage and access to data, including Call Detail Records, residing in a central data repository. This includes assisting State personnel with locating and retrieving CDR in both local and centralized databases.
- o Providing storage and access to data up to one (1) year residing in non-centralized repositories, i.e., data located on local servers and recording devices.
- o Providing data backup and recovery for centralized data stores, with and without end-user involvement, for the life of the contract.
- o Providing disaster recovery and contingency operations support (i.e., information assurance) in accordance with the State policies.
- o Providing controls, access, and management services for local and centralized input and output resources, e.g., CD-R/RW burners, etc.
- o Providing input processing support for activities such as loading media, receipt of batch electronic file transmissions, etc.
- o Providing support for the development and control of local databases used for applications, i.e., database development, storage and access support.
- o Providing a common suite of standardized workstation tools that will allow corrections and investigative users to communicate and function within the State's IWTS environment. These common tools include data mining and trend analysis tools, collaboration and file sharing tools, etc.
- o Providing support for the development and control of computing resources used for recording applications, i.e., disk space, processing services, etc.

Administration activities include:

- o Assisting the State with administration of access control to monitoring and recording systems and user account administration for corrections staff and State investigative personnel.
- o Providing usage accountability to users of resources and services, as defined by the State.

Describe your organization's approach to managing access to monitoring and recording equipment. Describe how your organization expects the State to be

involved in your process. Address for both premise-based and off-premise based solution.

Describe your organization's approach to generating inmate/ward PINs. Describe how your organization expects the State to be involved in your processes including an estimated level of effort for State resources. Address for both premise-based and off-premise based solution.

5.59 Monitoring and Recording Requirements

The following important requirements and guidelines apply to the provision of monitoring and recording services:

The State requires:

- o The State is seeking a monitoring and recording solution that makes optimum use of limited state resources (e.g. auto-archiving). To that end, the State desires a solution that requires the minimum amount of state work effort for tasks like changing, loading, or otherwise tending to recording media. Similarly, the State is also seeking a solution that will maximize the return on its monitoring and recording efforts.
- o The State must have timely access to CDR data and recorded calls. The proposed solution must be designed so that State Corrections and investigative personnel can easily and speedily access time sensitive information.
- o CDR and call recordings must be handled and preserved in a manner in keeping with their role as evidence. The Contractor must put in place proper and sufficient safeguards to maintain both the evidentiary and investigative value of this information and to protect the privacy of data from unauthorized users.

Describe the State's expected role in tending and maintaining the recording system. Address for premise-based and off-premise based solution.

Describe the procedures and safeguards your organization will use to protect the evidentiary value and privacy of CDR and recorded calls. Address for premise-based and off-premise based solution.

Describe how your proposed solution can assist the State in minimizing work effort for system support activities while maximizing the results generated from monitoring and recording efforts. Address for premise-based and off-premise based solution.

Describe the equipment and its capabilities that your organization will provide to meet the State's service and functional requirements (including the monitoring workstations). Although the inclusion of sales literature in your proposal is

permissible, the State is seeking a factual representation of the capabilities of your proposed solution (i.e. marketing-pitch free). Please address for premise-based and off-premise based solutions.

Describe the capabilities of your system to detect “hot words.” Address for premise-based and off-premise based solution.

Describe the data mining capabilities of your proposed solution including features to detect usage trends, frequently call numbers, etc. Address for Service Level 1 and Service Level 2 and for premise-based and off-premise based solution.

Describe your proposed approach and its associated limitations to providing voice and data connectivity to remote monitoring stations (LEIU, Central Office, etc.).

Describe your proposed solution for auto-archiving of recordings. Address for premise-based and off-premise based solution.

5.60 Service Requirements

The expected requirements for IWTS services are documented in SECTION 6 Attachments 6-A – 6-D. The State will expect the Bidder, at a minimum, to meet these expected requirements. (Note: these services are the *minimum* requirements that are acceptable to the State). If, due to inherent capability, or other differentiating factor, a Bidder can improve these above the minimum acceptable standards without additional cost, the State may modify the requirements.

- Describe any exceptions to these requirements. Please address for both Service Level 1 and Service Level 2 and for premise-based and off-premise based solutions.
- Describe any requirements that might be revised to provide the State with improved service levels. Please address for both Service Level 1 and Service Level 2 and for premise-based and off-premise based solutions.
- Identify any requirements that might, with small revision, be relaxed to provide the State better overall service value by improving the cost/benefit proposition. Please address for both Service Level 1 and Service Level 2 and for premise-based and off-premise based solutions.

5.61 Equipment Reliability and Maintainability Information

The Bidder shall supply statistical data pertaining to the reliability and maintainability of the proposed telephone equipment, monitoring and recording equipment, Uninterruptible Power Source (UPS) and servers/PCs (e.g. Mean Time Between Failure (MTBF) and Mean Time to Repair (MTTR)). The Bidder, in response to this

RFP, must include information regarding diagnostics and methods for detecting out-of-service conditions.

- The Bidder shall include, with the above, a narrative describing quality control and the reliability program currently in operation within the company that manufactures the proposed telephones and monitoring/recording systems.
- The Bidder shall include, with the above, information regarding method of data storage of billing information, transfer of this data to billing agent (if applicable), and assurances of billing accuracy.

5.62 Value Added Offerings

The State is interested in understanding what additional capabilities your organization can contribute to meeting the State's IWTS collect call needs.

- Describe any additional value added offerings that your organization believes might meet the State's needs at no additional cost of calls. Please address for both Service Level 1 and Service Level 2 and for premise-based and off-premise based solutions.
- Describe any additional value added offerings that your organization can offer regarding "pre-paid" calling services enabling the inmate/wards families and friends to reduce their calling rates. Bidder shall specify what if any discounts or reductions can be offered.

EXHIBIT 5-A

CONTRACTOR'S LICENSE INFORMATION

Bidder shall complete the applicable Contractor's license information below in accordance with the Contractor's Licensing Board, Department of Consumer Affairs, for installing telephones and associated wiring/cabling at the installation site(s).

CLASS	<i>LICENSE NO.</i>
LICENSEE	EXPIRATION DATE
RELATIONSHIP OF LICENSEE TO BIDDER	

CLASS	<i>LICENSE NO.</i>
LICENSEE	EXPIRATION DATE
RELATIONSHIP OF LICENSEE TO BIDDER	

CLASS	<i>LICENSE NO.</i>
LICENSEE	EXPIRATION DATE
RELATIONSHIP OF LICENSEE TO BIDDER	

EXHIBIT 5-B

LIST OF PROPOSED SUBCONTRACTORS

Listed hereinafter is the name and address of each subcontractor who will be employed and the kind of work which each will perform if the contract is awarded to the aforesigned. I understand that under Government Code Sections 4100 through 4113, (see note below), I must here clearly set forth the name and address of each subcontractor who will perform work or labor or render service to me in or about the construction of the work in an amount in excess of one-half of one percent (1/2 of 1% of my total proposal and that as to any work in which I fail to do so, I agree to perform that portion myself or be subject to penalty under the act.

(Note: In case more than one (1) subcontractor is named for the same kind of work (e.g., installation), state the portion that each is to perform. Provide Contractor's license number for each subcontractor, if available. Contractors or suppliers of materials only, need not be listed.)

If further space is required for the list of proposed subcontractors, additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of the Final Proposal.

Kind of Work	Subcontractor Name and Address	License No.

Note: The above listing requirement will, for purposes of this proposal, be construed in accordance with the provisions of the Subletting and Subcontracting Pair Practice Act ("The Act") as set forth in Government Code Sections 4100 through 4113. Also, for purposes of this proposal and interpretation of The Act, a Contractor will be considered to be a prime Contractor regardless of whether such Contractor is or is not a licensed Contractor.

EXHIBIT 5-C

STATEMENT OF NON-DISCRIMINATION COMPLIANCE

_____ (hereinafter referred to as "Prospective Contractor") hereby certifies, unless specifically exempted, compliance with Government Code: Section 12990 and California Administrative Code: Title II, Division 4, Chapter 5, in matters relating to the development, implementation and maintenance of a non-discrimination program. Prospective Contractor agrees not to unlawfully discriminate against any employee or applicants for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, sex or age (over forty).

I, hereby swear that I am duly authorized to legally bind the Prospective Contractor to the above described certification. I am fully aware that this certification executed on in the county of _____ is made under penalty of perjury under the laws of the State of California.

1. SIGNATURE	2. TITLE	3. DATE
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EXHIBIT 5-D

NOTICE ON DRAWINGS, SCHEMATICS, AND/OR BLUEPRINTS

The drawings, schematics, and/or blueprints showing electrical or telephone cable and conduit are made available solely for the convenience of the Bidder.

The State assumes no responsibility whatsoever as to the accuracy of these documents, and there is no warranty nor guarantee either expressed or implied that the conditions indicated, the locations or dimensions which appear, or any other data depicted are accurate, complete, or that undisclosed conditions may not exist.

The data presented in documents made available to the Bidder are not part of the contract and represent only the opinion of the State as to the matters presented.

The Bidder shall carefully examine the site of all work to be performed, the documents made available for information purposes, the Performance Specifications and Requirements, and all other parts of the contract.

The submission of a proposal shall be a representation that the Bidder acknowledges this and shall investigate the data which the State may provide relative to the actual conditions at the installation site so as to furnish to the State the hardware, software, and labor required under this contract.

Acknowledged:


SIGNATURE		DATE
		
<i>NAME (Print or Type)</i>	TITLE	
COMPANY NAME		
ADDRESS (Street, City, State and Zip Code)		

EXHIBIT 5-E

CUSTOMER REFERENCE FORM

BIDDER'S NAME

BIDDER NOTE: Make copies of this Reference form; one (1) form for each customer reference.

NOTE TO CUSTOMER REFERENCE: THE BIDDER ON THIS RFP IS GIVING YOU THIS CUSTOMER REFERENCE FORM TO VERIFY YOUR OVERALL SATISFACTION OF THEIR PERFORMANCE.

1. CUSTOMER REFERENCE COMPANY NAME	2. CUSTOMER REFERENCE CONTACT PERSON
3. TELEPHONE NUMBER () -	E-MAIL ADDRESS
4. CUSTOMER REFERENCE CONTACT ADDRESS	5. DATE OF ORDER
	6. TOTAL CONTRACT AMOUNT \$
7. WHAT TELEPHONE SERVICES WERE PROVIDED?	
8. CUSTOMER SATISFACTION RATING <i>(On a scale from one (1) to ten (10) with ten being the highest rating, rate the Bidder's overall performance in completing the contract requirements. Initial one number only to rate the Bidder's performance)</i> a. How would you rate their training? 1 2 3 4 5 6 7 8 9 10 b. How would you rate their service? 1 2 3 4 5 6 7 8 9 10 c. How would you rate their software itself? 1 2 3 4 5 6 7 8 9 10	
CERTIFICATION	
<i>I hereby certify that I have made a diligent effort to ascertain the facts with regard to the representations made herein and, to the best of my knowledge and belief all information is accurate.</i>	
9. CUSTOMER REFERENCE CONTACT PERSON SIGNATURE	10. PRINTED OR TYPED TITLE OF PERSON SIGNING

SECTION 1**SECTION 6 – IWTS Requirements****6.1 Summary**

The State of California is requesting offers, through the process of this Request for Proposal (RFP), for the provision and maintenance of inmate/ward telephone services under one “concession” Master Contract. The following section outlines the State of California’s functional, system, implementation and service support requirements for each Service Level. The Bidder will be required to perform all of the in-scope IWTS services that have been identified as a “Mandatory” or “Mandatory/Optional” services in this section. The Bidder will not be required to perform “Desirable” requirements however the Bidders’ capability to perform them will be viewed favorably.

6.2 In-Scope Services and Departments

The State requires the Bidder to supply IWTS services to all of the CDC and CYA facilities and camps, as delineated in the Business Functional, System, Implementation and Service Support Requirements, identified in Attachments 6 A through 6 D to this Section.

6.3 Requirements Response Matrices

The Bidder must complete and include in their Draft and Final Proposals the Requirements Response Matrices included in Attachments 6 A through 6 D. A description of each column and Bidder responsibilities for the Requirements Response Matrices are detailed in this section.

a. Requirement Number

Each requirement has been provided a unique “Requirement Number.” When referring to a specific requirement in proposal materials, Bidders should use the appropriate Requirement Number. Bidders may not alter this column.

b. Requirement

Each requirement is fully described in the “Requirement” column. Bidders may not alter this column.

c. Requirement Category

Requirements are identified under the “Requirements Category” column as either being mandatory (M), mandatory-optional (M/O) or desirable (D) Bidders may not alter this column.

SECTION 1

Mandatory (M)

Bidders are required to respond to all requirements, which indicate “M”. **Failure to meet any Mandatory Requirement shall result in the disqualification of the Bidder’s Proposal.** This category will be evaluated on a pass/fail basis.

Mandatory/Optional (M/O)

Bidders are required to respond to all requirements, which indicate “M/O”. Failure to respond to any Mandatory/Optional Requirement shall result in the disqualification of the Bidder’s Proposal. This category will be evaluated on a pass/fail basis. These mandatory/optional requirements will be provided by the Bidder at no additional cost to the State.

Desirable (D)

While requirements designated as “D” are requested, failure to meet Desirable Requirements will not disqualify the Bidder’s Proposal. A positive Bidder response to Desirable Requirements will be considered favorably in the evaluation of the business solution requirements, although it will not result in additional points.

d. Response Code

The Requirements Response Matrices must be completed indicating the status of the requirement(s) at the time of submission of the Final Proposal, using a single response code that best describes how the Bidder's solution meets the requirement. Permissible response codes are listed below:

SECTION 1

Table 6-1 Permissible Response Codes

Response Code	Definition
E – Existing	Requirement or service will be met by existing software or processes that are installed and operational at other sites and can be incorporated within IWTS as is or using the software's standard configuration mechanisms.
U – Under Development	Requirement or service will be met by software or processes that are currently under development, in Beta test, or not yet released.
M – Minor Modification	Requirement or service will be met by proposed minor modifications to existing software or processes beyond using the software's standard configuration mechanisms.
C – Major Customization	Requirement or service will be met by major modifications to existing software or services or by new custom software programming.
R –Third Party Tool or Service	Requirement or service will be met by the use of integrated software tools, such as a report writer, query language or spreadsheet package or through a third party service provider.
X –Will Not Provide (Desirable Requirements Only)	Requirement or service will not be met by Bidder. This response code is only acceptable for Desirable Requirements (Requirement Category = 'D'). Use of this response code for Mandatory or Mandatory/Optional Requirements may be cause for rejection of the proposal.

Bidders shall provide a response code for all requirements listed in Attachments 6-A through 6-D, in the "Response Code" column on the matrices. No other response codes are allowed. Failure to provide a code may be cause for rejection of the proposal.

SECTION 7 – Pricing Proposal

7.1 Introduction and Instructions

A primary objective of the State is to achieve substantial improvements in the efficiency and cost of IWTS services. The State seeks a Bidder who will provide services using an innovative and cost-effective approach, while pursuing opportunities for cost savings. In the Pricing Proposal, vendors should demonstrate how they will ensure that it will use its best efforts, including efficient utilization of resources, to minimize the cost of the services to the State, inmates and wards, and their families and friends.

It is required that the rate per minute offered for each call type (e.g. Interlata, Interstate, etc) for each Service Level be equal to or better than current rates. The current rates and the current call volumes are shown in SECTION 3.

The State has developed a pricing methodology described in the following section and represented in the pricing matrix contained in Attachment 7-A. As part of your organization's Pricing Proposal, please complete the pricing matrix and provide detailed responses to each of the additional items set forth in this section.

7.2 Pricing Methodology, Accountability, and Incentives

The State has developed a pricing methodology for IWTS services that: (i) is consistent with the non-static nature of the State's IWTS services requirements; (ii) accounts for the transformation of the State's IWTS environment; (iii) includes the State's right to change its requirements; (iv) ensures that the State will receive services that are at all times competitive in terms of quality and price; and (v) does not involve "time-and-materials" or "cost plus" pricing with respect to services.

The State's approach seeks to strike a balance between the Bidder's needs to make a fair return on service provided and the State's needs to proactively manage IWTS costs to minimize the burden on inmate/ward families. In order to retain flexibility, the State must retain certain rights. Therefore, upon failure of the State and the Bidder to mutually agree to any annual adjustments, the State shall have, as one of several options, the unilateral right to end the term of the agreement and cause an orderly disentanglement, without cost or penalty to the State, including termination for convenience or disentanglement charges. Details of this are defined in the State's Concession Contract.

There are three call volumes and the Bidder will be asked, using the Pricing Workbook Attachment 7-A, to provide rates for the Baseline Call Volume and the High Call Volume. The call volume descriptions are:

- Volume, as shown in Attachment 7-A, establishes the baseline call volume for the life of the contract. In no way does the State explicitly nor implicitly warrant these call volumes for the contract period. Bidders are asked to provide rates for Baseline Call Volume.
- High Call Volume: This is when the yearly call volume (expressed in minutes) increases in increments by 5%, 10%, 15% or 20% over the initial Baseline Call Volume calendar year 2003 shown in Attachment 7-A. Bidders are asked to provide rates for *each* High Call Volume incremental rate. Your proposed rate for a 5% increase shall be less than or equal to your baseline rate. Your proposed rate for a 10% increase shall be less than or equal to your 5% rate. Your proposed rate for a 15% increase shall be less than or equal to your 10% rate. Your proposed rate for a 20% increase shall be less than or equal to your 15% rate.
- Low Call Volume: This is when the actual yearly call volume (expressed in minutes) decreases by 5% or more below the Baseline Call Volume. Bidders are not asked to provide rates for Low Call Volume. (See 7.4 for Concession Fee Reduction Calculation.)

The baseline call volumes are shown in the Pricing Workbook and the historical call volumes are shown in SECTION 3.

7.3 Pricing Elements

The pricing matrix presents the overall baseline call volume, current rate per minute and the fixed surcharge for each call type. Bidders should develop their pricing strategy and complete the pricing matrix after a complete review of the State's traffic volume information.

Because of the complexity and inherent risk associated with projecting call volumes, the state proposes to share the risk of fluctuating call volumes with the vendor. This sharing of risk shall commence 12 months after full implementation of the system and every twelve months thereafter. This Call Minute Volume review will take place within 60 days of the annual anniversary of full implementation for the life of the contract:

a. Call Minute volume remains fixed:

If the actual combined call volume, regardless of call types and services levels for any full year, is within 5% of the Baseline Call Volume (as shown in Attachment 7-A) for all call types across all Service Levels defined in this RFP, the rate per minute cost shall be the Baseline Rate per Minute proposed in the Pricing Workbook.

b. Call Minute volume increases:

If the actual combined call volume, regardless of call types and services levels for any full year, increases in increments by 5%, 10%, 15%, or 20% over the Baseline Call Volume, the rate per minute cost shall be the High Volume Rate per Minute as proposed in the Pricing Workbook. The State expects that the Bidder will share its increased revenue with the Inmate's/Ward's families via reduced per minute rates.

c. Call Minute volume decreases:

If the actual combined call volume, regardless of call types and services levels for any full year, decreases by 5% or more below the Baseline Call Volume, the rate per minute cost shall remain the Baseline Call Volume Rate per Minute proposed in the Pricing Workbook. However, the concession fee will be reduced as described in SECTION 7, 7.4 – Concession Fee Reduction Calculation.

For purposes of completing the Pricing Workbook, the Bidder may make the following assumptions and provide the information as instructed in the workbook:

- The Pricing Workbook contains a comprehensive set of rate per minute measurements. The rates per minute are the complete measurements for all of the services, tasks, and obligations to be performed by the Contractor for the State and no additional measurements of resource usage or consumption shall be added for pricing purposes.
- The rate per minute prices shall be fully loaded (i.e., inclusive of all costs including equipment, software, taxes, labor, out-of-pocket and other expenses, management overhead, etc.).
- Current call rates are found in SECTION 3 – Current Environment, Table 3-5. CYA rates are to be considered Service Level 1 and CDC rates are to be considered Service Level 2.
- The rate per minute prices shall be uniform for all institutions receiving a given set of services as defined by the Service Levels. For instance, the cost for a local collect call from a work camp that is receiving only Service Level 1 (Collect Call) services shall be the same regardless of the location or size of the work camp.
- To the extent practical, rate per minute prices shall reflect the costs incurred to provision that service including a proportionate amount of overhead expense. Therefore, it is expected that a local collect call from an institution receiving Service Level 2 services (which include equipment and services not contained in Service Level 1) would be more expensive than the same call originating from an institution receiving Service Level 1.
- The State may, during the term of the contract, require that the services an institution(s) receives be revised from Service Level 1 to Service Level 2. It is currently not anticipated that any institutions will be revised from Service Level 2 to Service Level 1 during the life of this contract.
- Test environments are the responsibility of the Contractor.

- MACs (i.e., moves, adds, and changes) shall be included as a component of the respective pricing unit to which they apply.
- The rate per minute prices should be stated in constant dollars without cost of living or inflationary adjustments.
- All services shall be provided at no cost to the State. All costs must be recovered through user call rates and State-dictated surcharges.
- The Contractor must pay the State an annual concession fee of \$26 million for the right to provide IWTS services at CDC and CYA institutions. Payment will be required in arrears on a monthly basis. This concession fee can be reduced in the event of low call volume as prescribed in SECTION 7, 7.4 – Concession Fee Reduction Calculation.
- Bidders should be aware that the per call surcharge will remain fixed regardless of any changes in call minutes or number of calls.

The Bidder's Pricing Proposal must include any assumptions your organization has made and must also describe the specific due-diligence activities required to eliminate such assumptions. This condition is because final pricing in the definitive Contract will not be subject to any assumptions or contingencies of any kind.

The Pricing Workbook is composed of two components: Surcharges and Service Rates. Below is a description of these components.

- Surcharges – The surcharge for each call type for each Service Level is fixed and may not be adjusted by the Bidder. The surcharge is assessed for each phone call that is accepted by the called party, regardless of the length of the call.
- Service Rates (rate per minute) – The rate per minute is based on the actual (per minute) usage of all phone calls and begins immediately upon acceptance of the call by the called party and ends when either party hangs up.

7.4 Concession Fee Reduction Calculation

As discussed above, the State desires to maintain the baseline rate per minute. As such, the State is prepared to reduce the concession payment under low call volume to ensure that the Contractor continues to achieve its projected revenue targets and to allow for volume reductions due to changes in facility operations (e.g. inmate/ward population decreases or administrative restrictions, etc).

The revised (low volume) concession payment is based on the total call minute volume reduction from the Baseline Call Volume (as shown in Attachment 7-A) and the prior

year's call volume. Should the prior year's call volume be 5% or more the Baseline Call Volume (as shown in Attachment 7-A), the concession fee that the Contractor owes the State would be reduced by the same percentage as the volume decrease. Three examples are described below:

- Call volume decreases by 5%: In this case the yearly concession fee of \$26million would be reduced by 5%. The concession fee would be \$24,700,000 ($\$26m * .95$).
- Call volume decreases by 6%: In this case the yearly concession fee of \$26million would be reduced by 6%. The concession fee would be \$24,440,000 ($\$26m * .94$).
- Call volume decreases by 4%: In this case the yearly concession fee of \$26million would remain unchanged, since the percentage reduction was less than 5%.

Should call volume increase at the next annual call volume review, the concession fee would be adjusted upward using the same methodology as described above. In order to affect a concession volume change, the Contractor is expected to request a change and the State will verify and will agree upon the reduction prior to any concession fee change being made.

SECTION 8 – Proposal Format

8.1 Introduction

These instructions describe the mandatory proposal and bid format and the approach for the development and presentation of bid data. Format instructions must be adhered to, all requirements and questions in the RFP must be responded to, and all requested data must be supplied.

8.2 Final Proposal Format and Content

The complete bid must be submitted in the number of copies indicated and include the following items:

a. Volume I: Response to Requirements – One (1) Master and five (5) copies

This volume must contain all responses to the SECTION 5 – Administrative Requirements, and SECTION 6 – IWTS Requirements of the RFP. All forms and certifications, *EXCEPT for cost data*, must be completed and included in this volume. The organization is to be as follows:

Section 1—General (Cover Letter and Executive Summary)

Section 2 –Administrative Requirements

- o RFP SECTION 5 – Part 1 - Mandatory Requirements
- o RFP SECTION 5 – Part 2 – Proposal Quality Factors
- o RFP SECTION 5 – Exhibits 5-A through 5-E, executed as required.

Section 3 –IWTS Requirement Response

- o RFP SECTION 6 Attachments A thru D.

Section 4 –Demonstration Plan

b. Volume II: Completed Contract – One (1) Master and five (5) copies

The General Terms and Conditions will be those with the Department of General Services, Procurement Division, Technology Acquisitions Section, as stated in the Appendix A Concession Contract.

The Standard Agreement (Form STD. 213) must be signed and dated by the Bidder’s corporate officer authorized to make legal commitments and Contract Attachments must be submitted with the bid including the Bidder’s Federal Employment Identification Number (FEIN).

c. Volume III: Cost Data – One (1) Master and five (5) copies

This volume must be in a separately sealed, marked envelope or container with all completed cost sheets and any other document with cost data identified as required in this RFP. The organization is to be:

- Section 1—Summary Cost Sheet
- Section 2— All Other Exhibits and Documents With Cost Data Identified

d. Volume IV: Literature and Supporting Documentation– One (1) Master and five (5) copies

This volume must contain all technical and other reference literature necessary to support the responses to the requirements of this RFP.

8.3 Draft Proposal Format and Content

The Draft Proposal must contain all the material specified above for the Final Proposal except cost figures. The completed contract must also be included with products and services identified, but no cost figures included. The contract need not be signed at this point. All sheets, with all entries except cost figures, must be included. The number of copies of the Draft Bid to be submitted for validation is as follows:

Volume I—	Master and <u>5</u> copies
Volume II—	Master and <u>5</u> copies
Volume III—	Master and <u>5</u> copies
Volume IV—	Master and <u>5</u> copies

8.4 Format Detail

a. Volume I: Response To Requirements

The Bidder's response to the RFP for Volume I must be in the order and format indicated below. Each page must be numbered in a manner of the Bidder's own choosing to make easy reference possible but preferably sequential by section.

Section 1 - General (Cover Letter and Executive Summary)

This section should contain a signed cover letter and executive summary of the salient feature(s) of the Bidder’s bid including conclusions and recommendations. It may include a general overview of the equipment and/or

services offered, the type of contract(s) offered, etc. Recommendations will not be evaluated and will not be a factor in the selection of a Bidder for award.

The State seeks to improve its IWTS services through the use of innovative strategies and requires the Bidder to propose an integrated solution to meet the State's comprehensive IWTS needs. As an introduction to your organization's proposal, summarize your organization's vision for providing service solutions to the State. Please limit your executive summary to five pages.

Section 2 - Part 1– Administrative Requirements Compliance Response

RFP SECTION 5, Part 1 - Mandatory Requirements

The Bidder must provide a response for each item (all paragraphs and subparagraphs of the RFP.) identified in SECTION 5, – Administrative Requirements, Part 1.

Part 1 of the RFP provides the following legend after each item or group of items:

- o "I understand and will comply with the above requirement"
- o Yes No
- o On each occasion that the legend above is provided the Bidders must document their intent regarding each requirement(s).

Examples

RFP SECTION 5 Part 1 Mandatory Requirements– Statement of Work Process expectations are described.

Bidders must document their intent to satisfy the requirement.

RFP SECTION 5 Part 1 5.3 – Productive Use Requirements:

- o Customer In-Use Requirement

Bidders must document their intent regarding this requirement and provide documentation that verifies that the specified equipment meets or exceeds this requirement.
- o Eligible Equipment

Bidder must document their intent regarding this requirement and provide documentation that verifies equipment origin.

- o Manufactures Verification

Bidder must document their intent regarding this requirement and provide documentation that verifies manufacturer authorization.

RFP SECTION 5 Part 1 5.4 – Bidder’s Qualifications and Responsibility:

- o Prime Contractor

Bidder must document their intent regarding this requirement.

RFP SECTION 5 Part 1, 5.5 – Performance Bond Requirement

Bidder must document their intent regarding this requirement.

RFP SECTION 5 Part 1, 5.6 – Confidentiality

Bidder must document their intent regarding this requirement. Execution of Exhibit 5-D also must be documented.

RFP SECTION 5 Part 1, 5.7 – Contractor’s License

Bidder must document their intent regarding this requirement. Execution of Exhibit 5-A also must be documented.

RFP SECTION 5 Part 1, 5.8 – Subcontractor Requirements

Bidder must document their intent regarding this requirement.

RFP SECTION 5 Part 1, 5.9 – Subcontractor List

Bidder must document their intent regarding this requirement. Execution of Exhibits 5-A and 5-B if applicable must be documented.

RFP SECTION 5 Part 1, 5.10 – Statement of Non-Discrimination Compliance

Bidder must document their intent regarding this requirement. Execution of Exhibit 5-C, if applicable must be documented.

RFP SECTION 5 Part 1, 5.11 – Federal Employer Identification Number (FEIN)

Bidder must document their intent regarding this requirement. Entering the FEIN # on the cover page of IWTS Concession Contract must also be documented.

RFP SECTION 5 Part 1, 5.12 – Drug Free Workplace

Bidder must document their intent regarding this requirement.

RFP SECTION 5 Part 1, 5.13 – Special Correctional Environment

Bidder must document their intent regarding this requirement

RFP SECTION 5 Part 1, 5.14 – Rules for Contractor-Initiated Site Visit(s)

Bidder must document their intent regarding this requirement

RFP SECTION 5 Part 1, 5.15 – Rules for Inspection of Maps, Drawings, and Floor Plans

Bidder must document their intent regarding this requirement

RFP SECTION 5 Part 1, 5.16 – Potential Presence of Lead Paint and/or Asbestos

Bidder must document their intent regarding this requirement

RFP SECTION 5 Part 1, 5.17 – Facilities Resources

Bidder must document their intent regarding this requirement

RFP SECTION 5 Part 1, 5.18 – Documentation

Bidder must document their intent regarding this requirement

RFP SECTION 5 Part 1, 5.19 – Disaster Recovery Plan

Bidder must document their intent regarding this requirement

RFP SECTION 5 Part 1, 5.20 – Inmate/Ward Equipment Testing Requirements

Bidder must document their intent regarding this requirement

RFP SECTION 5 Part 1, 5.21 – Transition Phase-In and Phase-Out of IWTS Equipment

Bidder must document their intent regarding this requirement

RFP SECTION 5 Part 1, 5.22 – Installation Environment

Bidder must document their intent regarding this requirement

RFP SECTION 5 Part 1, 5.23 – CDC/CYA Installation Requirements

Bidder must document their intent regarding this requirement

RFP SECTION 5 Part 1, 5.24 – Transportation, Installation, Relocation of Equipment

Bidder must document their intent regarding this requirement

RFP SECTION 5 Part 1, 5.26 – Program Operation and Administration

Bidder must document their intent regarding this requirement

RFP SECTION 5 Part 1, 5.27 – Concession Fee Payments

Bidder must document their intent regarding this requirement

RFP SECTION 5 Part 1, 5.25 – Installation Default

Bidder must document their intent regarding this requirement

RFP SECTION 5 Part 1, 5.28 – Management Information and Reports

Bidder must document their intent regarding this requirement

RFP SECTION 5 Part 1, 5.29 – Right to Audit

Bidder must document their intent regarding this requirement

RFP SECTION 5 Part 1I, 5.30 – Moves, Changes, Additions, and Deletions

Bidder must document their intent regarding this requirement

RFP SECTION 5 Part 1, 5.31 – Special Conditions - Public Works

Bidder must document their intent regarding this requirement

RFP SECTION 5 Part 1, 5.32 – Goals and Preferences

- o Small Business Preference

To claim this preference, Bidder must check the appropriate box and enclose a copy of their Office of Small Business Customer Resources (OSBCR) certification letter.

- o Disabled Veteran Business Enterprise (DVBE) Participation Goal

Bidder must document one (1) or more of the three (3) compliance methods:

- ◆ Goal attainment;
 - ◆ A good faith effort; or
 - ◆ An approved annual plan.
- o Enterprise Zone Act (EZA) Preference

To claim the preference, Bidder must complete and enclosed the EZA compliance document provided by the EZA web link.

- o Local Agency Military Base Recovery Act (LAMBRA) Preference

To claim the preference Bidder must complete and enclosed the LAMBRA compliance document provided by the LAMBRA web link.

- o Target Area Contract Preference Act (TACPA)

To claim the preference Bidder must complete and enclosed the TACPA compliance document provided by the TACPA web link.

Section 2 Part 2 – Proposal Quality Factors

RFP SECTION 5 Part 2 – Proposal Quality Factors

SECTION 5, Part 2 contains the quality factors concerning IWTS planning, transition, implementation, installation, operation, accountability and disengagement. The Bidder must develop a detailed response for each of these quality factors. Proposals that are determined to be responsive will have their quality factors assessed and a quality score determination will be made. The quality factor score will represent 30% of the Bidder's Final Proposal evaluation score.

Completeness, added value and risk to the State are issues that the State will consider as part of the review of Bidder's proposal quality factor review.

Section 3 – IWTS Requirements Response

In this location, refer to SECTION 6 for instructions to complete the response to each of the IWTS Requirements. Bidders must provide a response to every mandatory and mandatory-optional requirement. Failure to respond to a requirement may be cause for rejection of the Bidder's Bid.

Section 4 – Demonstration Plan

Bidder shall provide a detailed Demonstration Plan that identifies how, when, and where they intend to facilitate a demonstration of the product offering. Refer to SECTION 10 in the RFP for instructions on developing the Demonstration Plan.

b. Volume II—Completed Contract

Bidder shall submit the required number of copies of the previously approved contract in this portion of their response. Deviation from terms and conditions previously approved for this RFP may be cause for rejection of your bid. All copies of the contract must bear the signature of an individual authorized to bind the firm as specified in SECTION 2, 2.3. The Final Proposal must contain an original signature. There should be an original signature on each copy of the Contract. Do not fill in the effective dates on the Standard Agreement. Bidders are required to include the company FEIN on the front page of the Contract.

c. Volume III—Cost Data

For submission with the Final Bid, this volume must be submitted in a **separate, sealed, and clearly identified** envelope or container/carton/box.

This volume must contain all completed cost sheets and other cost related documents as required in the RFP.

d. Volume IV—Literature And Supporting Documentation

This volume must contain all technical and other reference literature to support the response to all hardware/software and other IWTS Requirements of this RFP. Substantive technical information should be highlighted on the literature page. This can be done by marking the applicable page (i.e., circling, underlining, bracketing, using a highlight marker that will still show when reproduced, etc.) and listing the corresponding IWTS Requirement number in the margin. Volume IV should be organized in the same sequence as the IWTS Requirements Forms in SECTION 6 of this RFP, and labeled accordingly.

NOTES:

Five (5) sets of Technical Literature must be available for evaluation in the Draft Proposal and the Final Proposal. The Bidder is responsible for ensuring that the State has five (5) complete sets of literature that provide adequate technical references.

- o If the literature of the Draft Proposal is identical in all respects to that which the Bidder intends to submit in the Final Proposal the copies provided in the Draft Proposal may be considered for use with the Final Proposal. The Bidder must state in writing in the Final Proposal that the literature has not changed in any regard from that submitted in the Draft Proposal.

SECTION 9 – Proposal Evaluation

9.1 Introduction

This section describes the process and criteria that the State will follow in evaluating proposals submitted by Bidders in response to RFP DGS-3037. The evaluation process consists of a thorough review of each proposal to validate the inclusion of mandatory components, followed by a scored evaluation based on criteria defined later in this section. Proposals that do not comply with the mandatory components stipulated in this RFP may be deemed non-responsive and excluded from further consideration by the State.

9.2 Receipt of Proposals

Proposals must be delivered to the State by the date and time specified in SECTION 1. Proposals must be in the quantity and format specified in SECTION 8 – Proposal Format. Proposals will be rejected and deemed non-responsive if not submitted under sealed cover and received by the date and time specified in SECTION 1.

9.3 State Evaluation Team

The State will establish an Evaluation Team comprised of individuals from Department of General Services, Department of Corrections, and California Youth Authority management and staff. The Evaluation Team will review and evaluate Bidder proposals. The State may engage additional qualified individuals, termed “Subject Matter Experts” (SMEs), during the evaluation process to assist the Evaluation Team in gaining a better understanding of technical, financial, legal, contractual, project, or program issues.

9.4 Proposal Evaluation Process

The Proposal review will include a comprehensive, detailed evaluation of each Bidder’s unique solution. The Evaluation Team will first screen each Proposal to determine if the Bidders have complied with appropriate Submittal Instructions and required components. The Evaluation Team will then evaluate and score the Proposals that meet these “pass/fail” criteria. Following the scoring of proposals on all of the other scored evaluation criteria, cost components will be scored, and a final score will be determined for each proposal. The cost component is evaluated at the end of the process in order to maintain objectivity and avoid bias that could emerge as a result of exposure to cost information prior to the assessment of other components. The Proposal evaluation criteria and process are described thoroughly in this section.

a. Content Validation Check (pass/fail)

All proposals must be delivered to the State as specified in SECTION 1. The Evaluation Team will review the Bidder’s proposal to ensure that it is in the

format stipulated by the RFP, that the proper number of proposal copies have been submitted, and that the required information is included. Failure to meet any of these requirements may result in the proposal being deemed non-responsive and therefore rejected.

b. Business Functional, System, Implementation and Service Support Requirements response Review (pass/fail).

The Evaluation Team will review the Bidder's proposal to determine whether the proposal contains valid responses to all of the Requirements contained in Attachment 6 A – 6 D, Requirements Response Matrices. All mandatory requirements must be met. If a proposal lacks a valid response to any Requirement, it may be considered non-responsive and rejected.

c. Administrative Requirements Response Review

The Evaluation Team will review the Bidder's proposal to determine whether the proposal contains valid responses to all of the Requirements contained in SECTION 5 – Administrative Requirements. All mandatory requirements must be met. If a proposal lacks a valid response to any Requirement, it may be considered non-responsive and rejected.

9.5 Scoring Components

The Evaluation Team will then assess Proposals that comply with the mandatory "pass/fail" evaluation elements discussed above using the scoring model outlined below and given an overall score. The scoring model that will be employed to assess Bidders' proposals was developed in adherence to the State's business objectives and the overall goals of the IWTS project. The scoring components will be based on the Bidder's response to the Quality Factors items listed in SECTION 5, Part 2 as well as on the Bidder's Pricing Workbook cost (Attachment 7-A).

The maximum points available for a single proposal is 1,000 points, which the Evaluation Team will award based on consensus scoring. The three scoring components that comprise each Bidder's Total Score and their relative weights are listed in Table 9-1 below.

Table 9-1 Proposal Evaluation Scoring Components

Scoring Components	Points
Bidder Qualifications <ul style="list-style-type: none"> • Demonstrated experience with similar clients • Demonstrated experience with similar scope and challenges • Quality of references • Project management team experience and qualifications 	100
Business Solution Assessment <ul style="list-style-type: none"> • General requirements • Service requirements • Demonstration 	200
Cost Assessment	700
Total Points Available	1,000

a. Bidder Qualifications

The Evaluation Team will review each proposal to assess the overall qualifications and experience of the Bidder. Bidders are required to provide a minimum of three (3) references exhibiting experience in implementation of similarly sized solutions as noted in SECTION 5, Part 2. The Evaluation Team will then review the composition and experience of the project team. Bidders may refer to SECTION 5, Part 2 for specific items that will be evaluated. SECTION 5, Part 2 and SECTION 8 – Proposal Format, more fully describe factors to be evaluated and the format that the Bidder’s responses should take.

b. Business Solution Assessment

The Evaluation Team will review each proposal to assess the Bidder’s responses to the questions and requests for information that are detailed in SECTION 5, Part 2. The Evaluation Team will pay particular attention to the implementation plan that will meet the requirements of each IWTS service level. Also, the Team will review the Bidder responses in this area to ensure consistency with related system requirements provided in Attachment 6 A – D, Requirements Response Matrix. SECTION 5, Part 2 and SECTION 8 – Proposal Format more fully describe factors to be evaluated and the format that the Bidder’s responses should take. The Evaluation Team will require each responsive Bidder to execute a demonstration of their proposed solution, as described in Section 10.

c. Cost Assessment

NOTE: Sealed cost information will not be opened until the Evaluation Team has completed all of the previous steps in the evaluation process.

Cost information will only be evaluated for responsive bids. If a Bidder’s proposal has been determined to be non-responsive during the earlier steps, cost information will not be opened. The cost assessment will incorporate costs defined in SECTION 7 – Pricing Proposal, and provided by the Bidder in Attachment 7-A, Pricing Workbook. The evaluation will assess the Rate Per Minute for each Service Level, for each volume and for each call type, according to a weighted score used by the Evaluation Team covering all cost elements.

d. Selection of Contractor

The Evaluation Team will determine which Bidder proposal has the highest combined score for all evaluation factors, up to a maximum of 1,000 points. This Bidder will be declared the “selected contractor” pending final authorization by the State.

e. Summary of Overall Evaluation Scoring Process

In order to illustrate the manner by which proposals will be assessed, Table 9-2, Summary of Overall Evaluation Scoring Process, presents a summary of the overall evaluation process and demonstrates how the Evaluation Team will score each Bidder proposal.

Table 9-2 Summary of Overall Evaluation Scoring Process

EVALUATION COMPONENTS	MAXIMUM SCORE	BIDDER’S SCORE
CONTENT VALIDATION		
– Proposal submitted in proper format?	N/A	Yes/No
– Required number of proposal copies included?		
– Required information included?		
If yes to all questions, continue, otherwise stop at this point.		
ADMINISTRATIVE REQUIREMENTS RESPONSE (SECTION 5 Part 1)		
- Compliant responses provided for all requirements outlined in SECTION 5.	N/A	Yes/No
If yes to all questions, continue, otherwise stop at this point.		
BUSINESS FUNCTIONAL REQUIREMENTS RESPONSE (ATTACHMENT 6-A)		
- Compliant responses provided for all requirements outlined in SECTION 6.	N/A	Yes/No
If yes to all questions, continue, otherwise stop at this point.		
SYSTEM REQUIREMENTS RESPONSE (ATTACHMENT 6-B)		
- Compliant responses provided for all requirements outlined in SECTION 6.	N/A	Yes/No
If yes to all questions, continue, otherwise stop at this point.		
IMPLEMENTATION REQUIREMENTS RESPONSE (ATTACHMENT 6-C)		

EVALUATION COMPONENTS	MAXIMUM SCORE	BIDDER'S SCORE
- Compliant responses provided for all requirements outlined in SECTION 6.	N/A	Yes/No
If yes, continue, otherwise stop at this point.		
SERVICE SUPPORT REQUIREMENTS RESPONSE (ATTACHMENT 6-D)		
- Compliant responses provided for all requirements outlined in SECTION 6.	N/A	Yes/No
If yes, continue, otherwise stop at this point.		
<u>PROPOSAL QUALITY FACTORS</u>		
1. <u>Bidder Customer References</u>	<u>40</u>	
2. Project Team Experience	<u>60</u>	
3. General Requirements	<u>100</u>	
4. Service Requirements	<u>40</u>	
5. Demonstration	<u>60</u>	
COST ASSESSMENT (ATTACHMENT 7-A)		
- Weighted Cost Score		
TOTAL POINTS AVAILABLE	1,000	

**Exhibit 9 - A
Cost Points Allocation Matrix**

**Baseline
Volume**

Call Type	<u>Service Level 1</u>	<u>Service Level 2</u>	<u>Grand Total</u>
Local	1	12	13
Intralata	2	145	147
Interlata	20	287	307
Interstate	1	23	24
International	0	0	0
Total	24	467	491

**High
Volume**

Call Type	<u>Service Level 1</u>					<u>Service Level 2</u>					<u>Grand Total</u>
	5%	10%	15%	20%	<u>Sub Total</u>	5%	10%	15%	20%	<u>Sub Total</u>	
Local	.35	.35	.15	.15	1	1.05	1.05	.45	.45	3	4
Intralata	.35	.35	.15	.15	1	23.1	23.1	9.9	9.9	66	67
Interlata	2.1	2.1	.9	.9	6	43.75	43.75	18.75	18.75	25	131
Interstate	.35	.35	.15	.15	1	2.1	2.1	.35	.35	6	7
International	0	0	0	0	0	0	0	0	0	0	0
Total					9					200	209

Point allocations are based on call minute volumes taken from the CDC/CYA 2003 Tables in SECTION 3 and split 70% Baseline and 30% High Volume Call Type.

Cost Scoring Equation or formula is:

$$\frac{\text{Lowest Cost Bid}}{\text{Bidders Cost Bid}} \times \text{Baseline \& High Volume Call Type \& Service Level Points} = \text{Bidder Cost Score}$$

SECTION 10 – Demonstration

10.1 General

The demonstration is intended to afford the State the opportunity to verify the claims made by the responsive Bidder(s) of the Inmate/Ward Telephone System (IWTS) in their proposals responding to Request For Proposal (RFP) requirements for IWTS. The demonstration is also intended to allow the State the ability to corroborate the evaluation of the proposal and to confirm that the pay telephone hardware, related software and any Value Added are actually in operation.

10.2 Preparation and Submission of Plan

The Bidder must prepare and submit with their Draft and Final Proposals a complete plan for the performance of all applicable segments of the demonstration. This plan shall be approved by the State. The plan must include a discussion of the system performance as proposed, including its internal and external software. The plan must also include presentation of presently used performance, management records and reports. The plan must also include the actual hardware, software, line access method and type of feature group used for the demonstration configuration and an explanation of if/how, any segment of the demonstration differs from that proposed. The demonstration shall be a working demonstration using the Contractor's actual network to complete a call.

10.3 Location

The Bidder must provide or make all necessary arrangements for the demonstration facilities at no cost to the State. The Bidder will determine the location of the demonstration, however, demonstration within California is preferred and will be attended at the State's expense. Demonstrations outside California will be attended only if the Bidder agrees to reimburse the State for all travel and per diem expenses and if prior approval is received from the State. (The Bidder will be billed by the appropriate State accounting office). Approximately six (6) to ten (10) State personnel, agents, or representatives will attend the demonstration.

10.4 Notification

The Bidder will be notified no later than ten (10) working days before the date for Demonstration of Requirements as shown in SECTION 1 – Introduction. The demonstration must be performed in substantial accordance with the requirements specified below. Failure of the Bidder to successfully demonstrate the claims made in their proposal may be sufficient to cause the proposal to be deemed non-responsive. The State reserves the right to determine whether or not the demonstration has been successfully passed.

10.5 Inquiries

All inquiries concerning the demonstration must be submitted in writing to the DGS Procurement Official listed in SECTION 1 – Introduction, of this RFP.

10.6 Schedule and Time

The time of the demonstration will be established by mutual agreement between the Bidder and the State.

10.7 Demonstration Plan Requirements

The Bidder shall submit a plan outlining the activities, processes and data source to be used for demonstration of the system's ability to achieve the RFP's specification and requirements. Identification of demonstration site and duration should be included. Demonstration of other special or enhanced options offered by Bidder's solution should also be included in the plan.

a. Materials

The Bidder will supply all proposed hardware, software, and documentation needed for the functional demonstration.

b. Agenda

At the State's option, additional time may be scheduled if the Bidder finds it necessary to rerun the demonstration (in whole or in part) due to any malfunction encountered during the demonstration. The State team will arrive at the Bidder's demonstration site with the following expected agenda:

An introduction of personnel participating in the demonstration and a short briefing by the Bidder to provide an overview of the demonstration and an overview of the hardware and software of the proposed IWTS terminals.

Working demonstration

Phase I - Demonstration of all proposed services and equipment through which these services will be furnished:

- o Demonstration of operator services, as required and proposed.
- o Demonstration/explanation of data processing systems, including detailed cost reports.
- o Demonstration/explanation of centralized (non-premise based) features and functionality available over proposed IWTS secure platform.

- o Demonstration/explanation of all reports including Adhoc reports.

Functionality

The State expects the Bidder to demonstrate monitoring and recording functionality and remote access activation.

User Friendliness

IWTS is especially interested in ease of use for the proposed system. The State expects the Bidder to demonstrate ease of use in these areas:

- o Data input/output accomplished accurately, simply and quickly.
- o Ability of end users to designate any network or local printer for reports
- o User ability to easily and quickly customize Screens and Reports

Interfaces

Interface is necessary with several existing systems required for reporting functions. The Bidder must demonstrate how the proposed system will interface with existing applications used by the IWTS and DGS.

- o The system must be able to interface with Microsoft Excel, Word, and Access for Ad Hoc Reports.

System Access

Demonstrate access to the proposed system from:

- o Recording Equipment
- o Internet
- o Local Area Network
- o Wide Area Network
- o Workstation

Maintenance

- o Availability
- o Response Time

10.8 Scope and Results of the Demonstration

Each Bidder's Demonstration Plan must address all functional requirements. Bidders that successfully complete the demonstration of the proposed system solution will participate in the cost opening phase of the proposal evaluation. A Bidder that fails to successfully demonstrate their proposed solution will be disqualified.

If the State determines that the demonstration was successful, but that certain operations were not, or could not be, physically demonstrated, the State may award the contract to the highest scoring Bidder, contingent upon these features functioning as required by the RFP upon installation in agencies having these requirements. If after award these un-demonstrated specifications or requirements fail to function as required, the State may terminate the contract in accordance with Appendix A, Rights and Remedies of the State for Default.