

# Request for Proposal for Inmate Phone Service



The Idaho Department of Correction

<b>01</b>	<b>GENERAL INFORMATION .....</b>	<b>1</b>
01.01	Definitions .....	1
01.02	Purpose .....	2
01.03	Summary Of Scope .....	2
01.03.01	Background.....	3
01.03.02	Current And Projected Inmate Populations .....	3
01.03.03	Current and Projected Telephone Usage .....	4
<b>02</b>	<b>FUNCTIONAL AND TECHNICAL REQUIREMENTS.....</b>	<b>4</b>
02.01	Standards Compliance.....	4
02.02	Grade Of Service .....	5
02.03	Hardware Requirements .....	5
02.03.01	Telephone Hardware .....	5
02.03.02	Suitability for Use.....	6
02.03.03	Telephone Device for the Deaf (TDD) .....	6
02.03.04	Wiring.....	6
02.03.05	Re-use of Existing Wiring .....	6
02.03.06	Electrical And Backup Power Requirements.....	7
02.03.07	CWC Telephones .....	7
02.04	Privacy And Noise Control .....	7
02.04.01	Audio Quality.....	7
02.05	Signage.....	7
02.06	Call Control .....	8
02.06.01	Call Set-Up.....	8
02.06.02	Automated Attendant .....	8
02.06.03	Initial Acceptance.....	9
02.06.04	Continuing Announcement - Branding.....	9
02.06.05	Call Length.....	9
02.06.06	Blanket Restrictions .....	9
02.06.07	Specific Calling Restrictions .....	10
02.06.08	Control of Call Parameters By Department .....	10
02.06.09	Functions Controllable by Institution.....	10
02.06.10	Alarms.....	11
02.06.11	Automatic Cut-Off .....	11
02.06.12	Manual Cut-Off Switches .....	11
02.07	Collect or Debit Outbound Calls Only .....	11
02.07.01	Inmate Phone Accounts.....	11
02.07.02	Personal Identification Numbers (PIN) .....	12
02.07.03	Allowed Call Lists.....	12
02.08	Attorney Calls .....	12
02.08.01	Attorney call certification.....	13
02.09	Monitoring and Recording Requirements.....	13
02.09.01	Selective Listening/Recording/Playback.....	13
02.09.02	Remote Monitoring Locations .....	13
02.09.03	System Security .....	13
<b>03</b>	<b>Implementation and Ongoing Service Requirements .....</b>	<b>14</b>
03.01	Complete Installation .....	14
03.01.01	Installation Project Scheduled Requirements.....	14
03.01.02	Implementation Plan .....	14
03.01.03	Implementation Project Management.....	15
03.02	Change Over from Existing Contract.....	15
03.02.01	Testing and Acceptance .....	15
03.03	Training .....	15

03.03.01	Initial Training .....	15
03.03.02	Ongoing Training .....	16
<b>03.04</b>	<b>Support Requirements .....</b>	<b>16</b>
03.04.01	Customer Service .....	16
03.04.02	Programming and Data Administration.....	17
03.04.03	Software Upgrades .....	17
<b>03.05</b>	<b>Meetings .....</b>	<b>17</b>
<b>03.06</b>	<b>Contract Administration Requirements.....</b>	<b>17</b>
<b>03.07</b>	<b>Reporting Requirements.....</b>	<b>18</b>
03.07.01	Usage Reports .....	18
03.07.02	Performance Reports.....	18
03.07.03	Problem Reporting.....	18
<b>03.08</b>	<b>Maintenance Requirements .....</b>	<b>19</b>
03.08.01	Maintenance, Repair and Installation .....	19
03.08.02	On-Site Staffing Availability .....	19
03.08.03	Resolution of Complaints.....	19
03.08.04	Qualified Technicians .....	20
03.08.05	Response Time.....	20
03.08.06	Applicable Hours.....	20
03.08.07	Minor Repairs.....	20
03.08.08	Major Repairs.....	21
03.08.09	Escalation .....	21
03.08.10	Status Reporting .....	21
<b>03.09</b>	<b>Fraud Management.....</b>	<b>21</b>
<b>03.10</b>	<b>Contractor Qualifications.....</b>	<b>22</b>
03.10.01	Stability .....	22
03.10.02	Ownership.....	22
03.10.03	Management.....	22
03.10.04	Experience .....	22
03.10.05	References.....	22
03.10.06	Authorization to Operate.....	23
03.10.07	Disclosures .....	23
03.10.08	Existing Idaho Presence .....	23
<b>04</b>	<b>Cost and Revenue Requirements .....</b>	<b>23</b>
<b>04.01</b>	<b>Department Priorities .....</b>	<b>23</b>
04.01.01	Rate Basis.....	24
04.01.02	Franchise Fee/Commission .....	25
<b>05</b>	<b>Proposal Requirements .....</b>	<b>25</b>
<b>05.01</b>	<b>General Format .....</b>	<b>26</b>
05.01.01	Appropriate Presentation .....	26
05.01.02	Cross-Referencing.....	26
05.01.03	Pagination .....	26
05.01.04	Pricing Information Excluded from main Proposal.....	26
05.01.05	Proposal Sections (volume 1).....	26
05.01.06	Proposal Section 2: Functional and Technical Proposal (volume 1).....	27
05.01.07	Proposal Section 3: Implementation and Ongoing Service Requirements (volume 1) ....	27
05.01.08	Proposal Section 4: Cost and Revenue Requirements (Volume 2) .....	27
<b>05.02</b>	<b>Oral Presentation.....</b>	<b>27</b>
<b>06</b>	<b>Evaluation and Selection Process .....</b>	<b>28</b>
06.01.01	Evaluation Categories and Weights .....	28
06.01.02	Proposer Questions .....	28
06.01.03	Waiver of Minor Administrative Irregularities.....	28
06.01.04	Errors in Proposal .....	28
<b>07</b>	<b>Special Terms and Conditions.....</b>	<b>29</b>

07.01.01	Compliance With Laws, Rules and Regulations.....	29
07.01.02	Compliance Audits.....	29
07.01.03	Conflict of Interest.....	29
07.01.04	Record Keeping and Retention .....	29
07.01.05	Liquidated Damages.....	29
07.01.06	Notification/Resolution Of Deficiency .....	30
07.01.07	Insurance .....	30
07.01.08	Litigation.....	30
07.01.09	Termination.....	31
<b>07.02</b>	<b>Contract Award and Execution .....</b>	<b>31</b>
07.02.01	Acceptance of Proposals Content .....	31
07.02.02	Contract Terms and Conditions Defined .....	31
07.02.03	Certification of Independent Price Determination .....	31
07.02.04	Institutional Security and Access Requirements .....	32
07.02.05	Idaho Public Utility Commission .....	32
07.02.06	Assignment Of Contract Or Sub-Contracts .....	32
07.02.07	No Obligation to Buy.....	32
07.02.08	Proprietary Information .....	33
07.02.09	Multiple Proposals .....	33
07.02.10	Proposal Property of State of Idaho .....	33
07.02.11	Cost of Preparing Proposals.....	33
07.02.12	Employment.....	33
07.02.13	Hold Harmless .....	33
<b>07.03</b>	<b>Independent Contractor .....</b>	<b>33</b>
<b>07.04</b>	<b>Assignment Of Contract Or Sub-Contracts .....</b>	<b>34</b>
07.04.01	Assignment Of Contractor Staff .....	34
07.04.02	Subcontractors.....	34
07.04.03	Background Investigation .....	35
<b>07.05</b>	<b>Contract Term .....</b>	<b>35</b>
<b>07.06</b>	<b>Acknowledgement Of Addenda.....</b>	<b>35</b>

## **01 GENERAL INFORMATION**

### 01.01 Definitions

CCA – Corrections Corporation of America

Center(s) – Community Work Center(s)

CWC (s) – Community Work Center(s)

Cottonwood - North Idaho Correctional Institution

Department - The Idaho Department of Correction

ICC - Idaho Correctional Center

ICI-O - Idaho Correctional Institution – Orofino

IMSI - Idaho Maximum Security Institution

ISCI - Idaho State Correctional Institution

NICI - North Idaho Correctional Institution

PWCC - Pocatello Women’s Correctional Center

SAWC - St. Anthony Work Camp

SBWCC - South Boise Women’s Correctional Center

SICI - South Idaho Correctional Institution

LATA - Local access and transport area means a contiguous geographic area  
Local Exchange Carrier (LEC)

InterLATA - Telecommunications between a point located in a local access and transport area and a point located outside such area

IntraLATA - A connection between 2 telephone companies within the same region

LEC - Any person that is engaged in the provision of telephone exchange service or exchange access

## 01.02 Purpose

The purpose of this Request for Proposal (RFP) is to acquire inmate telephone service for prison facilities operated by the Idaho Department of Correction (IDOC). The contractor will provide collect and debit calling telephone service for offenders housed in facilities operated by the Idaho Department of Correction (IDOC).

This service is to include nine (9) existing prisons and five (5) Community Work Centers (CWCs), which are covered under the present contract. All of these locations, plus any new sites constructed or acquired during the term of this contract will be equipped for service and hardware and included in the contract.

The highest priority in this procurement is a fully operational and reliable system. This will include protection of the public, continued improvement of institution security and facilitation of law enforcement through a seamless system which will provide telephone service, call control capabilities and the ability to record and/or monitor calls, as allowed by law.

The system requested includes providing dial tone for local, intra-LATA, inter-LATA, inter-state and in some cases international calling. Additionally, network-based call detail recording is available via the vendor for all correctional facilities. Each institution has premise-based ability to access call detail recording and is equipped to do "real-time" call monitoring and recording of all calls (other than properly placed attorney calls) which originate on their system.

The State also seeks to minimize called party charges (including call set-up charges, local calling, intraLATA calling, interLATA calling and interstate calling) and anticipates bearing no costs during this procurement and the life of the subsequent contract for services at either the existing locations or any future locations. Should the basis for charges (tariffs, regulations and/or standards) change during the initial term, these rate changes must be communicated to the Department and applied to the applicable charges upon implementation. The contractor shall provide ninety-(90) day written notice of any proposed rate change. No State payments to the contractor will be allowed.

## 01.03 Summary Of Scope

The contract resulting from this procurement must include all of the following elements. This list is only a summary, intended to assist in understanding the general project scope. Actual requirements will appear later in the RFP.

Responses must include growth per institution, new institutions and feature upgrades keeping all utilized technologies and equipment at current production levels or above during the contract term. This will include any system enhancements and releases by the equipment manufacturer, selected by the Department. Collect and debit, outgoing calls only, with institutional variations in feature application and usage.

Single primary contractor with end-to-end network and equipment responsibilities. Sub-contractor relationships will be permitted and encouraged.

The proposed contract shall include;

- All telephone instruments,
- All local access required connecting IDOC locations to the vendor's network and any related network hardware,
- All recording and monitoring equipment,
- Attorney number database administration,
- Allowed call list administration,
- PIN administration,
- On-going support, repair and maintenance of the complete network,
- Compliance with all Public Utility Commission (PUC) rules, Federal Communications Commission (FCC), and all other applicable standards and regulations is required over the life of the contract,

#### *01.03.01 Background*

The Idaho Department of Correction is a state government agency controlled by a three-member board, appointed by the governor. The Department operates nine institutions: Idaho Correctional Institution – Orofino (ICI-O); North Idaho Correctional Institution (NICI), Cottonwood; Idaho Maximum Security Institution (IMSI); Idaho State Correctional Institution (ISCI); South Idaho Correctional Institution (SICI) south of Boise; Pocatello Women's Correctional Center (PWCC); St. Anthony Work Camp (SAWC); and South Boise Women's Correctional Center (SBWCC). The State of Idaho currently owns a 1250-bed prison that is operated by Corrections Corporation of America (CCA). This facility is known as the Idaho Correctional Center (ICC).

The Department of Correction has collect (called party paid) and debit (inmate paid) inmate telephone service in all of its institutions. The current contract, with MCI, will expire December 14, 2005. The contract provides for collect calling service; all local access required to connect the Department of Correction's locations to the MCI network and related network hardware; all telephone instruments; all recording and monitoring equipment; personal identification number (PIN) administration; attorney number database administration; and on-going support, repair and maintenance.

The current contract also provides secure coin operated telephones for the five (5) community work centers operated by the department. The contract also contains provisions for site expansion and the incorporation of any new locations constructed and/or acquired during the life of the contract.

#### *01.03.02 Current And Projected Inmate Populations*

The total inmate population for the Department of Correction was 6,118 as of July 2005. The projected annual growth of total inmate population is:

YEAR	% GROWTH	PROJECTED POPULATION*
2006	5.4%	6,877
2007	5.6%	7,263
2008	5.7%	7,677

\*These figures are projections only and do not reflect any commitment of actual usage by the State.

### *01.03.03 Current and Projected Telephone Usage*

The following table outlines the number of lines at each location.

SITE	ICC	ICIO	IMSI	ISCI	NICI	PWCC	SAWC	SBWCC	SICI
# Lines	84	26	45	107	24	38	18	23*	48

\*Twenty three (23) inmate phones planned to be installed prior to the end of current contract for SBWCC.

The present maximum call length for all locations is thirty (30) minutes. For fiscal year 2004 (July 1, 2003 – June 30, 2004) the number of calls placed was 537,640 and the total minutes was 10,745,259.

Each of the community work centers in Idaho has coin, collect, debit card capable phones. At the present time there are forty-nine (49) such phones.

These figures are for purposes of example only and in no way reflect any commitment of future usage by the State.

## **02 FUNCTIONAL AND TECHNICAL REQUIREMENTS**

In the following requirements, the term “system” and “systems” is used to represent the entire service serving all institutions/centers. This is not intended to dictate the Vendor’s architecture, which may incorporate one or many processors and other system components.

Copies of or references to manuals or other such materials are also not desired, except as a supplement to the proposal.

### 02.01 Standards Compliance

For the duration of the contract, the Contractor must adhere to all FCC, Americans with Disabilities Act (ADA), and Public Utility Commission (PUC) Regulations, as well as all applicable codes and industry standards for equipment, service and installation.



All systems must meet all state and federal requirements concerning telephone services for the disabled. All systems must meet all current and future ADA requirements, including providing telephones that are accessible to persons in wheelchairs, locating and mounting telephones properly and providing telephones that are compatible with TDD devices that are currently commercially available.

## 02.02 Grade Of Service

All telephone lines installed must be able to provide simultaneous service at all times, with no blockages at the network level due to insufficient access, processing capacity, database interaction or any other limitation of provider equipment or services. All systems and equipment will use DTMF rather than rotary dialing.

Describe, in detail, how this requirement will be met. What spare or back up part capacity is built into your proposal? Detail what the grade of service will be through the entire system and how this standard is maintained considering the various subcontractors and carriers involved and how you will demonstrate to the State that this level of service is being maintained. Be specific regarding any differences between local call, interLATA calls, etc.

## 02.03 Hardware Requirements

All equipment provided must be suitable for use in a correctional facility, considering environment, usage, and security factors. No telephones or parts may be easily taken apart or used as weapons. "Inmate" models must be tamperproof telephones with protected cords, housings, finishes, mountings, etc. Steel housings and water/fire/shockproof keypads must be used. The Contractor must replace any outdated telephones with ones, which meet or exceed the specifications of the phones required by this RFP.

### *02.03.01 Telephone Hardware*

The specific types of telephones currently in use are North Atlantic GO7042BL18 inmate telephones with 29" hand set. The number of telephones currently in use is 414 and are detailed on page four (4). This should be considered the minimum quantity and quantity of telephone instruments. The successful vendor must support and maintain this inventory during the new contract, updating, servicing or replacing them as part of the contract. Proposers agree to provide additional telephones, wiring, and wired outlets, as needed to support calling and population increases. The telephones must be acceptable to the Department and designed to comply with all specifications of this RFP.

Confirm that you will update, service and maintain in-place instruments during the contract. Provide complete specifications and cut sheets for all telephone models, which will be proposed to replace existing equipment.

### *02.03.02 Suitability for Use*

All equipment provided under this contract, other than wiring that is reused from the existing system, must be new and in full production status from the manufacturer. The successful vendor will also be responsible for the installation, support and maintenance of all existing and future wiring from the telephone instrument to the point of demarcation.

All handsets must be hearing aid compatible.

Provide specific information about the sizing of each main call processor, transmission facilities, and the proposed system as a whole. The state needs to be assured of sufficient capacity at every level, as well as the procedures followed by the proposer to up-size their facilities and equipment.

### *02.03.03 Telephone Device for the Deaf (TDD)*

One portable TDD device must be provided at each location current or future. These devices must be fully compatible with the telephone service provided and with all system operations.

Define what equipment will be provided with complete specifications and cut sheets and confirm that it will fully meet the operational specifications of this RFP.

### *02.03.04 Wiring*

Contractors are responsible for all inside and outside wiring or cabling for a complete installation from the telephone instruments to the point of demarcation. The state owns all existing inside wiring, but cannot warrant the continuing performance or suitability of this wiring. All wiring must be of sufficient quality and quantity to support all requirements and must meet industry standards. The Contractor will be responsible for any upgrades to wiring required to support the Contractor's system.

Any cabling or wiring installed by the Contractor will automatically become the property of the State at the end of the contract. The responsibility for all cable or wire maintenance from the telephone instrument to the point of demarcation, including any that is State-owned and reused by the vendor, will be borne by the Contractor.

### *02.03.05 Re-use of Existing Wiring*

All wiring to the individual inmate telephones belongs to the State and is available for re-use by the Contractor at the Contractor's option. Contractors must upgrade where necessary to meet these requirements and will be allowed to test and re-use existing wiring if it is of sufficient quality. The responsibility for all wiring and cable maintenance, including existing State-owned wiring reused by the vendor, will become the responsibility of the successful vendor.

#### *02.03.06 Electrical And Backup Power Requirements*

All current telephones are line-powered and no separate power supply is required. Any additionally provided telephones must maintain this requirement. Electrical surge and ground protection should be provided for all new equipment installed. Industry standards and codes must also be met.

#### *02.03.07 CWC Telephones*

Collect, coin operated, calling card, station-to-station, outbound calls may be allowed from any CWC Inmate telephone. This includes local, intra-LATA, inter-LATA, inter-State. No recording or monitoring device is required for CWC Inmate telephones.

Each of the community work centers in Idaho has coin, collect, debit card capable phones. At the present time there are forty-nine (49) such phones. It is expected that the proposer will maintain this level of service and provide for additional telephones as requested by the IDOC.

### 02.04 Privacy And Noise Control

Inmates should be able to hear their own calls clearly. Privacy should be maximized to the extent possible, without introducing any visual obstruction that would prevent staff from observing them. Proposers may recommend types of special handsets, electronic filters, etc. to deal with the privacy, noise control, and security issue.

#### *02.04.01 Audio Quality*

All systems must provide audio quality such as clarity, cross talk levels, interference, etc. at least equal to that required for all common-carrier customers, and the Department will be the sole judge of the acceptability of the quality of transmission throughout the contract. The contractor will be required to provide whatever is needed to satisfy this requirement at no cost to the state.

### 02.05 Signage

Additionally all telephones must have a label or sign affixed to them, or on the wall above where they are attached, indicating that all calls made on them, other than properly placed attorney calls, are subject to being recorded or monitored. These signs or labels must list the Inmate calling rates and the Idaho Public Utilities Commission (PUC) contact information. These must be in both English and Spanish and must be vandal resistant and maintained in legible condition during the term of the contract. If Inmate calling rates change, the signs or labels must be changed to reflect the new rates. The new rates will not go into effect until all signs/labels reflecting the changes

have been installed. The Department must approve language for these signs and labels.

#### 02.06 Call Control

The Department requires, at a minimum, the ability to control the length of an individual call, announce randomly in either English or Spanish during the call that it is coming from a specific correctional facility and provide call termination announcements to both called and calling parties. These features must be programmable on a network-wide, institution-wide, individual call, individual PIN or range-of-telephones basis. Additionally, the system may provide the capability to utilize “allowed call lists”, have the system turned on or off on a time-of-day schedule, set daily or weekly call limits, by PIN, and to set a “time-out” period between consecutive calls using the same PIN number.

##### *02.06.01 Call Set-Up*

Efficient initial call set-up is required. A maximum of 10 seconds from the dialing of the last digit is requested. The offender must initiate calls.

At a minimum, all calls must be presented to the called party via an automated operator with the options of communicating in either English or Spanish, as selected by the called party. The called party must be notified of the caller’s name, as recorded during the set-up process and that the call is originating from a specific correctional facility.

To accept a call, the called party must be prompted to dial a single digit before both parties are connected. The same case applies for a called party wishing to deny charges and not accept the call. Additionally, the called party must have the ability to deny the call and block the specific line from ever receiving another call from the entire system. The choice selected by the called party must be communicated back to the originating offender, before the connection is established or the call set-up is disconnected. The proposed system must also accommodate called parties with rotary service.

During the call set-up process, the cost of the setup and rates for the call must be announced to the called party, before call acceptance, so this can be considered in accepting a call. The called party may be given the option to bypass the calling rate function by being prompted to dial a single digit. The called party must also be informed that all calls, other than properly placed attorney calls, are subject to being monitored and recorded. The inmate should be informed by the system if the call is not accepted, for whatever reason.

During the call set-up process the inmate must be given the option to use the prepaid inmate debit system or to place a collect call. The inmate must also be given the cost of the setup and rates for the call and the balance remaining in the debit account.

##### *02.06.02 Automated Attendant*

Calls must be announced by a pre-recorded announcement identifying the inmate by name, identifying the location originating the call and notifying the called party that the accepted calls, other than a properly placed attorney call, are subject to being recorded and monitored. No exceptions and no manual or other transfers to any live attendant will be permitted. The Department will approve the exact content of all announcements.

The inmate and the called party must be completely isolated during the announcement, and not connected until called party has accepted the call. Ideally it should also be immediately apparent to the called party that the announcement is recorded rather than live.

#### *02.06.03 Initial Acceptance*

Positive acceptance of the call by the called party is required. If there is no response by the called party, this must be automatically interpreted as a denial, and the call must be immediately disconnected. Presently the acceptance is accomplished by dialing a key on the called party's telephone. Also during the announcement, the called party must have the ability to deny the call and block their telephone number from being called again.

#### *02.06.04 Continuing Announcement - Branding*

Recorded voice overlay announcements are required, notifying the called party that the call is originating from a specific correctional facility. The Department will approve the content of these announcements.

#### *02.06.05 Call Length*

The Department requires, at a minimum, the ability to control the length of an individual call. All systems must limit callers to a single call per connection and block three-way calling with no exceptions. The detection of any other call activity is of great concern to the Department. Methods and treatment of such calls will be entertained in this RFP. The system must provide an advance warning that the call is about to end.

Additionally, the system may provide the capability to utilize "allowed call lists", have the system turned on or off on a time-of-day schedule, set daily or weekly call limits, by PIN, and to set a "time-out" period between consecutive calls using the same PIN number.

#### *02.06.06 Blanket Restrictions*

The system must be able to establish blanket restrictions for all calls in the institution, including but not limited to the following:

- Operator and directory service numbers, including 0, 00, 411, NPA-555, etc.
- Specific NPA's, such as 550, 700, 900, 976.
- 911 and other emergency service numbers.

- Specific numbers, such as telephone numbers for correctional institutions and inmate telephones, state officials' telephones, and others that may be established by the institution.
- Other long distance carriers, via 950, Toll Free, 10XXX, or other means.
- International calls.
- “Wild-Card Numbers” – allowing all callers to dial specific, approved telephone numbers regardless of location or any other restrictions. Although any offender can call these numbers, the calls are still subject to being recorded and monitored and will appear in call detail recordings.
- Inmate PIN numbers

#### *02.06.07 Specific Calling Restrictions*

Whether or not an inmate database is used, it must be possible to block calls by specific identifiers, to block groups of identifiers from placing calls from specific telephones or groups of telephones, etc.

If there is an inmate database, the system should also allow a specific inmate or group of inmates to be restricted as to call duration, number of calls per day or per week, type of call and hours during which calls can be made.

#### *02.06.08 Control of Call Parameters By Department*

Software functions, including such items as control of call parameters, inmate database changes, and generating reports, should be as simple to learn and operate as possible. The department must be able to control the following call parameters.

- Hours of operation (for example, services shut down during the night hours.)
- Maximum call duration.
- Assignment of inmate identifiers.
- English and/or Spanish commands.
- Branding Announcements
- Disconnect Announcements
- Three-way call detection.
- All functions also controllable by institution.

#### *02.06.09 Functions Controllable by Institution*

At a minimum, institutions/centers should be able to perform programming changes on site or to obtain changes in programming of functions within four hours of submitting the requested changes to the Proposer by telephone, e-mail or facsimile.

- Hours of operation by telephone and group of telephones.
- Three-Way call detection treatment.
- Specific call length.

- Allowed Call Lists.
- Specific system cut-off timers.
- Daily, Weekly call limits (not counting properly placed attorney calls).
- Time-Out between calls, by PIN, including any switchhook activity attempted by the inmate placing the call.
- Call blocking.
- All 011, 683,800,888,900, and 976 area codes will be blocked.

#### *02.06.10 Alarms*

Systems should be able to notify a staff person, at the location where the cut-off controls are installed, in the event that a specific inmate is making a call, or an inmate is making a call to a specific number, if either of these have been programmed for alarm status. Such attempts should also be highlighted in call detail recording and on the recording/monitoring platform used.

#### *02.06.11 Automatic Cut-Off*

All systems must permit the automatic, regular and immediate cut-off of all inmate telephones at once, groups of telephones (e.g. an entire building or wing), or individual telephones, and the ability to pre-select hours of operation by telephone or group of telephones.

#### *02.06.12 Manual Cut-Off Switches*

All systems, including CWCs must also permit the manual, immediate cut-off of all telephones, groups of telephones, or individual telephones. These switches are generally in place at each facility location. Generally they are located in the Central Control area of the site. The Proposer will be required to maintain these in-place switches or replace them at their discretion. If they are replaced, however, the operational functionality must be maintained.

### *02.07 Collect or Debit Outbound Calls Only*

Only collect or debit system, station-to-station, outbound calls may be allowed from any telephone within any of the nine (9) institutions with no exceptions. This includes local, intra-LATA, inter-LATA, inter-State. The expectation is that the Contractor will carry all inmate traffic via a single network.

#### *02.07.01 Inmate Phone Accounts*

The proposal must present the department an option of Inmate phone accounts (debit system). Include in your response details of this plan, including past experience with Inmate Phone Accounts in institutions/community work centers. You may propose and justify alternatives to this option.

### *02.07.02 Personal Identification Numbers (PIN)*

All systems must provide the ability to assign a unique Personal Identification Number (PIN) to each inmate. It must be possible to assign these numbers at the central intake processing stage, and for the same number to be associated with an inmate for his or her entire stay at any DOC location, whether continuous or not. It must also be possible for a specific institution to choose not to use the identifier requirement in call processing on specific designated telephones. The establishment and maintenance of the PINs will be borne by the Proposer in communication with the locations electing to utilize PINs.

While the DOC Inmate number is an easy means of assigning a PIN, it presents problems due to its availability to not only the inmate but to others at the location. The Department would like to consider some other means for individually identifying the inmate in the calling environment. Whatever method is selected it must be simple to administer at each site, involve very little staff activity and cannot be tied to any physical item which must be used or maintained by the individual inmate. Security of these Personal Identifiers is also a concern for the Department so they should be of sufficient length to prevent inmates from “discovering” other inmate PIN numbers.

### *02.07.03 Allowed Call Lists*

All systems must be capable of establishing a list of specific telephone numbers for each inmate (i.e.. each PIN or other identifier) to allow inmates to reach only these specific numbers. These specific authorizations may not supersede the blanket restrictions. It must also be possible for a specific institution to choose not to use the authorized list. It is acceptable to propose the use of speed calling codes.

The establishment and maintenance of these lists will be borne by the Proposer in communication with the locations electing to utilize such lists.

### *02.08 Attorney Calls*

Currently, there is a process in place for establishing a “properly placed attorney call” within the network. These calls appear in the call detail recording records but are automatically blocked from either being monitored or recorded. The Proposer will be responsible for administering and maintaining this database on a network-wide basis.

The attorney numbers are taken from a list of all Idaho Attorneys received from the Idaho State Bar Association and are entered into a database. The contractor adds additional attorney numbers to this database when requested by the Department. Three-way termination program is turned off as well, (so calls to attorney’s offices can be transferred and allow the attorney to take the call in his/her office without being cut



off). The current list of attorney numbers must be loaded into the Contractor's system prior to any Inmate phone calls being made.

Attorneys may request addition to the database by supplying the Idaho Department of Correction with the request on company letterhead. The Department will notify the contractor in writing of the request to add the attorney.

#### *02.08.01 Attorney call certification*

The Contractor must certify monthly that properly placed attorney calls are not being recorded. These certifications will be accomplished for each Institution. The certifications will be mailed to the Department contract monitor.

### 02.09 Monitoring and Recording Requirements

All calls, other than properly placed attorney calls, when originated from a correctional institution, are recorded and can be monitored.

The current recording and monitoring equipment provides call detail recording for all calls placed from a given location. This includes the telephone/line used, number dialed, date, time-of-day and duration of the call. This information must be maintained for future look-up.

#### *02.09.01 Selective Listening/Recording/Playback*

All systems must be capable of permitting monitoring and recording of all calls from any inmate telephone located within the institutions (other than properly placed attorney calls). The minimum requirement consists of all the following:

- Manual set-up of the monitoring connection on an as-needed basis. This must be accomplished from a recording/monitoring system, generally located in the Security Control at the site.
- All equipment to perform the monitoring and recording from the location where the connection is established.
- Monitoring and recording must be able to be done on all telephone calls simultaneously.
- All Institutions must have this capability.

#### *02.09.02 Remote Monitoring Locations*

The Department would like to consider implementing the capability of monitoring calls or reviewing previously recorded calls from locations other than the Control Centers.

#### *02.09.03 System Security*

Passwords or security codes are required for the on-site terminals, and security measures must also be implemented for all levels of the central call processing equipment. The purpose of these security measures is to control unauthorized access to the system, the telephones, the call details, and the databases.

### **03 Implementation and Ongoing Service Requirements**

The State desires a complete and well-worked-out implementation plan to review in evaluating proposals. Please add whatever information reflects your project management process best and provide a clear sense of how the implementation will be accomplished.

#### **03.01 Complete Installation**

Complete installation is required, including all equipment, software, and facilities, cabling training, database, support organization, etc. The contractor will be responsible for building the initial database of inmate numbers and programming all variable call parameters.

##### *03.01.01 Installation Project Scheduled Requirements*

The Department desires that installation be accomplished by a mutually agreed upon date as soon as possible but not more than 60 days after the contract award. Determination will be made on a site-by-site implementation versus a system-wide implementation.

If the entire system does not cut over at the same time, the installation at ISCI should be given an early priority, followed by the other institutions. Cut over may be staged with a 1day window between institutions for problem resolution. Cut over will be scheduled by agreement between the contractor and the IDOC but the contractor may be requested to cut over between the hours of 10pm and 5am. Continuity of service must be maintained at all locations during the installation process, and the plan must be designed to minimize disruption at any single site and network-wide.

The bidder shall submit a complete and detailed schedule of the time frame required for installation, utility coordination, training, cut over and testing. The system shall be installed in a manner and under a time frame designed to minimize disruption of the normal functioning of the institutions

##### *03.01.02 Implementation Plan*

Present a summary Implementation Plan for fully functional service that meets all the requirements of this RFP. Identify tasks and milestones. List time intervals for each

milestone, in days from award. Describe project management approach method and status reports that will be provided to the Department. A detailed Plan will be required from the selected Proposer before award.

#### *03.01.03 Implementation Project Management*

Provide the name and a detailed resume of the implementation project manager. Describe the project team and resources for the initial installation.

The Department will appoint a project coordinator to supervise the initial implementation. A coordinator at each institution/center will also be named. Contractor will coordinate all work through these designated contacts.

### 03.02 Change Over from Existing Contract

The existing contract with WorldCom will expire December 14, 2005. Coordination of any changes in service will be determined by all parties involved to assure a transparent change without loss in services.

#### *03.02.01 Testing and Acceptance*

Proposals must list and describe a set of technical and performance tests that will constitute this requirement. All major standards, functions and service reporting requirements must be included in their testing requirements.

Testing must be conducted and successfully passed at each institution and for the complete system. Tests shall be conducted over a period of 30 consecutive days, beginning at the time the installation is completed. The Department shall review each set of test results and issue a written notice of acceptance, or direct that the testing period be extended. Failure of any part of the test for a third time will be grounds for termination of the contract.

### 03.03 Training

Training must include all inmate phone functions, system administration functions, report generation and use, recording/monitoring, vendor support procedures, and other subjects needed for a full and complete implementation. Appropriate written materials for both training and ongoing reference are required.

#### *03.03.01 Initial Training*

Contractor must provide initial training on the use of all equipment and functions available to the Department, institutions, and inmates prior to cut over. Up to five (5) employees from central office and five (5) from each institution shall be provided complete system training, on-site at each location. This training may, at the

Department's request, include train-the-trainer training to allow Department personnel the ability to train subsequent staff. Trainees must receive a certificate on completion of this training. Copies of these certificates will be sent to the appropriate facility head, to the Contract Office, and to the Training Bureau at Central Office in Boise.

Training must be provided to inmates immediately impacted by any system change as well as for future inmates.

Proposals should detail the following:

- Type(s) of training, contents of training sessions and materials;
- Amount(s) of training: number of sessions, lengths of sessions, maximum number of people per session;
- Certificates of training
- User manuals

#### *03.03.02 Ongoing Training*

In addition to the required initial training at the time of implementation, which is described in Section 03.05.01 ongoing training is required for institution staff and central office staff. All training materials utilized by the Contractor must be supplied on an ongoing basis, revised and reissued whenever changes in service or systems operation are made. This training must be provided semi-annually to each institution. Trainees must be provided a certificate on completion of this training. Copies of these certificates will be sent to the appropriate facility head and to the Contract Office at the IDOC Central Office in Boise.

#### *03.04 Support Requirements*

The Contractor's responsibilities will be carried out through a support group which can be a portion of an existing organizational unit that serves other correctional customers, or a new organizational unit created for the State, or both.

Proposals must describe in detail the establishment, location(s), staffing, operation, supervision, and responsibilities of this support function. Describe the organizational relationships within the support group, between the prime contractor and all subcontractors/service providers, and between the support group and other parts of the Contractor's organization. Provide evidence that service standards and quality, continuity and transparency, and adequacy of staffing and other resources will be maintained over the life of the contract.

#### *03.04.01 Customer Service*

Toll free customer service will be provided to designated Department and institution staff upon request, including, but not limited, to the following:

- Receiving and processing orders for adds, moves and changes; scheduling work, updating records, updating systems to include central processors, software, firmware and other operational components.
- Responding to trouble calls, requests for information, and other service issues.
- Immediately tracing recent calls placed from specific telephones, in case of an emergency.
- Changes in databases, system parameters or call parameters.
- Maintaining Allowed Call Lists
- Providing points of contact and customer service for inquiries made by called parties relating to operational issues and billing.

#### *03.04.02 Programming and Data Administration*

Initial and ongoing management of all databases created for the State will be fully supported and maintained by the Contractor.

#### *03.04.03 Software Upgrades*

The state requires that regular software upgrades be implemented throughout the contract term, and that new and enhanced features resulting from new software releases from the manufacturer be offered to the state at no additional charge. Such changes and enhancements must be reported annually to the Department and implemented at the Department's discretion and direction.

#### 03.05 Meetings

Upon the request of the Department, the Contractor shall provide phone related consultant services, to include attendance when requested at meetings at no additional cost to the Department.

Inmate Phone Meetings will be held semi annually or as needed. Included in the meetings will be the Proposer Representative(s), the Departments Contract Office, Field and Community Services representative, and the Division of Prisons representative. These meetings will be held at the IDOC Central Office. The Departments Contract Officer will provide a schedule of these meetings to the Contractor.

#### 03.06 Contract Administration Requirements

The Proposer must assign a dedicated contract manager for the life of the contract. Provide the name and a detailed resume of the dedicated contract manager

Responsibilities for contract oversight will be by the IDOC, Contract Office. Warden/CWC Managers of each institution/CWC shall be responsible for the daily

operation of the Inmate Phone System and cooperation with the Contractor at their facility.

### 03.07 Reporting Requirements

Proposals must describe all reports listed below, with the expectation that Department personnel will be trained to produce reports in addition to those provided by the Contractor. Underlying data must be maintained for the life of the contract.

#### *03.07.01 Usage Reports*

Call detail reports and regular reports of all calls placed from inmate telephones.

Describe the various standard reports that can be obtained, how they can be obtained, and how often they can be produced. Provide examples of standard reports that are available.

Ad hoc reports are needed of calls made, with sorts by calling number, called number, inmate, date, time, call duration, etc. Describe what data elements can be used to sort, levels of sorting, how such reports are obtained, response time for obtaining them, and provide typical reports.

On-line queries of call records are required. The system must be able to sort call records by called number and determine, on a real-time basis, the inmate who made the call and the telephone from which it was made. The system must also be able to sort call records by caller or by telephone and determine, on a real-time basis, the numbers called and other call details.

Retrieval of individual call detail records or series of call record is required over a user-defined period of time based on called number in order to obtain an immediate trace on harassment calls.

#### *03.07.02 Performance Reports*

Reports on system and contractor performance will be required on a monthly basis, initially, and then as agreed upon. These reports must include the following at a minimum: overall system operation by location and system-wide, maintenance and trouble events and resolutions, equipment in service, consumer complaints, unauthorized calls or call attempts detected and database activity. These reports should be submitted to the Department's Contract Office.

#### *03.07.03 Problem Reporting*

Authorized individuals at each institution will report maintenance problems. The Department will provide the successful contractor with a list of authorized employees.

Requests will be telephoned, e-mailed or submitted by facsimile to the 24-hour Help Desk. All reports will be logged in at the time they are received.

### 03.08 Maintenance Requirements

Proposers must provide complete maintenance for all parts of the system provided to the State, including but not limited to labor, parts, materials, software, repair or replacement of equipment, and transportation, for the life of the contract. Maintenance must be provided at no cost to the State at any time, including charges from Local Exchange Carriers for facility isolation services.

This maintenance includes any and all equipment acquired by the State at the termination of the existing contract. Maintenance must include as-needed replacement of any equipment or wiring now owned by the State. Sufficient staffing must be maintained to respond to multiple events and sites simultaneously.

A regularly scheduled preventative maintenance program must be established for each location. This work must be performed to assure the Department of the proper operation of the entire system.

#### *03.08.01 Maintenance, Repair and Installation*

Full maintenance services are required in connection with all services and equipment provided under this contract. The Department will order additions, changes and moves of premise equipment in writing. Work must be completed within 15 days, except for new institutions, for which dates will be established on a case-by-case basis. Removals will be completed within 10 days of order.

The contractor must provide an on-line "Help Desk", 24 hours a day, 365 days a year; consulting assistance; maintenance, repair and installation; reporting, and overall management. Central staff will provide all database administration and call parameter change functions for all locations, as requested.

#### *03.08.02 On-Site Staffing Availability*

The Proposer must have certified and trained staff available, within the state, with the capability of being on any site within four (4) hours of placing a call for assistance. Additionally, these individuals must have the equipment and capability to remotely begin problem resolution, upon notification.

#### *03.08.03 Resolution of Complaints*

Provide a specific plan for resolution of complaints, troubles, etc. that are not handled in normal intervals. Identify by name, position title and telephone number of every level

above the Support Group director. Indicate specifically what will trigger the involvement of the next level.

#### *03.08.04 Qualified Technicians*

Proposers must be authorized to provide service and repair, and individual maintenance technicians must be fully trained and certified as qualified, by the manufacturers of all equipment provided or used by the State.

Proposals should warrant the qualification and certification of all technicians, whether provided by the prime or a sub-contractor, and must provide evidence of manufacturer authorizations, upon request. Should sub-contractor relationships change during the term of the contract, the Department must be notified of the pending change and reserves the right to approve the change before it occurs. If such a change is being proposed, information on the new sub-contractor must be provided equivalent to the specifications in the original Request for Proposal. Any approved change must come with the assurance of no loss of performance during the change or for the remainder of the term of the contract.

#### *03.08.05 Response Time*

Response to a maintenance call means that diagnostic or repair work has been initiated, and technician assistance is on-site at the location where the probable cause of failure is located, with appropriate tools, equipment and parts. Remote troubleshooting is acceptable following an initial report; however, on-site technical assistance must adhere to the definitions listed.

#### *03.08.06 Applicable Hours*

Scheduled maintenance and minor repairs may be performed during business hours, which are 7:30 a.m. to 4:30 p.m., Monday through Friday local time. Major repair services must be available from 6:30 a.m. to 10:30 p.m., seven (7) days a week, three hundred and sixty five (365) days a year. In addition, the Department reserves the right in extraordinary situations to declare an emergency and to require repair services at any time.

#### *03.08.07 Minor Repairs*

A minor problem is defined as up to 25% of the service at a single facility out of service. Response to a minor problem is required within eight (8) hours from reporting, and satisfactory completion of the repairs is required within twenty-four (24) hours from reporting.



### *03.08.08 Major Repairs*

A major problem is defined as over 25% of the service at a single facility out of service; or a failure in any call processor or node from any cause. A failure in call restriction functions; or any other condition that renders the system incapable of performing all its normal functions is considered a major problem. Response to a major problem is required to begin resolution within one (1) hour via remote access with an on-site arrival within four (4) hours from reporting. Satisfactory completion of the repairs is required within twenty-four (24) hours from reporting or as can reasonably be expected.

### *03.08.09 Escalation*

An escalation plan must be proposed that will be effective in the case that any of the above conditions are not met within the required time allowances.

### *03.08.10 Status Reporting*

Any time a repair problem is pending, reports will be made to the on-duty shift commander at the reporting institution and the Department contract monitor. If a problem is in first stage escalation, reports will be made to the on-duty shift commander at the reporting institution and to the Department contract monitor every two (2) hours. If a problem is in second stage escalation or later, or is deemed by the Department to be an emergency, reports will be made to the on-duty shift commander at the reporting institution and to the Department contract monitor every hour, until resolution is achieved.

Indicate your acceptance of these requirements and detail your maintenance and repair plan. You may propose and justify alternatives to these requirements, although the State reserves the right to reject such alternatives. Include in your response details as to what, if any, test equipment and spare parts you propose to locate on site at the institutions/centers.

## 03.09 Fraud Management

The proposed system should be able to detect attempts to 3-way call, conference call or any other multi-connect communication or fraudulent attempts. The proposed system shall prevent the inmate from receiving a second dial tone or "chain dialing." The proposed system shall detect any extra digits dialed by the inmate after the party has accepted the call. The system should recognize each attempt and cause immediate disconnect of the attempted call. The State will bear no responsibility for the loss of revenue as a result of fraudulent use of the telephone service.

### 03.10 Contractor Qualifications

The Contractor to the State needs to be financially solvent, experienced, and have a good history of providing proven products with a high grade of customer satisfaction. The primary vendor will be responsible to the Department for all of these responses as well as any responses related to any subcontractors utilized during the term of the contract.

#### *03.10.01 Stability*

Proposes must provide evidence of financial stability, such as an Annual Report, income statements and closing balance sheets for the past two years, audit opinions from independent CPA firms, Dun & Bradstreet reports, etc.

#### *03.10.02 Ownership*

State your form of ownership and the number of years you have been in business under your current name. The State reserves the right to investigate further than the vendor's responses to this RFP to determine financial stability.

#### *03.10.03 Management*

Provide the names of your chief officers, if a corporation, and of all partners, if a partnership. If a corporation, state the year and state of incorporation.

#### *03.10.04 Experience*

Provide a brief narrative describing your experience providing Inmate Telephone Systems. This narrative must address the length of time you have been providing Inmate Telephone service, the size of the system(s) provided, and the number of systems in place. Also indicate if the service you have provided was for a prison or jail and if for prison was it a statewide system.

#### *03.10.05 References*

Provide a client list of comparable projects, including points of contact (name, address, telephone and fax number), which can be used as references for work performed in consideration for this RFP. These organizations may be contacted to determine the quality of work performed and personnel assigned to the project. The results of the references will be provided to reviewers and will be used in scoring the proposal.

References should be from users with the same equipment and using the same systems as proposed in this RFP.

### *03.10.06 Authorization to Operate*

Certify that you are licensed to do business in the State of Idaho, and have satisfied all requirements of the Public Utility Commission of Idaho and the Federal Communications Commission, or, if not, how you will be able to satisfy these requirements before the start date for any service.

### *03.10.07 Disclosures*

Disclose all litigation filed by stockholders and/or class action over the past 24 months. List all contracts for inmate phone service you have been awarded by other states in the past five years. Please include the start and ending date for each contract and the reason the contract has ended (termination for default or cause, or contract term ended).

List any debarment by any governmental agency over the past 24 months.

List all cases in which any clients, inmates or customers have sued you during the last 3 years.

List all cases in which you have been found not in compliance with the directives of any regulatory body, such as a State PUC or the FCC, etc. for any type of inmate telephone service, etc.

### *03.10.08 Existing Idaho Presence*

Indicate the locations of any offices, facilities and employees currently in the State of Idaho. Describe the service personnel available at these locations who will be assigned to support this contract. Describe which locations would be the primary contact location for service and trouble related issues. You may also state how this will change if you are the successful Bidder.

## **04 Cost and Revenue Requirements**

**All copies of the cost proposal must be in a separate sealed envelope from the remainder of the proposal, and no price information may appear in any other proposal section.**

### 04.01 Department Priorities

- Functionality and contractor support.
- Assuring that the lowest possible rates are charged for all call types. These shall include all charges, including call set-up charges and per minute charges for any call placed and accepted
- Types of calls are consistent from all Department facilities.

Local (including extended community) calls  
 IntraLATA calls  
 InterLATA calls  
 Interstate calls

There are a minimal number of international call requests, which are handled on a case-by-case basis.

The present maximum call length for all locations is thirty (30) minutes. For fiscal year 2004 (July 1, 2003 – June 30, 2004) the number of calls placed was 513,502 and the total minutes was 10,593,234.

List your proposed rates on the Call Cost Analysis Sheet below. These listed rates will be used in the measurement of the Vendor’s RFP. There will be only one set of rates for the entire Inmate Phone System. Rates will be fixed for the initial period of the contract which shall be three (3) years.

Please provide the total charges, including any call set-up, for the following call types. If call set-up charges are “wrapped” into per minute charges, indicate so under the appropriate heading. All call rates will remain constant for calls made during any time of day or day of week. Please indicate if these charges are inclusive of any and all surcharges and/or taxes.

*Call Cost Analysis Sheet*

Call Type:	Number of Calls	Set-up Charge	Number of Minutes	Per Minute Rate:
Local	258,493		6,008,363	
IntraLATA	122,980		2,302,786	
InterLATA	66,064		1,148,067	
Interstate	65,965		1,134,018	

Evaluation of call cost will be based on fiscal year 2004 actual usage of the IDOC Inmate phones.

Proposers must describe how time is measured for billing purposes. Explain how partial minutes are billed. This billing for partial minutes will be used in the call cost scoring.

*04.01.01 Rate Basis*

Charges for telephone calls are generally based on tariffs, regulations and/or standards as well as the Vendor cost related to providing the service. These may be under the jurisdiction of the Idaho Public Utilities Commission or the Federal Communications Commission. If this is the basis for rate calculations, used above, and the basis is reduced, any reduction must be immediately passed onto the called parties accepting calls under this contract. Such reductions must be provided to the Department in writing.

Please confirm that any rate reductions will be incorporated into the rate structure of this contract and the method of notification that will be used. Also provide a listing of applicable tariffs, regulations and standards used in the calculation of the proposed rates.

All tariffs, standards, and regulations utilized in pricing calculations must be provided in the RFP response.

#### *04.01.02 Franchise Fee/Commission*

There shall be no charges whatsoever to the State for the proposed inmate phone services. The successful Contractor assumes responsibility for any fees, billing and collections, and fraudulent billing and un-collectible charges associated with the Inmate Phone System.

The proposed percentage of commission payable shall be based on the Contractor's gross billings for all calls placed on the Inmate Telephone System. Total gross billings shall, for the purpose of this RFP, be defined as total calls placed on or through the Inmate Telephone System, billed at the rates authorized under the Contractor's proposal, as accepted by the State or as subsequently modified pursuant to the proposal specifications. Commission checks shall be submitted to the Idaho Department of Correction on a monthly basis, and shall be accompanied by a report which itemizes by facility, minutes of usage, number of calls, gross billings and commission for each telephone.

The State will also consider a monthly franchise fee payment in lieu of commission. The franchise fee shall be a fixed fee payable to the department on a monthly basis. The franchise fee will be fixed for the initial term of three (3) years of the contract. Future adjustments will be negotiated with the contractor, IDOC, and the State of Idaho Division of Purchasing.

Call detail records must be provided for all calls placed on or through the Inmate Telephone System. All such calls must be billed in the manner outlined above. No deduction or credit shall be given for any expenses, allowances, bad debts, disconnects, or for billed calls which for any reason are not collected or which otherwise do not result in revenue to the Contractor.

**All copies of the cost proposal must be in a separate sealed envelope from the remainder of the proposal, and no price information may appear in any other proposal section.**

## **05 Proposal Requirements**

The evaluation and selection of a Contractor will be based on the information submitted in the proposal, the result of reference checks, and oral presentations. Proposers

should respond clearly and completely to all requirements. Failure to respond completely may be the basis for rejecting a proposal.

#### 05.01 General Format

Submit proposals on standard 8 ½" x 11" paper. Foldouts containing charts, spread sheets, and oversize exhibits are permissible. The pages should be placed in a back-bound "D-Ring" binder with tabs separating the major sections of the proposal. Manuals and other reference documentation may be bound separately. Each Proposal must also be submitted with an electronic copy (CD or floppy disc).

##### *05.01.01 Appropriate Presentation*

Elaborate proposals (e.g. expensive artwork) beyond that sufficient to present a complete and effective proposal, are not necessary or desired. Concise responses are desired for ease of evaluating the responses.

##### *05.01.02 Cross-Referencing*

If a cross-reference is made in the proposal, it must refer to a specific page and paragraph in the proposal or technical manuals (not sales brochures), and must supplement rather than constitute a direct answer to the RFP question or statement. Cross-referencing entire chapters or sections is not acceptable. Evaluators will not score responses that are not clearly marked and easily located.

##### *05.01.03 Pagination*

Number pages consecutively in each section of the proposal showing proposal section number and page number. This pagination should be included in the Response's table of contents.

##### *05.01.04 Pricing Information Excluded from main Proposal*

Proposals must be submitted in two volumes. Volume 1 contains Proposal Sections 2 and 3 as defined below. Volume 2 contains Proposal Section 4, Prices. No prices or price information may appear in the Technical proposal for any reason. Failure to comply with this instruction is grounds for rejection of the entire proposal.

##### *05.01.05 Proposal Sections (volume 1)*

Proposals must be submitted as outlined in the following sections.

Provide an executive summary overview of the proposal, including the following elements:

- Acknowledgment of all the site conditions provided in RFP Sections 2.1 and responses to the specific points in Section 2;
- Brief description of call processing, using a flowchart or other means to clarify the entire sequence;
- Brief description of the architecture of the statewide system proposed, including physical and/or logical diagrams;
- Other information the Proposer deems necessary to convey a clear summary view of the distinctive benefits of their proposal.

*05.01.06 Proposal Section 2: Functional and Technical Proposal (volume 1)*

Respond to each and every requirement in RFP Section 2, using identical numbering. Follow the additional instructions in RFP Section 2 with respect to the specific contents of responses. Responses should follow the reiteration of the specific question. Responses of “Understood”, or “Comply”, or similar phrases will generally be given a minimum score.

*05.01.07 Proposal Section 3: Implementation and Ongoing Service Requirements (volume 1)*

Respond to each and every requirement in RFP Section 3, using identical numbering. Follow the additional instructions in RFP Section 3 with respect to the specific contents of responses. Responses should follow a reiteration of the specific question. Responses of “Understood”, or “Comply”, or similar phrases will generally be given a minimum score.

*05.01.08 Proposal Section 4: Cost and Revenue Requirements (Volume 2)*

Provide the required pricing information in exactly the format shown in RFP Section 4.

**Remember that Proposal Section 4 (all copies) must be in a separate sealed box or envelope from the remainder of the proposal, and that no price information may appear in any other proposal section.**

05.02 Oral Presentation

The Department reserves the right to invite Proposers who have may be awarded a contract to present oral presentations. The Proposers will conduct oral presentations for the Department. Oral presentations will be evaluated and the points added to the other evaluation scores. The oral presentation must further explain the proposal. The cost(s), if any, will be the responsibility of the Proposer. Topics should include, but are not limited to the following:

- Start-Up Program (transition)
- Functional and Technical Requirements
- Implementation and On-Going Service Requirements

- Demonstration of System and Equipment

## 06 Evaluation and Selection Process

All proposals will be evaluated in an objective and highly structured process, and all will be treated in a uniform manner. Technical and price evaluations will be conducted separately, and no price information will be available to the functional evaluators during their evaluation.

Proposals will be scored on how and how well your system fulfills the requirements compared to other proposals, so a response of “complies” or “agreed” or some such word or phrase will not be sufficient to obtain more than the minimum score.

### *06.01.01 Evaluation Categories and Weights*

The table below indicates the total number of points that will be assigned to each area of the RFP evaluation. These weights are provided here for your understanding of the state’s general applications and requirements.

Evaluation Criteria:

Contractor Qualifications	100
Functional and Technical Requirements	300
Implementation and Ongoing Service Requirements	300
Reporting Requirements	50
Price	250
Grand Total	1000
Oral Presentation	200

### *06.01.02 Proposer Questions*

In the event that the evaluation team requires further clarification of proposals, questions will be sent to all Proposers requesting additional information on unclear points. Proposers will be required to reply to such requests by the date specified in order to continue to be considered. Proposers will not be allowed to change their proposals in this process.

### *06.01.03 Waiver of Minor Administrative Irregularities*

The State reserves the right, at its sole discretion, to waive minor administrative irregularities contained in any proposal.

### *06.01.04 Errors in Proposal*



The State is not liable for any errors in Proposers' proposals. Proposers will not be allowed to alter proposal documents after the deadline for proposal submission. The State reserves the right to make corrections or amendments due to errors identified in proposals by the State or the Proposer. Proposers are liable for all errors or omissions contained in their proposals.

## **07 Special Terms and Conditions**

### *07.01.01 Compliance With Laws, Rules and Regulations*

Contractor, its employees and others acting under its direction or control and independent contractors, shall at all times observe and comply with all applicable rules and regulations of the Department that are generally applicable, now existing or hereafter adopted, respecting operations and activities in and about property occupied by the Department.

### *07.01.02 Compliance Audits*

To insure there is quality of service, and contract compliance, the Department will conduct contract audits on an as-needed basis and at least semi-annually.

### *07.01.03 Conflict of Interest*

The Proposer warrants that, except for bona-fide employees or selling agents maintained by the Proposer for the purpose of securing business, no person or selling agency has been employed or retained to solicit the contract upon an agreement or understanding for commission, percentage or contingency.

### *07.01.04 Record Keeping and Retention*

The Contractor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. All procedures must be in accordance with federal, state, and local ordinances.

The IDOC shall have the right to audit, review, examine, copy and transcribe any pertinent records or documents relating to any contract resulting from this RFP held by the Contractor. The Contractor will retain all documents applicable to the contract for a period of not less than five (5) years after final payment is made.

### *07.01.05 Liquidated Damages*

Failure of the Contractor to provide the service or submit information required by this Contract may result in the State requiring liquidated damages, and not as a penalty.

The amount of the liquidated damages that may be withheld shall be determined by the Director and shall be proportionate to the level of service that is deficient or otherwise not in accordance with the Contract and in no event shall exceed \$1,000.00 per day. When liquidated damages are imposed by the State, the State shall notify the Contractor in writing that liquidated damages are being imposed, the amount thereof, and the grounds for imposing such damages upon the Contractor. Failure by the State to require payments, or failure of the Contractor to cure any deficiency or correct any problem, shall not be a waiver of any right of the State to terminate this Contract or to exercise any other remedy provided by this Contract or law to the State.

#### *07.01.06 Notification/Resolution Of Deficiency*

The Contractor will have a reasonable period not to exceed 30 days from the date of the written notification to rectify the deficiency. If after a reasonable period not to exceed 30 days from the date of written notice, the Department is not satisfied that Contractor has resolved the deficiency (or made substantial progress toward resolving such deficiencies as defined by Department personnel), Contractor agrees, notwithstanding any other provision of this Contract, to pay the Department the sum determined by the Director for each day that the Contractor fails to provide services under this Contract which are acceptable to the Department. It is understood and agreed that said amount is to be paid as liquidated damages, and not as a penalty, in view of the difficulty of affixing actual damages under this Contract.

Contractor shall not be liable for liquidated damages when the Contractor's failure to provide acceptable services under the Contract arises as a result of any reason beyond its control, including without limitation, strikes or labor disputes by Department Staff, inmate disturbances, acts of God, or any other similar causes beyond the reasonable control of either party. In any case, however, Contractor shall be obligated to notify the Department in writing immediately upon its determination that it cannot provide said services.

Nothing in this subsection shall be interpreted to preclude the Department from recovering damages from Contractor under any other provision of this Contract or exercising any other remedy at law or equity; nor shall the Department be precluded from terminating this Contract for breach.

#### *07.01.07 Insurance*

The Proposer shall provide a letter of intent, from an insurance company authorized to do business in the State of Idaho, which states its intent to insure the Proposer pursuant to the terms of the contract.

#### *07.01.08 Litigation*

The Proposer shall provide a list of all litigation the company has been or is currently involved in during the last five (5) years. Information with respect to the amount of

professional and liability and other insurance, lawsuits (including all cases that were settled and the amounts of settlement are required), and risk management plan. If this information is not available under the freedom of information act and/or a state public records disclosure act, then provide case name, case number and court.

#### *07.01.09 Termination*

After a period of three months (90 days) from the effective date of execution of the Contract, the Idaho Department of Correction may terminate the Contract upon 90 days written notice to the Contractor. Written notice shall be served upon the Contractor by certified mail.

#### *07.02 Contract Award and Execution*

In the event of contract award, the contents of this RFP (including all attachments), RFP addenda and revisions; the complete proposal of the successful Proposer, and any additional terms agreed to in writing by the IDOC and the Proposer shall become part of the contract. Failure of the successful Proposer to accept these as a contractual agreement may result in a cancellation of award.

The following priority for contract documents will be used if there are conflicts or disputes:

Final signed contract, including any additional terms or attachments.  
Written proposal including written questions/clarifications.  
Request for Proposals, plus any addenda issued by the State.

#### *07.02.01 Acceptance of Proposals Content*

The entire contents of the proposal of the successful Proposer will become contractual obligations if procurement action ensues.

#### *07.02.02 Contract Terms and Conditions Defined*

The state reserves the right to incorporate the standard state contract provisions into any contract negotiated with any proposal submitted responding to this RFP. Failure of the successful Proposer to accept these obligations in a contractual agreement may result in cancellation of the award.

#### *07.02.03 Certification of Independent Price Determination*

By signing this proposal, the Proposer certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this procurement:

The prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other respondent or with any competitor;

Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening in the case of an advertised procurement, or prior to award in the case of a negotiated procurement, directly or indirectly to any other Proposer or to any competitor; and

No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

Each person signing this proposal certifies that:

He/she is the person in the Proposer's organization responsible within that organization for the decision as to the prices being offered herein; or

He/she is not the person in the Proposer's organization responsible within that organization for the decision as to the prices being offered herein, but that he/she has been authorized in writing to act as agent for the persons responsible for such decisions.

#### *07.02.04 Institutional Security and Access Requirements*

The vendor work rules and procedures vary from site to site, dependent on the site's security level and physical limitations. These work rules will be provided to the successful vendor before the commencement of any work on this project. Actual site orientations may be held for the vendor. Any vendor employee, working at a Department location, must present proper picture identification. The Department also reserves the right to deny access at its' sole discretion.

#### *07.02.05 Idaho Public Utility Commission*

Proposers must currently be in good standing with the Idaho Public Utility Commission

#### *07.02.06 Assignment Of Contract Or Sub-Contracts*

The Contractor may not sub-contract any part of this Contract without prior consent of the Administrator, Division of Purchasing within the Department of Administration and the Director of the Idaho Department of Corrections. Contractor will provide copies of all subcontracts to the Administrator of Institutional Services.

#### *07.02.07 No Obligation to Buy*

State of Idaho reserves the right to refrain from contracting with any vendor or to contract only for any part(s) of the proposed systems and services.

#### *07.02.08 Proprietary Information*

Any information contained in the proposal, which the Proposer feels, should be considered proprietary must be clearly designated. Marking of the entire proposal as proprietary will be neither accepted nor honored. No information submitted as part of the proposal will be returned.

#### *07.02.09 Multiple Proposals*

Multiple proposals are permitted but the State prefers that each Proposer submit its single best offering. If the Proposer believes the scope, requirements or terms and conditions in the RFP are not in the best interest of the State as presented, the Proposer is obligated to raise these points during the Proposer questions period.

#### *07.02.10 Proposal Property of State of Idaho*

All materials submitted in response to this request become the property of State. Selection or rejection of a response does not affect this right.

#### *07.02.11 Cost of Preparing Proposals*

The State is not liable for any costs incurred by Proposers in preparing or presenting proposals and demonstrations in response to this RFP.

#### *07.02.12 Employment*

The Contractor will not engage the services of any person or persons now employed by the state, including any department, commission or board thereof, to provide services relating to this agreement without the written consent of the employer of such person or persons and of the IDOC.

#### *07.02.13 Hold Harmless*

The Contractor will indemnify and save harmless the state and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any person or property resulting from the operations of the Contractor, or any of its Vendors, in prosecuting work under this agreement.

### 07.03 Independent Contractor

Contractor shall act as an independent contractor insofar as the performance of services hereunder is concerned. To that end, Contractor shall employ, direct and/or contract with such personnel as it requires to perform said services; shall secure any and all permits that may be required in order to perform the services herein contemplated; shall exercise full and complete authority over its employees; shall comply with the Worker's Compensation, employer's liability and other Federal, State, County and Municipal laws, ordinances, rules and regulations required of an employer performing services as herein contemplated; and shall make all reports and remit all withholding or other deductions from the compensation paid its personnel as may be required by any Federal, State, County or Municipal law, ordinance, rule or regulation. Neither Contractor nor any person employed by the Contractor to perform services under this agreement shall be deemed to be an agent or employee of the Idaho Department of Correction. Further, neither Contractor nor any employees of the Contractor shall be entitled to participate in any retirement or pension plan, group insurance program, or other programs designed to benefit employees of the State of Idaho Department of Correction.

#### 07.04 Assignment Of Contract Or Sub-Contracts

The Department intends to make a single award to a prime contractor for this service. The prime contractor will have complete responsibility for the performance of all aspects of this contract, including portions provided by subcontractors. The prime contractor will be responsible for total contract compliance and performance whether or not subcontractors are used.

The Contractor may assign this Contract with prior written consent of the Department of Administration and the Director of the Idaho Department of Correction. Sub-contractors must be specified in the proposal and in the event of the award, will be required to abide by all terms and conditions of the contract

##### *07.04.01 Assignment Of Contractor Staff*

Each institution/center has the sole right to allow or not allow any Contractor employee to enter and work in its facilities. Contractors will be required to provide whatever information about employees is requested by the institution/center, and to replace any employee at the direction of the institution/center.

Contractor, its employees and others acting under its direction or control and independent contractors, shall at all times observe and comply with all applicable rules and regulations of the Department that are generally applicable, now existing or hereafter adopted, respecting operations and activities in and about property occupied by the Department.

##### *07.04.02 Subcontractors*

Describe in detail the relationship between the prime and all subcontractors, including the nature of the formal agreements between the parties, and the division of roles and responsibilities within the combined organization that will be providing service to the State. Describe the length of these relationships and how the subcontractors factor into the overall support being offered the Department.

#### *07.04.03 Background Investigation*

All Contractor employees and subcontractors must pass a background investigation conducted by the Department or its designee to be eligible for engagement by the Contractor within Department facilities. The Department will charge the Contractor actual cost for each background check it conducts for the Contractor. Such investigation shall be the equivalent of investigations required of all Department personnel.

#### 07.05 Contract Term

The initial contract term will be two (2) years from the date of award, with the option for three (3) additional one- (1) year extensions.

#### 07.06 Acknowledgement Of Addenda

All contractors shall acknowledge receipt of any addenda to this request. Addenda shall be signed by the contractor and included with the contractor's proposal. Failure to acknowledge receipt of any addenda may render the proposal to be non-responsive.