



State of Idaho A0000000011
Idaho Division of Purchasing
5569 Kendall
PO Box 83720
Boise ID, 83720-0075

Invitation to Bid
Amendment 05
([Click to Review Prior Amendment Reasons](#))

Mon Oct 29 08:41:19 GMT-0800 (PST) 2001

ScrollDown

RFB Nbr: ITB01163
Reference Number: CORR

Requisition Nbr: REQ01467
Document Nbr: PREQ1881

RFB Amendment Change Bid Opening Date, Ammend test of RFP and answer questions
Reason: submitted by bidders by attachment.

RFB Date of Issue:
MON OCT 29, 2001 09:39:17 AM MST

RFB CLOSING (Due) Date:
Thu Nov 15 14:00:00 GMT-0800 (PST) 2001

Delivery Point: CORR

Name 1: Dept of Corrections
Name 2:
Name 3:

Address 1: 1299 N Orchard, Suite 110
Address 2:
City, State & Zip: Boise, ID 83706

Contact Person: LYLE GESSFORD

Phone Nbr: 208.327.7115
Email Address: lgessfor@adm.state.id.us

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Buyer: LYLE D. GESSFORD

Phone Nbr: 208.327.7115
Email Address: lgessfor@adm.state.id.us

Fax Nbr: 208.327.7320

- InmatePhoneRFP.doc
- Inmateattach1.doc

RFB FILE
ATTACHMENTS
8 file(s) found.

- Inmateattach2.xls
- Inmateattach3.xls
- TourItinerary.doc
- TourItinerary2.rtf
- Inmateattach4.xls
- ITB01163QA.rtf

SPECIAL INSTRUCTIONS

- 1:** **STANDARD TERMS AND CONDITIONS:** The State's Conditions & Instructions to Vendors are hereby incorporated by reference into this solicitation as if set forth herein in their entirety, and are located on the Internet at www2.state.id.us/adm/purchasing. The Conditions & Instructions to Vendors shall apply to this solicitation and the State of Idaho Standard Contract Terms & Conditions shall apply to any contract resulting from this solicitation. Failure by any submitting vendor to obtain a copy of such shall in no way constitute or be deemed a waiver by the State of either document, or any part of them. No liability will be assumed by the Division of Purchasing for a submitting vendor's failure to consider the Terms & Conditions in its response to the solicitation.

- 2:** The undersigned hereby offers to sell to the State of Idaho the specified property and/or services, if this quotation, bid, or proposal (response) is accepted within a reasonable time from the date of closing, at the price shown in our response and under all the terms and conditions contained in, or incorporated by reference into the State of Idaho's solicitation. Submission of a response to the State of Idaho constitutes and shall be deemed an offer to sell to the State of Idaho the specified property and/or services at the price shown in the response and under the State's Terms and Conditions. As the undersigned, I also certify I am authorized to sign this response for the submitting vendor and the response is made without connection with any person, firm, or corporation making a response for the same goods and/or services and is in all respects fair and without collusion or fraud.

- 3:** **INSURANCE:** Within five days of notification of award, the apparent successful bidder will provide certificates of the insurance required by the specifications naming the State of Idaho as co-insured and will maintain the insurance during the life of the contract. There will not be provisions for exceptions to this requirement. Failure to provide the certificates of insurance within the 5 day period may be cause for your bid to be declared non-responsive.
1. Worker Compensation Insurance in amounts as required by statute.

2. General Liability Insurance in the amount of \$500,000.

The certificate must contain a provision that the insurer will not cancel or refuse to renew the policy, or change in any material way without 30 days prior written notice by certified or registered mail, receipt requested.

4:

BEST AND FINAL OFFERS: The State may, at its sole option, either accept a bidders initial proposal by award of a contract or enter into discussions with bidders whose proposals are deemed to be reasonably susceptible of being considered for award. Bidders should submit their best proposals initially as there is no guarantee the State will conduct discussions. During the initial evaluation process, bidders proposals deemed incapable of meeting the scope and needs of the RFP in a satisfactory manner may be removed from further consideration during any best and final offer phase. During the evaluation phase and any discussions conducted, adequate procedures will be used to ensure that the contents of the bidders proposals are kept under strict security and disclosure of any information from competing proposals is prohibited. If discussions are deemed necessary, they may be used to determine in greater detail the bidders qualifications, explore with the bidder the scope and nature of the project, determine that the bidder will make available the necessary personnel and facilities to perform within the required time, or discuss compensation which is fair and reasonable. The primary purpose of any such discussions will be for clarification to assure full understanding of, and responsiveness to, the solicitation requirements. The State will schedule a time for the discussions and provide a date and time for receipt of best and final offers. If during discussions there is a need for clarification or change of the RFP it shall be amended to incorporate such clarification or change. Bidders will be accorded fair and equal treatment with respect to any opportunity for discussions and revisions of proposals. If the bidder does not submit a notice of withdrawal or a best and final offer, once a date and time has been established for receipt of best and final offers, the bidders initial or immediate previous offer will be construed as its best and final offer.

Vendors submitting response to this RFP must download the RFP document with all attachments and respond to the Division of Purchasing no later than the stated date and time. Responses must be in hard copy and signed with original signature, in ink.

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NEGOTIATIONS: The State may, following receipt and evaluation of bids or proposals and any allowed Best and Final Offer procedures, negotiate with the apparent low responsive and responsible bidder. Prior to authorizing negotiations the Administrator, Division of Purchasing, shall determine in writing that negotiations may be in the best interest of the State. In addition to any other negotiation criteria described in the specifications, the

State may, for example, negotiate to ensure the vendor has a clear understanding of the scope of work required and requirements that must be met, ensure that the vendor will make available the required personnel and facilities to satisfactorily perform the contract, or agree to any clarifications regarding scope of work or other contract terms. During negotiation, adequate procedures will be used to ensure that disclosure of any information, including price, from competing proposals is not revealed. If negotiations are unsuccessful, they shall formally be terminated and the State may undertake negotiations with the next ranked vendor.

RFB Terms:

Discount Terms:
 .0
example: 5.25% = .0525

Terms Text:

example: 5.25% / 30 net 31 days = 30 net 31

Note: Discount and Terms pertain to each item on this Request for Bid.
Changing the amount changes it for ALL items previously submitted.

RFB Items:

Item Number:	RFB Nbr: B2001001163
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Last Award(*INFORMATION AVAILABLE WITH PRODUCTIVITY SERVICE*)

Terms: Quantity: UOM: Price: \$

Awarded To: Date:

Quantity: **Unit of Measure:** **Commodity Code:**

 5 YEAR 915-77-

Description:
Inmate Phone Service Dept of Correction

Item 001
Response

Unit Price in US DOLLARS and CENTS: \$

Changes to the Inmate Phone RFP.

The RFP Closing (DUE) Date is changed to 2:00 PM MST, November 15, 2001. All bids must be received and date/time stamped on or before that date and time. All bids are to be received at the State of Idaho, Division of Purchasing, 5569 Kendall Street, Boise, Idaho 83706-1231.

Add at the end of section 5.3.23 the following paragraph,
INSURANCE: Within five (5) days of notification of award, the apparent successful bidder will provide certificates of the insurance required by the specifications naming the State of Idaho as co insurers and will maintain the insurance during the life of the contract. There will not be provisions for exceptions to this requirement. Failure to provide the certificates of insurance within the five (5) day period may be cause for your bid to be declared non-responsive.

1. Worker Compensation Insurance in amounts as required by statute.
2. General Liability Insurance in the amount of \$500,000.

The certificate must contain a provision that the insurer will not cancel or refuse to renew the policy, or change in any material way the thirty (30) days prior written notice by certified or registered mail, receipt requested.

In section 5.1 Contract Term, change the paragraph to read "The initial contract term will be three (3) years from the date of award, with the option for three (3) additional one (1) year extensions.

In section 3.6.3.1 "Selective Listening/Recording/Playback"

Delete bullet statement 5, "*CWC Inmate phones must have the same capabilities as the Inmate phone system for the Institutions, with the exception of monitoring and recording. These functions will not be required at the CWC's.*"

In section 7.1.1 "Department Priorities" paragraph 6, change the last sentence to read "There will be only one set of rates for the entire Inmate Phone System for Institutions. Add the following sentences "*Submit your proposed rates for calls at CWCs. These rates will not be used in scoring this RFP.* The rates for CWCs may be changed at any time during the contract, with the approval of the IDOC."

Delete the entire section 3.3.4.2 *Inmate Database – 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 not 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. Presently the ICC is the only location using Allowed Call Lists.

Describe your inmate database functions and the entire process of administering the database in detail. How many authorized numbers per inmate will be included? Can some locations bypass the inmate database while others use it? Does the system use speed calling?"

In section "3.5.2 Functions Controllable by Institution"

Delete bullet statement 4, "Allowed Call Lists."

Delete 5.3.21. Liquidated Damages

Section 7.1. Cost Basis, section 7.1.1 paragraph 5. Change to read as follows
"These rates will be fixed for the initial term (thirty six months) of the contract.

Inmate Phone RFP Questions and Answers

1.5.1 Evaluation Categories and Weights

Evaluation Criteria:

Section 7, Price: 600 points

1. Question: What is the basis for awarding points for the Price category?

Answer: The price is based on the calling rates for institutions.

2. Question: Can vendors submit a separate call cost for the CWCs? Per our discussion at the pre-bid meeting, it is impossible to guarantee the single rate when residents of the CWCs are allowed to purchase calling cards which bypass the vendor's lines.

Answer: Yes, submit separate call rates for each CWC. Call rates established for CWCs will not be considered for cost evaluation.

3. Will the PIN requirement for CWCs be removed from the bid?

Answer: Yes, there is no PIN requirement for CWC Inmates.

Functional and Technical Requirements

4. Question: Specific call set-up requirements are specified that may result in the elimination of one or more call control vendors. These requirements do not appear to be necessary to the ID DOC's bid requirement. Can they be modified to be a more generally accepted version of the same feature?

Answer: Yes, please detail in your proposal.

5. Question: "Options of communicating in either English or Spanish, as selected by the called party" – generally the language is selected by the calling party.

Answer: The Calling party will select the language.

6. Question: "Option to bypass the calling rates function by being prompted to dial a single digit" – normally, the called party is either automatically played the rate or given the option to hear the rates by dialing a single digit. What does the IDOC require?

Answer: The called party must be automatically played the rates. After this message, they can be told in the future to dial a single digit to bypass the calling rate message.

7. Follow up question: Would it be acceptable to play the rate at every call?

Answer: Yes, please detail this in your proposal.

3.2.2. 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. Further, the network must provide at least P.005 Grade of Service during any month across all types of calls.

8. Question: The public switched network is only held to a standard of P.01 grade of service (although this standard is routinely surpassed). How can the ID DOC hold inmate vendors to a higher standard than the network on which the equipment performance relies?

Answer: We can't. A standard of GOS of at least .01 is required.

Authorized Calls By Inmates

3.3.1. Collect, Outbound Calls Only

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

9. Question: Please explain the intent of "carry all inmate traffic via a "single network".

Answer: The system must be a facilities based inter-exchange carrier possessing its' own infrastructure.

10. Question: Does all inmate traffic have travel via a single network?

Answer: No, as long as it doesn't affect the service or rate. Please detail your plan in your proposal.

3.3.2.CWC Inmate 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.

3.3.3.Blanket Restrictions

"Wild-Card Numbers" – allowing all callers to dial specific, approved telephone numbers regardless of location or any other restrictions. Although any offender call these numbers, the calls are still subject be being recorded and monitored and will appear in call detail recordings.

11. Question: Please explains "wild card numbers" with an example. The explanation associated with this phrase is not the typical use of "wild card".

Answer: A wild-card number is a phone number that for some reason you would want all inmates to have access to.

12. Follow up Question: Can speed dial numbers be used for this?

Answer: Yes.

3.3.4.Specific Authorizations

3.3.4.3.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.

13. Question: Please clarifies this first sentence. If there is no inmate PIN in use (is this what is meant by "inmate database?"), how is it possible to block calls "by specific identifiers"?

Answer: A PIN or other identifier will be used for all Inmates.

3.4.Acceptance of Calls By Called Parties

3.4.4.Bilingual Announcements

Inmate and called parties must be able to select the use of Spanish or English for all announcements.

14. Question: Does this imply that one party might hear one language and the other a different language? Typically, both the called and calling party hear the same language for the prompts.

Answer: The language will be the same for both parties.

3.7 Options

3.7.1.Phone Cards

The proposal must present the department an option of Inmate Telephone cards for institutions. This will be exclusive of the telephone cards required for the CWCs.

15. Question: What kind of phone cards are allowed at the CWCs?

Answer: Phone cards that can be purchased at places such as Albertsons, the post office , and any other vendor that is approved by the work center management.

Support Requirements

4.6.2.Consulting

Contractor will provide additional consulting services to the Department of individual site regarding inmate telephone service, as requested.

16. Question: What is meant by the definition of consulting service? Would services be limited to DOC inmate system only?

Answer: The IDOC Inmate phone system only.

17. Question: Attachment 1: Is the revenue represented on this attachment a full year view or some other period? If this is the total annual revenue from this account, the franchise fee specified represents a 64% commission at today's rate. Is this a valid assumption?

Answer: A new attachment has been added with all of the call data.

18. Question: Attachment 2: ICC is indicated on the attachment as a CCA facility. Typically, CCA procures their own inmate call control equipment. Please confirm that ID DOC intends to include this CCA facility in the requirement for this bid and no other payment than the franchise fee indicated will be required to the CCA facility.

Answer: ICC is a State of Idaho Owned facility. It is part of the current Inmate Phone Contract and will be a part of this contract.

1.1.3 Project Background: The RFP states "This includes providing...and in some cases international calling." In Section 3.3.3, Blanket Restrictions the RFP states, "The system must be able to establish blanket restrictions for all calls in the institution including but not limited to the following: International calls."

Question: Will the state please clarify whether international collect calls will be allowed or blocked?

Answer: International calls will be must be available for each institution.

19. Question: 1.1.3 Project Background: Please further define "network-based call detail recording" as described in paragraph 1.

Answer: Each institution has premise-based ability to access call detail recording and is equipped to do "real-time" call monitoring and records all calls (other than properly placed attorney calls) which originate on their system.

20. Question: 1.1.3 Project Background: Please further describe the type of Attorney number database that is required by the State and the vendor's administrative requirements. Will the vendor be responsible for verification of Attorney number(s)?

Answer: T-NETIX has a database of all attorneys in the area, and when someone requests an add, that number is verified by T-NETIX and then added to the attorney list. Then the database is store in the T-NETIX system so that calls aren't recorded and are free for local attorney calls. Vendors do not have to verify Attorney numbers.

21. Question: 1.1 Purpose and Scope: Does the State currently have any new facilities planned for construction? If yes, what is the projected time frame?

Answer: The IDOC is planning to construct a new CWC in north Idaho. Construction could start next year. An addition of 400 beds to PWCC is in the early planning stages. Construction is years away.

22. Question: 1.1 Purpose and Scope: Because most vendors file an FCC Tariff for InterState rates and this tariff is reviewed and approved by the FCC, will the State consider amending it's base term fixed rate requirement to include Local, IntraLata and InterLata/IntraState rates only?

Answer: No.

23. Question: Purpose and Scope: With regard to the additional CWC facilities that will be added to the contract, Twin Falls and East Boise, will the State please provide calls and minutes of use?

Answer: The information we have available to us is for the last 90 days at East Boise. Total minutes: 55,867 Est. number of calls 7,373.

24. Question: Is the existing inmate telephone station cabling currently in good condition and good working order?

Answer: Yes

25. Question: Do any of the correctional institutions or CWCs have any known existing inmate telephone cabling related quality issues such as rf noise, ground hum or static? If yes, please identify those facilities and the extent of the problem.

Answer: None have a history of this problem.

26. Question: 3.1.3 TDD: will tdd calls be required to be processed through the call control system? Is live operator access available to users of the TDD platform? Does the state have any restrictions to the platform?

Answer: No, just provide the TDD phones.

27. Question: 3.1.6 privacy and noise control: does the state require inmate telephones to be equipped with volume control?

Answer: Yes.

28. Question: 3.3.4.4 Attorney Calls: Will the state accept additional digits dialed for Attorney calls rather than selective allow for 3way calling?

Answer: Yes, please detail it in your proposal.

29. Question: 3.3.5.2 Which facilities and/or existing inmate telephone locations do not currently have manual cut-off switches?

Answer: None

30. Question: 3.6.3 Monitoring and recording requirements: with regard to bullet item 3, please confirm that the state does not expect the capability to monitor all phones simultaneously but does want capability to record all phones simultaneously.

Answer: This is correct.

31. Question: 4.2.7 Initial Training: Does the State expect classroom type training for the general inmate population, complete with Certificates of completion?

Answer: List in your proposal the type of training you will provide.

32. Question: Section 3.1.1 Will the incumbent vendor be required to replace the existing inmate telephones should the contract be awarded to the incumbent?

Answer: Yes

33. Question: Section 3.1.4 Will the incumbent vendor be required to replace the existing ITS equipment with new equipment as described in this section should the contract be awarded to the incumbent?

Answer: Yes

34. Question: Section 3.2.2 Will the state clarify the meaning of the phrase "simultaneous service"? Does this statement preclude line concentration and if so will the P.005 GOS requirement be removed?

Answer: No, line concentration may be used if it can be demonstrated that the Inmate phone service is not adversely affected.

35. Question: Section 3.3.4 Will PINs be used at any or all facilities?

Answer: PINs will be used at all locations.

36. Question: Section 3.3.4.4 There is considerable risk of fraud to allow inmate calls to be transferred by a secretary, or anyone. Would the state consider removing this requirement?

Answer: Yes, please list your alternative in your proposal.

37. Question: Section 3.3.1 Does the state intend to set up a debit calling system for inmates during the life of this contract?

Answer: This IDOC may use a debit card system, vendors should submit this as an option.

38. Question: 3.1.3: How many TDD's (number of units) are required today and where?

Answer: Three (3), SAWC, ISCI, and IMSI

39. Question: How many phones are coin phones and where are they located?

Answer: All of the CWC's, See attachments.

40. Question: Is IMSI considered the "Central Site"?

Answer: No, each institution has a Central Location where monitoring is required (i.e. control room).

41. Question: 3.6.4 Does the DOC require a separate monitoring site anyplace other than the "Central Site"?

Answer: Each institution must have monitoring capabilities at one location, usually in the control room.

42. Question: 1.2 Where is the Central Control Location? (City, Facility if any)

Answer: The IDOC Central Office is located in Boise, at 1299 North Orchard, each facility has a control room.

43. Question: 3.3.4 Are PINs entered from the Central Control Location?

Answer: Currently PINs are only used at ICC. ICC loads these in the investigators office. The new RFP requires the vendor to load the PINs.

44. Question: 3.6.4 Will there be investigators located at the Central Control Location? How Many?

Answer: There is currently one investigator located at the IDOC Central Office, each facility has their own investigator(s).

45. Question: 3.1.7 Is recording required at every facility?

Answer: Yes, with the exception of CWCs.

46. Question: 3.1.7 How many days should recorded calls be stored online?
(30, 60, 90, 180...)

Answer: 60 Days. The Department must be able to copy and store these records at the Department expense.

47. Question: 3.2.1 What is the average call duration for the facilities?
(15 min., 20, 30...)

Answer: See the attachments.

48. Question: 3.1.7 Will live monitoring be required from the Central Control Location?

Answer: No. It may be offered in your proposal, but it is not required.

49. Question: 3.6.4 How many live monitoring stations are requested for each facility?

Answer: One.

50. Question: Will more Inmate phones be required at NICI?

Answer: Yes, a total of 21 operational Inmate phones will be required.

5.3.15. 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.

51. Question: Is the State going to charge the Vendor for background checks for all contractors or only checks specifically requested by the Vendor? What is the cost of the State background checks ?

Answer: All contractor employees who will be working at any IDOC facility will require an IDOC background check. Currently these cost

approximately \$10.00. In the very near future, finger printing and an FBI check will be required. When these check become mandatory, the cost will be approximately \$50.00.

Section 5.3.23 - Letter of Intent -

RFP states: 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.

52. Question: Would a performance bond satisfy the state's intent in this requirement? If so, please provide the bond amount required by the State. If not, will the state please provide clarification on what type of letter is needed?

Answer: 5.3.23 Letter of Intent, is a convenience to all bidders allowing them the capability of guaranteeing the state that the required amounts of insurance are either already in place by some sort of blanket policy or they can in fact be obtained upon award of a contract. The actual minimum requirements for insurance were inadvertently omitted from the RFP and will be added with the addendum answering the questions ask. A performance bond will not be accepted in leu of either the actual insurance or letter stating that the bidder can obtain the required insurance.

53. Question: Are all attorney calls free?

Answer: Only local attorney calls.

54. Question: Is the State going to charge the Vendor for background checks for all contractors or only checks specifically requested by the Vendor? What is the cost of the State background checks?

Answer: All contractor employees who will be working at any IDOC facility will require an IDOC background check. Currently these cost approximately \$10.00. In the very near future, finger printing and an FBI check will be required. When these check become mandatory, the cost will be approximately \$50.00.

55. Question: Would it be acceptable to offer an alternative to requirements of the RFP?

Answer: Yes, first list your response to the requirement, and than list your alternative, but you must answer the requirement.

56. Question: What is the number of Inmates processed through RDU on an average month?

Answer: 280 a month.



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Invitation to Bid

Amendment 04

([Click to Review Prior Amendment Reasons](#))

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RFB Nbr: ITB01163
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Requisition Nbr: REQ01467
 Document Nbr: PREQ1881

RFB Amendment Add additional calling information as attachment. Add "Best and Final" Reason: clause. Add "Negotiation Clause".

RFB Date of Issue:
 THU OCT 04, 2001 08:10:48 AM MST

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Name 1: Dept of Corrections

Address 1: 1299 N Orchard, Suite 110

Name 2:

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Name 3:

City, State & Zip: Boise, ID 83706

Contact Person: LYLE GESSFORD

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Email Address: lgessfor@adm.state.id.us

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RFB FILE
 ATTACHMENTS
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RFB Items:

Item Number:

RFB Nbr: B2001001163

Last Award(*INFORMATION AVAILABLE WITH PRODUCTIVITY SERVICE*)

Terms: Quantity: UOM: Price: \$

Awarded To: Date:

Quantity:
5

Unit of Measure:
YEAR

Commodity Code:
915-77--

Description:

Inmate Phone Service Dept of Correction

**Item 001
Response**

Unit Price in US DOLLARS and CENTS: \$ _____



Comments: _____

Upload a File:

Upload / Manage RFB attachments as is required by relicking.

[Print](#)

[Submit Response](#)

2000 IDAHO DOC INMATE PHONE MESSAGES AND MINUTES

	MESSAGES	MINUTES
LOCAL	209,442.00	4,098,760.00
INTRALATA	85,866.00	143,296.10
INTERLATA	61,379.00	704,152.00
INTERSTATE	86,256.00	1,033,172.00
INTERNATIONAL	751.00	11,592.00

*Additional Information regarding total traffic by call and time for the year 2000.



State of Idaho A00000000011
Idaho Division of Purchasing
5569 Kendall
PO Box 83720
Boise ID, 83720-0075

Invitation to Bid

03

Fri Sep 14 09:24:58 GMT-0700 (gmt) 2001

ScrollDown

RFB Nbr: ITB01163
Reference Number: CORR

Requisition Nbr: REQ01467
Document Nbr: PREQ1881

As a result of the terrorist incident on the east coast, the bid closing date is
RFB Amendment extended to November 1, 2001 and the tour and prebid conference
Reason: schedule is change as reflected in the new attachment (TourItinery2.doc)
of this RFB document.

RFB Date of Issue:
FRI SEP 14, 2001 10:22:07 AM MST

RFB CLOSING (Due) Date:
Thu Nov 01 17:00:00 GMT-0700 (gmt) 2001

Delivery Point: CORR

Name 1: Dept of Corrections
Name 2:
Name 3:

Address 1: 1299 N Orchard, Suite 110
Address 2:
City, State & Zip: Boise, ID 83706

Contact Person: LYLE GESSFORD
Phone Nbr: 208.327.7115
Email Address: lgessfor@adm.state.id.us

Fax Nbr: 208.327.7320

Buyer: LYLE D. GESSFORD
Phone Nbr: 208.327.7115
Email Address: lgessfor@adm.state.id.us

Fax Nbr: 208.327.7320

InmatePhoneRFP.doc

RFB FILE
ATTACHMENTS
6 file(s) found.

- Inmateattch1.doc
- Inmateattach2.xls
- Inmateattach3.xls
- TourItinerary.doc
- TourItinerary2.rtf

SPECIAL INSTRUCTIONS

- 1: **STANDARD TERMS AND CONDITIONS:** The States Conditions & Instructions to Vendors (trBASECstdBidTrms.doc - Rev 7/1/01) are hereby incorporated by reference into this solicitation as if set forth herein in their entirety. The States Conditions & Instructions to Vendors and the State of Idaho Standard Contract Terms & Conditions are located on the Internet at www2.state.id.us/adm/purchasing or by contacting the Division of Purchasing at 208-327-7465 to obtain a copy. Failure by any submitting vendor to obtain a copy of such from the internet or from the Division of Purchasing shall in no way constitute or be deemed a waiver by the State of either the Conditions & Instructions to Vendors or the State of Idaho Standard Contract Terms & Conditions, or any part of them. The Conditions & Instructions to Vendors shall apply to this solicitation and the State of Idaho Standard Contract Terms & Conditions shall apply to any contract resulting from this solicitation. No liability will be assumed by the Division of Purchasing for a submitting vendors failure to obtain the Terms & Conditions in a timely manner for use in the submitting vendors response to this solicitation or any other failure by the submitting vendor to consider the Terms & Conditions in its response to the solicitation.

- 2: The undersigned hereby offers to sell to the State of Idaho the specified property and/or services, if this quotation, bid, or proposal is accepted within a reasonable time from the date of closing, at the price shown in our quotation, bid, or proposal and under all the terms and conditions contained in, or incorporated by reference into the State of Idahos solicitation. The State of Idaho Standard Contract Terms and Conditions are located on the internet at the Idaho Division of Purchasing web site at: <http://www2.state.id.us/adm/purchasing> or are available through contact to the Division office at 208-327-7465. Submission of a quotation, bid, or proposal to the State of Idaho constitutes and shall be deemed an offer to sell to the State of Idaho the specified property and/or services at the price shown in the quotation, bid, or proposal and under the States Terms and Conditions. As the undersigned, I also certify I am authorized to sign this quotation, bid, or proposal for the submitting vendor and the quotation, bid, or proposal is made without connection with any person, firm, or corporation making a quotation, bid, or proposal for the same goods and/or services and is in all respects fair and without collusion or

fraud.

3:

Vendors submitting response to this RFP must download the RFP document with all attachments and respond to the Division of Purchasing no later than the stated date and time. Responses must be in hard copy and signed with original signature, in ink.

RFB Terms:

Discount Terms:

.0

example: 5.25% = .0525

Terms Text:

example: 5.25% / 30 net 31 days = 30 net 31

Note: Discount and Terms pertain to each item on this Request for Bid. Changing the amount changes it for ALL items previously submitted.

RFB Items:

Item Number:

RFB Nbr: B2001001163

Last Award(*INFORMATION AVAILABLE WITH PRODUCTIVITY SERVICE*)

Terms: Quantity: UOM: Price: \$

Awarded To: Date:

Quantity:
5

Unit of Measure:
YEAR

Commodity Code:
915-77--

Description:

Inmate Phone Service Dept of Correction

Item 001
Response

Unit Price in US DOLLARS and CENTS: \$

Inmate Telephone System ITB 01163
Site Tours & Pre-Bid Conference
September 17 through September 21, 2001

Tim Higgins of the Division of Prisons will provide escort for vendors into the correctional facilities and will guide the tours. Please FAX or e-mail him a list of all individuals who plan on attending no later than September 12, 2001. There are no airports in many of the cities where the facilities are located. Sufficient time has been allotted to allow vendors to drive between the tour sites. A list of hotels has been provided in the areas where the tours will take place for your convenience.

Monday, October 15, 2001

1030 – 1130 hours

Site tour – Twin Falls Community Work Center (CWC-T)
(516 Washington Street South, Twin Falls (208) 736-3095)

1400 – 1600 hours

Site tour - Pocatello Women's Correctional Center (PWCC)
(1451 Fore Road, Pocatello (208) 236-6360)

Tuesday, October 16, 2001

0900 – 1000 hours

Site tour – Idaho Falls Community Work Center (CWC-IF)
(3955 Bombardier Ave, Idaho Falls (208) 525-7143)

1200 – 1300 hours

Site tour – St. Anthony Work Camp (SAWC)
(125 North 8th West, St. Anthony (208) 624-3775)

Wednesday, October 17, 2001

1400 – 1600 hours

Site tour – North Idaho Correctional Institution (NICI)
(Star Route #3, Cottonwood (208) 962-3276)

Thursday, October 18, 2001

0830 – 1130 hours

Site tour – Idaho Correctional Institution – Orofino (ICI-O)
(Hospital Drive North #23, Orofino (208) 476-3655)

Friday, October 19, 2001 *(All Sites Co-located on Pleasant Valley Road, Boise)*

0800 – 0930 hours

Site tour – Idaho Maximum Security Institution (IMSI)

0930 – 1100 hours

Site tour – South Idaho Correctional Institution (SICI)

1100 – 1230 hours

Site tour – Idaho State Correctional Institution (ISCI)

1300 – 1700 hours

Pre-Bid Conference Session (ISCI Conference Room)

Points of Contact:

Tim Higgins
Division of Prisons
Work (208) 658-2068
FAX (208) 327-7456
thiggins@corr.state.id.us

Tom Brock
Institutional Services
Work (208) 658-2193
FAX (208) 327-7404
tbrock@corr.state.id.us

Pocatello Area Hotels

Ameritel Hotel
1440 Bench Road
Pocatello, ID 83201
(208) 234-7500

Holiday Inn
1399 Bench Road
Pocatello ID 83201
(208) 237-1400

Best Western Cotton Tree
1415 Bench Road
Pocatello, ID 83201
(208) 237-7650

Super 8 Hotel
1330 Bench Road
Pocatello, ID 83201
(208) 234-0888

Comfort Inn
1333 Bench Road
Pocatello, ID 83201
(208) 237-8155

West Coast Hotel
1555 Pocatello Creek Road
Pocatello Idaho 83201
(208) 233-2200

OROFINO AREA HOTELS

Helgeson Place
Orofino Idaho
(208) 476-5729

Super 8 Hotel
Grangeville Idaho
(208) 983-1002

Konkelville
Orofino Idaho
(208) 476-5584

Monty's Motel
Grangeville Idaho
(208) 983-2500

White Pines
Orofino Idaho
(208) 476-7093

Red Lion
Lewiston Idaho
(208) 799-1000

Boise Area Hotels

Ameritel Hotel
Town Square 7965 Emerald
(208) 378-7000

Double Tree
1800 Fairview Ave.
(208) 344-7691

Best Western Vista Inn
2645 Airport Way
(208) 336-8100

Quality Inn Airport Suites
2717 S. Vista Ave.
(208) 343-7505

Courtyard by Marriott
222 Broadway Ave
(208) 331-2700

Shilo Inn (Airport)
4111 Broadway Ave
(208) 343-7662



State of Idaho A0000000011
 Idaho Division of Purchasing
 5569 Kendall
 PO Box 83720
 Boise ID, 83720-0075

Invitation to Bid

02

Mon Sep 10 11:36:23 GMT-0700 (PDT) 2001

ScrollDown

RFB Nbr: ITB01163
 Reference Number: CORR

Requisition Nbr: REQ01467
 Document Nbr: PREQ1881

RFB Amendment Change RFB Closing Date from Sep 27, 2001 to October 11, 2001 @ 2:00
 Reason: PM MDT.

RFB Date of Issue:
 MON SEP 10, 2001 12:00:00 AM MDT

RFB CLOSING (Due) Date:
 Thu Oct 11 00:00:00 GMT-0700 (PDT) 2001

Delivery Point: CORR

Name 1: Dept of Corrections

Address 1: 1299 N Orchard, Suite 110

Name 2:

Address 2:

Name 3:

City, State & Zip: Boise, ID 83706

Contact Person: LYLE GESSFORD

Phone Nbr: 208.327.7115

Fax Nbr: 208.327.7320

Email Address: lgessfor@adm.state.id.us

Buyer: LYLE D. GESSFORD

Phone Nbr: 208.327.7115

Fax Nbr: 208.327.7320

Email Address: lgessfor@adm.state.id.us

RFB FILE
 ATTACHMENTS
 5 file(s) found.

- InmatePhoneRFP.doc
 - Inmateattch1.doc
 - Inmateattach2.xls
 - Inmateattach3.xls
 - TourItinerary.doc
-

SPECIAL INSTRUCTIONS

- STANDARD TERMS AND CONDITIONS: The States CONDITIONS AND INSTRUCTIONS TO VENDORS (trBASECstdBidTrms.doc - Rev 7/1/01) are hereby incorporated by reference into this solicitation as if set forth herein in their entirety. The States CONDITIONS AND INSTRUCTIONS TO VENDORS and the STATE OF IDAHO STANDARD CONTRACT TERMS AND CONDITIONS are located on the Internet at <http://www2.state.id.us/adm/purchasing> or by contacting the Division of Purchasing at 208-327-7465 to obtain a copy. FAILURE BY ANY SUBMITTING VENDOR TO OBTAIN A COPY OF SUCH FROM THE INTERNET OR FROM THE DIVISION OF PURCHASING SHALL IN NO WAY CONSTITUTE OR BE DEEMED A WAIVER BY THE STATE OF EITHER THE INSTRUCTIONS AND CONDITIONS TO VENDORS OR THE STATE OF IDAHO STANDARD CONTRACT TERMS AND CONDITIONS, OR ANY PART OF THEM. The CONDITIONS AND INSTRUCTIONS TO VENDORS shall apply to this solicitation and the STATE OF IDAHO STANDARD CONTRACT TERMS AND CONDITIONS shall apply to any contract resulting from this solicitation. NO LIABILITY WILL BE ASSUMED BY THE DIVISION OF PURCHASING FOR A SUBMITTING VENDORS FAILURE TO OBTAIN THE TERMS AND CONDITIONS IN A TIMELY MANNER FOR USE IN THE SUBMITTING VENDORS RESPONSE TO THIS SOLICITATION OR ANY OTHER FAILURE BY THE SUBMITTING VENDOR TO CONSIDER THE TERMS AND CONDITIONS IN ITS RESPONSE TO THE SOLICITATION.**
- 1:**

-
- The undersigned hereby offers to sell to the State of Idaho the specified property and/or services, if this quotation, bid, or proposal is accepted within a reasonable time from the date of closing, at the price shown in our quotation, bid, or proposal and under all the terms and conditions contained in, or incorporated by reference into the State of Idahos solicitation. The State of Idaho Standard Contract Terms and Conditions are located on the internet at the Idaho Division of Purchasing web site at: <http://www2.state.id.us/adm/purchasing> or are available through contact to the Division office at 208-327-7465.**
- 2:** **Submission of a quotation, bid, or proposal to the State of Idaho constitutes and shall be deemed an offer to sell to the State of Idaho the specified property and/or services at the price shown in the quotation, bid, or proposal and under the States Terms and Conditions. As the undersigned, I also certify I am authorized to sign this quotation, bid, or proposal for the submitting vendor and the quotation, bid, or proposal is made without connection with any person, firm, or corporation making a quotation, bid, or proposal for the same goods and/or services and is in all respects fair and without collusion or fraud.**
-



State of Idaho A00000000011
 Idaho Division of Purchasing
 5569 Kendall
 PO Box 83720
 Boise ID, 83720-0075

Invitation to Bid

01

Thu Aug 30 12:49:11 GMT-0700 (gmt) 2001

ScrollDown

Reference Number: CORR

Requisition Nbr: REQ01467

Document Nbr: PREQ1881

Reason: Bid Awarded. Bidder's Bid Conference and Tour Schedule attached as file.

RFB Date of Issue:
 THU AUG 30, 2001 01:47:48 PM MST

RFB CLOSING (Due) Date:
 Thu Sep 27 17:00:00 GMT-0700 (gmt) 2001

Delivery Point: CORR

Name 1: Dept of Corrections

Address 1: 1299 N Orchard, Suite 110

Name 2:

Address 2:

Name 3:

City, State & Zip: Boise, ID 83706

Contact Person: LYLE GESSFORD

Phone Nbr: 208.327.7115

Fax Nbr: 208.327.7320

Email Address: lgessfor@adm.state.id.us

Buyer: LYLE D. GESSFORD

Phone Nbr: 208.327.7115

Fax Nbr: 208.327.7320

Email Address: lgessfor@adm.state.id.us

RFB FILE
 ATTACHMENTS
 5 file(s) found.

- InmatePhoneRFP.doc
- Inmateattch1.doc
- Inmateattach2.xls
- Inmateattach3.xls
- TourItinerary.doc

SPECIAL INSTRUCTIONS

- 1:** **STANDARD TERMS AND CONDITIONS: The States CONDITIONS AND INSTRUCTIONS TO VENDORS (trBASECstdBidTrms.doc - Rev 7/1/01) are hereby incorporated by reference into this solicitation as if set forth herein in their entirety. The States CONDITIONS AND INSTRUCTIONS TO VENDORS and the STATE OF IDAHO STANDARD CONTRACT TERMS AND CONDITIONS are located on the Internet at <http://www2.state.id.us/adm/purchasing> or by contacting the Division of Purchasing at 208-327-7465 to obtain a copy. FAILURE BY ANY SUBMITTING VENDOR TO OBTAIN A COPY OF SUCH FROM THE INTERNET OR FROM THE DIVISION OF PURCHASING SHALL IN NO WAY CONSTITUTE OR BE DEEMED A WAIVER BY THE STATE OF EITHER THE INSTRUCTIONS AND CONDITIONS TO VENDORS OR THE STATE OF IDAHO STANDARD CONTRACT TERMS AND CONDITIONS, OR ANY PART OF THEM. The CONDITIONS AND INSTRUCTIONS TO VENDORS shall apply to this solicitation and the STATE OF IDAHO STANDARD CONTRACT TERMS AND CONDITIONS shall apply to any contract resulting from this solicitation. NO LIABILITY WILL BE ASSUMED BY THE DIVISION OF PURCHASING FOR A SUBMITTING VENDORS FAILURE TO OBTAIN THE TERMS AND CONDITIONS IN A TIMELY MANNER FOR USE IN THE SUBMITTING VENDORS RESPONSE TO THIS SOLICITATION OR ANY OTHER FAILURE BY THE SUBMITTING VENDOR TO CONSIDER THE TERMS AND CONDITIONS IN ITS RESPONSE TO THE SOLICITATION.**
-

- 2:** **The undersigned hereby offers to sell to the State of Idaho the specified property and/or services, if this quotation, bid, or proposal is accepted within a reasonable time from the date of closing, at the price shown in our quotation, bid, or proposal and under all the terms and conditions contained in, or incorporated by reference into the State of Idahos solicitation. The State of Idaho Standard Contract Terms and Conditions are located on the internet at the Idaho Division of Purchasing web site at: <http://www2.state.id.us/adm/purchasing> or are available through contact to the Division office at 208-327-7465. Submission of a quotation, bid, or proposal to the State of Idaho constitutes and shall be deemed an offer to sell to the State of Idaho the specified property and/or services at the price shown in the quotation, bid, or proposal and under the States Terms and Conditions. As the undersigned, I also certify I am authorized to sign this quotation, bid, or proposal for the submitting vendor and the quotation, bid, or proposal is made without connection with any person, firm, or corporation making a quotation, bid, or proposal for the same goods and/or services and is in all respects fair and without collusion or fraud.**
-



State of Idaho A0000000011
Idaho Division of Purchasing
5569 Kendall
PO Box 83720
Boise ID, 83720-0075

Invitation to Bid

Fri Aug 24 11:59:50 GMT-0700 (gmt) 2001

ScrollDown

RFB Nbr: ITB01163
Reference Number: CORR

Requisition Nbr: REQ01467
Document Nbr: PREQ1881

RFB Date of Issue:
FRI AUG 24, 2001 11:47:15 AM MST

RFB CLOSING (Due) Date:
Thu Sep 27 17:00:00 GMT-0700 (gmt) 2001

Contact Person: LYLE GESSFORD

Phone Nbr: 208.327.7115

Fax Nbr: 208.327.7320

Email Address: lgessfor@adm.state.id.us

Buyer: LYLE D. GESSFORD

Phone Nbr: 208.327.7115

Fax Nbr: 208.327.7320

Email Address: lgessfor@adm.state.id.us

SPECIAL INSTRUCTIONS

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- 1: EITHER THE INSTRUCTIONS AND CONDITIONS TO VENDORS OR THE STATE OF IDAHO STANDARD CONTRACT TERMS AND CONDITIONS, OR ANY PART OF THEM. The CONDITIONS AND INSTRUCTIONS TO VENDORS shall apply to this solicitation and the STATE OF IDAHO STANDARD CONTRACT TERMS AND CONDITIONS shall apply to any contract resulting from this solicitation. NO LIABILITY

WILL BE ASSUMED BY THE DIVISION OF PURCHASING FOR A SUBMITTING VENDORS FAILURE TO OBTAIN THE TERMS AND CONDITIONS IN A TIMELY MANNER FOR USE IN THE SUBMITTING VENDORS RESPONSE TO THIS SOLICITATION OR ANY OTHER FAILURE BY THE SUBMITTING VENDOR TO CONSIDER THE TERMS AND CONDITIONS IN ITS RESPONSE TO THE SOLICITATION.

- 2:** The undersigned hereby offers to sell to the State of Idaho the specified property and/or services, if this quotation, bid, or proposal is accepted within a reasonable time from the date of closing, at the price shown in our quotation, bid, or proposal and under all the terms and conditions contained in, or incorporated by reference into the State of Idaho's solicitation. The State of Idaho Standard Contract Terms and Conditions are located on the internet at the Idaho Division of Purchasing web site at: <http://www2.state.id.us/adm/purchasing> or are available through contact to the Division office at 208-327-7465. Submission of a quotation, bid, or proposal to the State of Idaho constitutes and shall be deemed an offer to sell to the State of Idaho the specified property and/or services at the price shown in the quotation, bid, or proposal and under the States Terms and Conditions. As the undersigned, I also certify I am authorized to sign this quotation, bid, or proposal for the submitting vendor and the quotation, bid, or proposal is made without connection with any person, firm, or corporation making a quotation, bid, or proposal for the same goods and/or services and is in all respects fair and without collusion or fraud.
-

- 3:** **STANDARD TERMS AND CONDITIONS:** The States **CONDITIONS AND INSTRUCTIONS TO VENDORS (trBASECstdBidTrms.doc - Rev 7/1/01)** are hereby incorporated by reference into this solicitation as if set forth herein in their entirety. The States **CONDITIONS AND INSTRUCTIONS TO VENDORS** and the **STATE OF IDAHO STANDARD CONTRACT TERMS AND CONDITIONS** are located on the Internet at <http://www2.state.id.us/adm/purchasing> or by contacting the Division of Purchasing at 208-327-7465 to obtain a copy. **FAILURE BY ANY SUBMITTING VENDOR TO OBTAIN A COPY OF SUCH FROM THE INTERNET OR FROM THE DIVISION OF PURCHASING SHALL IN NO WAY CONSTITUTE OR BE DEEMED A WAIVER BY THE STATE OF EITHER THE INSTRUCTIONS AND CONDITIONS TO VENDORS OR THE STATE OF IDAHO STANDARD CONTRACT TERMS AND CONDITIONS, OR ANY PART OF THEM.** The **CONDITIONS AND INSTRUCTIONS TO VENDORS** shall apply to this solicitation and the **STATE OF IDAHO STANDARD CONTRACT TERMS AND CONDITIONS** shall apply to any contract resulting from this solicitation. **NO LIABILITY WILL BE ASSUMED BY THE DIVISION OF PURCHASING FOR A SUBMITTING VENDORS FAILURE TO OBTAIN THE TERMS AND CONDITIONS IN A TIMELY MANNER FOR USE IN THE SUBMITTING VENDORS RESPONSE TO THIS SOLICITATION OR ANY OTHER FAILURE BY THE SUBMITTING VENDOR TO CONSIDER THE TERMS AND CONDITIONS IN ITS RESPONSE TO THE SOLICITATION.**
-

The undersigned hereby offers to sell to the State of Idaho the specified property and/or services, if this quotation, bid, or proposal is accepted within a reasonable time from the date of closing, at the price shown in our quotation, bid, or proposal and under all the terms and conditions contained in, or incorporated by reference into the State of Idaho's solicitation. The State of Idaho Standard Contract Terms and Conditions are located on the internet at the Idaho Division of Purchasing web site at:

- 4: <http://www2.state.id.us/adm/purchasing> or are available through contact to the Division office at 208-327-7465. Submission of a quotation, bid, or proposal to the State of Idaho constitutes and shall be deemed an offer to sell to the State of Idaho the specified property and/or services at the price shown in the quotation, bid, or proposal and under the States Terms and Conditions. As the undersigned, I also certify I am authorized to sign this quotation, bid, or proposal for the submitting vendor and the quotation, bid, or proposal is made without connection with any person, firm, or corporation making a quotation, bid, or proposal for the same goods and/or services and is in all respects fair and without collusion or fraud.
-

- 5: Vendors submitting response to this RFP must download the RFP document with all attachments and respond to the Division of Purchasing no later than the stated date and time. Responses must be in hard copy and signed with original signature, in ink.
-

Print

SPECIAL INSTRUCTIONS TO OFFERORS

Request for Proposal for a two (2) year contract with an option to renew for three (3) additional one (1) year periods to provide Inmate Phone Service for the Idaho Department of Correction.

SEALED BIDS WILL BE OPENED ~~September 27, 2001 @ 2:00 PM Mountain Time~~ at the IDAHO DIVISION OF PURCHASING. Bids must be received on or before this date and time. Late bids will be rejected and returned to the bidder.

At the date and time of the bid opening, proposals will be opened and the identity of the bidders will be announced. No other information will be available and the proposals' contents will remain confidential until evaluation is complete and the Division of Purchasing has issued Letters of Intent to Award. Thereafter, all proposals shall be deemed a public record.

Questions regarding this RFP (including Terms, Conditions or Specifications) MUST BE SUBMITTED IN WRITING and RECEIVED by State Purchasing NO LATER THAN September 10, 2001. QUESTIONS RECEIVED AFTER THIS DATE WILL NOT BE CONSIDERED. Submit questions in writing via mail, fax or e-mail to:

Lyle Gessford, Purchasing Officer
Division of Purchasing
PO Box 83720
Boise, ID 83720-0075
Fax: (208)327-7320
e-mail: lgessfor@adm.state.id.us

The words "SEALED BID" and the bid number, located at the top center of this form, must be noted on the outside of your SEALED BID package. To insure that your SEALED BID is handled properly, the following information must be placed in the lower left corner of your bid package:

***** SEALED BID *****
* BUYER: <buyer's name>
* SEALED BID FOR: <list item or service being bid>
* BID NUMBER: Bid No. < >
* TO BE OPENED: <Date > at <time>

Send your sealed bid package to:
Division of Purchasing
PO Box 83720
Boise, ID 83720-0075

NOTE: Use the street address when sending packages by FedEx, UPS, or other Couriers.

Division of Purchasing
5569 Kendall Street
Boise, ID 83706-1231

NOTE: SIX (6) COMPLETE COPIES (ORIGINAL & FIVE (5) COPIES) OF YOUR PROPOSAL ARE REQUESTED. THE COST PROPOSAL MUST BE SUBMITTED SEPARATELY AND MARKED "COST PROPOSAL" (ORIGINAL & ONE (1) COPY). NO COST INFORMATION SHOULD BE DETAILED OR PRESENTED IN THE TECHNICAL PORTION OF THE PROPOSAL.

The State may, at its sole option, either accept a bidder's initial proposal by award of a contract or enter into discussions with bidders whose proposals are deemed to be reasonably susceptible of being considered for award. Bidders should submit their best proposals initially as there is no guarantee the State will conduct discussions. During the initial evaluation process, bidders' proposals deemed incapable of meeting the scope and needs of the RFP in a satisfactory manner may be removed from further consideration during any best and final offer phase.

During the evaluation phase and any discussions conducted, adequate procedures will be used to ensure that the contents of the bidders' proposals are kept under strict security and disclosure of any information from competing proposals is prohibited.

If discussions are deemed necessary, they may be used to determine in greater detail the bidder's qualifications, explore with the bidder the scope and nature of the project, determine that the bidder will make available the necessary personnel and facilities to perform within the required time, or discuss compensation which is fair and reasonable. The primary purpose of any such discussions will be for clarification to assure full understanding of, and responsiveness to, the solicitation requirements.

The State will schedule a time for the discussions and provide a date and time for receipt of best and final offers. If during discussions there is a need for clarification or change of the RFP it shall be amended to incorporate such clarification or change.

Bidders will be accorded fair and equal treatment with respect to any opportunity for discussions and revisions of proposals. If the bidder does not submit a notice of withdrawal or a best and final offer, once a date and time has been established for receipt of best and final offers, the bidder's initial or immediate previous offer will be construed as its best and final offer.

The State may, at its sole option, conduct negotiations as a final solution to this procurement. Negotiations shall be only with those proposers whose proposals are determined to be acceptable, in accordance with the evaluation criteria and shall be first conducted with the vendor that is determined to be the low responsive and responsible bidder. Negotiations shall be against the requirements of and criteria contained in the solicitation and shall not materially alter those criteria, the specifications or the scope of work.

THE UNDERSIGNED HEREBY OFFERS TO SELL TO THE STATE OF IDAHO THE SPECIFIED PROPERTY AND/OR SERVICES, IF THIS BID OR PROPOSAL IS ACCEPTED WITHIN A REASONABLE TIME FROM DATE OF CLOSING, AT THE PRICE SHOWN IN OUR BID OR PROPOSAL AND UNDER ALL THE TERMS AND CONDITIONS CONTAINED IN, OR INCORPORATED BY REFERENCE INTO THE STATE OF IDAHO'S BID SOLICITATION. THE STATE'S STANDARD CONTRACT TERMS AND CONDITIONS ARE LOCATED ON THE INTERNET AT <http://www2.state.id.us/adm/purchasing> OR ARE AVAILABLE THROUGH CONTACT TO OUR OFFICE AT 208-327-7465. SUBMISSION OF A BID OR PROPOSAL TO THE STATE OF IDAHO CONSTITUTES AND SHALL BE DEEMED AN OFFER TO SELL TO THE STATE OF IDAHO THE SPECIFIED PROPERTY AND/OR SERVICES AT THE PRICE SHOWN IN THE BID OR PROPOSAL AND UNDER THE STATE'S TERMS AND CONDITIONS.

As the undersigned, I also certify I am authorized to sign this bid for the bidder and the bid is made without connection with any person, firm, or corporation making a bid for the same goods and/or services and is in all respects fair and without collusion or fraud.

THIS SIGNATURE PAGE MUST BE SIGNED WITH AN ORIGINAL HANDWRITTEN SIGNATURE EXECUTED IN INK AND RETURNED WITH YOUR BID FOR YOUR BID TO BE CONSIDERED!

Please complete the following information:

BIDDER (Company Name) _____

ADDRESS _____

CITY, ST, ZIP _____

TOLL FREE PHONE NO. _____

PHONE NO. _____

FAX NO. _____

E-Mail Address _____

FEIN/SSN# _____

SIGNATURE _____

Request for Proposal For Inmate Phone Service For The Idaho Department of Correction

1. GENERAL INFORMATION

- 1.1.1. Definitions**
- 1.1.2. Current and Projected Inmate Populations**
- 1.1.3. Project Background**

- 1.2. Purpose and Scope**

- 1.3. Proposal Process**
 - 1.3.1. General Format**
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 - 7.1.1. Department Priorities**
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1. General Information

The goal of the Idaho Department of Correction (IDOC) with this Request For Proposal (RFP) is to continue providing a comprehensive and quality correctional Inmate telephone system.

1.1.1. Definitions

Centers – Mean Community Work Centers

CWC – Means Community Work Center

Department - Means the Idaho Department of Correction

DoP – Means the State of Idaho Division of Purchasing

ICC - Means the Idaho Correctional Center

ICI-O - Means the Idaho Correctional Institution – Orofino

IDOC - Means the Idaho Department of Correction

IMSI - Means the Idaho Maximum Security Institution

Institutions – Means Prisons

ISCI - Means the Idaho State Correctional Institution

NICI - Means the North Idaho Correctional Institution

PWCC - Means the Pocatello Women’s Correctional Center

SAWC - Means the Saint Anthony Work Camp

SICI - Means the South Idaho Correctional Institution

1.1.2. Current and Projected Inmate Populations

The total inmate population for the Department of Correction was 5370 as of April 3, 2001. The projected annual growth of total inmate population for the next thirty-six (36) months is:

<u>YEAR</u>	<u>% GROWTH</u>	<u>PROJECTED POPULATION</u>
2002	7%	5,729

2003	7%	6,111
2004	5%	6,408

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

1.1.3. Project Background

The Department of Corrections has had a collect (called party paid) inmate telephone service in all of its institutions and some centers, under a single contract since 1997. This 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 centers. Each institution has premise-based ability to access call detail recording and is equipped to do "real-time" call monitoring and records all calls (other than properly placed attorney calls) which originate on their system.

The current contract, with AT&T, was signed in August 15, 1997 and expires in November 15, 2001. The contract provides for the collect calling service, all local access facilities required to connect the Department of Correction locations to the AT&T network and related network hardware; all telephone instruments; all recording and monitoring equipment; attorney number database administration, allowed call list administration; coupled with the on-going support, repair and maintenance of the complete network for Department locations.

1.2. Purpose and Scope

The purpose of this Request for Proposal (RFP) is to acquire inmate telephone service for the offender facilities operated by the Idaho Department of Correction (IDOC). This service is to include eight (8) existing facilities, three CWCs, which are covered under the present contract, and any other facilities which are either constructed or acquired during the life of the contract. The Department would also like to add two additional CWCs, which are not covered under the present contract. These two Centers will become part of this contract when their present contracts expires. CWC-Twin Falls ~ Mountain Phone Co. - expires 8/4/02, CWC-East Boise ~ Mountain Phone Co. - exp. 7/31/02

A complete "turn-key" fully operational and reliable system is the highest priority in this procurement. 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 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 current existing locations or any other future locations. Rates charged to the called parties must be fixed for the initial term, two years of the contract. Should the basis for these charges (tariffs, regulations and/or

standards) be reduced during the initial term, these rate reductions must be communicated to the Department and applied to the applicable charges upon implementation. Revenue from this contract, is a lower priority. Franchise fees will not be used in measuring vendor responses. No State payments to the contractor will be allowed.

1.2.1.1.State's Responsibilities

Please note that the State's responsibilities for inmate services are limited to the following:

- Providing appropriate access to telephones for inmates;
- Promptly reporting any maintenance or trouble requirements;
- Providing reasonable access to secure facilities; and
- Timely review and approval of Contractor reports.

1.3.Proposal Process

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.

1.3.1.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.

1.3.2.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.

1.3.3.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.

1.3.4.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.

1.3.5.Pricing Information Excluded from main Proposal

As indicated in RFP Section 1.4.5, proposals must be submitted in two volumes. Volume 1 contains Proposal Sections 2-5 as defined below. Volume 2 contains Proposal Section 7, 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.

1.4.Proposal Requirements

Proposals must be submitted as outlined in the following sections.

1.4.1.Proposal Section 2: Proposal Conditions (volume 1)

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.

1.4.2.Proposal Section 3: Functional and Technical Proposal (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 the reiteration of the specific question. Responses of "Understood", or "Comply", or similar phrases will generally be given a minimum score.

1.4.3.Proposal Section 4: Implementation and Ongoing Service Requirements (volume 1)

Respond to each and every requirement in RFP Section 4, using identical numbering. Follow the additional instructions in RFP Section 4 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.

1.4.4.Proposal Section 5: Contractual Requirements (volume 1)

Proposers may request additions or modifications to the contractual language in the RFP at their option. The State may accept or reject such requests. Alternatively, proposals may provide a simple statement accepting all language as presented.

1.4.5.Proposal Section 7: Cost and Revenue Requirements (Volume 2)

Provide the required pricing information in exactly the format shown in RFP Section 7.

Remember that Proposal Section 7 (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.

1.5.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.

1.5.1.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:	
Sections 2, Contractors Qualifications	100
Sections 3, Functional and Technical Requirements	200
Sections 4, Implementation and Ongoing Service Requirements	200
Section 6, Oral Presentation:	200
Section 7, Price:	600
Grand Total:	1300

1.5.2.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.

1.5.3.Waiver of Minor Administrative Irregularities

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

1.5.4.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.

2. Proposal Conditions

2.1. General Facility Conditions

2.1.1. Current and Projected Sites and Types

There are 8 sites and three Community Work Centers, presently covered by the in-place contract. All of these locations, plus any new sites constructed or acquired during the term of this contract will be equipped for service and included in the contract. The Department would also like to add two additional Community Work Centers, which are not covered under the present contract. These two Centers will become part of this contract when their present contracts expires. CWC-Twin Falls ~ Mountain Phone Co. - expires 8/4/02, CWC-East Boise ~ Mountain Phone Co. - exp. 7/31/02

2.1.2. 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.

2.1.2.1. 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.

2.1.3. Current and Projected Telephone Usage

Attachment 1 to this RFP provides the number of telephone lines at each location, the total calls made, and the total minutes of usage for calendar year-end, 2000. Additionally, Attachment 2 contains a listing the number of offenders housed at each facility, as of 17 July 2001, is also included. This listing is for purposes of example only and in no way reflects any commitment of future usage by the State.

2.1.4. Existing Contracts

The existing contract with AT&T will expire in November 15, 2001. Coordination of any changes in service will be determined by all parties involved to assure a transparent change with without loss in services.

2.1.5.Existing Wiring

All inside wiring, from the house side of the cable entrance blocks, to the individual inmate telephones, belongs to the State and is available for re-use by the Contractor at the Contractor's option. Any inside cabling installed by the Contractor will automatically become the property of the State at the end of the contract. The responsibility for all cable maintenance, including existing State-owned cabling reused by the vendor, will become the responsibility of the successful vendor.

2.1.6.End-To-End Responsibility

All responsibilities described in the RFP will be the minimum accepted level of Vendor responsibility.

2.2.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.

To substantiate its qualifications, Proposer must respond in full to the questions in RFP Sections 2.2.1 – 2.2.4 below. 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.

Confirm that your proposal meets all the requirements of this RFP in full.

2.2.1.Stability

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.

2.2.1.1.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 vendors responses to this RFP to determine financial stability.

2.2.1.2.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.

2.2.1.3.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.

2.2.1.4.References

Provide a complete 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 may be used in scoring the proposal.

2.2.1.5.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.

2.2.2.Disclosures

- List all contracts you have been awarded by other states in the past five years.
- List all cases in which you have been sued by any clients, Inmates or customers during your entire history.
- 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, for any type of inmate telephone service.

2.2.3.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 supporting 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 Contractor.

2.2.4.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.

3. 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 Proposer's architecture, which may incorporate one or many processors and other system components. The architecture itself should have been discussed in Proposal Section 2.

3.1. Hardware Requirements

In this section, please respond as completely as possible to each numbered point. Follow the instructions in RFP Section 1.3. Additional *specific questions are noted in italics below*. 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. **Copies of or references to manuals or other such materials are also not desired, except as a supplement to the proposal.**

3.1.1. Telephone Instruments

The specific types of telephones, 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 the present telephones with ones which meet or exceed the specifications of the phones required by this RFP. Proposers agree to provide additional telephones and wired outlets, at no cost to the Department, 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.

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. These must be in both English and Spanish and must be maintained in legible condition during the term of the contract. If Inmate calling rates change after the first two years of the contract, 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.

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.

Explain how you will maintain signs and labels throughout this contract.

3.1.2. Monitoring Attorney calls

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,

Institutional Services, Contract Office
Idaho Dept of Correction
1299 N. Orchard Street, Suite 110
Boise, ID 83706-2266

Fully detail the provisions made to meet this specification.

3.1.3. Telephone Device for the Deaf (TDD)

One portable TDD device must be provided at each location current or future, requiring such service. These must be fully compatible with the telephone service provided and with all system operations. These devices will be requested, as needed. They must be provided and be operational within 48 hours of such request.

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.

3.1.4. 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 become responsible for the support and maintenance of all existing wiring.

All equipment provided must be suitable for use in a correctional facility, considering environment, usage, and security factors. No telephones or parts will 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 will be used.

All handsets must be hearing aid compatible.

Fully detail the provisions made to meet these specifications.

3.1.5. Re-use of Existing Wiring

Proposers are responsible for all inside and outside wiring for a complete installation. The state already 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 all new wiring must, at a minimum, meet

EIA/TIA-568 Level 5 standards. Contractors must upgrade where necessary to meet these requirements or will be allowed to test and re-use in-place wiring.

Clearly detail where new wiring will be installed and where existing wiring will be reused.

3.1.6. 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 also recommend types of special handsets, electronic filters, etc. to deal with the privacy/ noise control/ security issue.

Describe in detail what physical and electronic features you propose. Include specifications, cut sheets or drawings as appropriate.

3.1.7. Recording and Monitoring Equipment

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

A listing of the in-place recording and monitoring equipment for each location is provided in Attachment 3.

At the conclusion of the current contract, this equipment will be removed by the current contractor.

This recording and monitoring equipment also 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. The ability to replay historically recorded tapes must be supported at each institution during the term of the contract.

The Proposer should specify what product(s) will be installed and how the ability to replay existing tapes will be maintained.

3.1.8. Historic Recorded Tapes

The present library of recorded tapes at each institution must be maintained for playback during the term of the contract. The Proposer will maintain and support equipment at each institution to locate, via call detail recording and playback, any tapes recorded during the previous contract. The Proposer may propose, at its option, to convert these historic tapes to a medium playable on any new technology with the guarantee of no loss

of previously recorded conversations and the ability to accurately identify and retrieve any previously recorded conversations.

Describe how the Proposer would accomplish the maintenance and playback capabilities of material recorded in a tape format. Also describe any migration plan to another playback medium, compatible with new technologies.

3.1.9. Standards Compliance

For the duration of the contract, the Contractor must adhere to all FCC, ADA, and Public Utility Commission 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.

State clearly what standards apply to your equipment, service and installation. Confirm that you will adhere to all ADA standards as required.

3.1.10. Electrical and Back-Up 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. NEC and other standards and codes must also be met.

State any other electrical or power requirements for the entire system. Describe how you will provide back-up power for this system.

3.2. System Sizing, Performance, and Upgrade Requirements

Initial (existing) traffic estimates, population growth, and facility growth, were discussed earlier for the proposers' reference in sizing their systems.

Confirm your understanding of the state's initial and continuing requirements. 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.

3.2.1. Call Set-Up, Call Control and Disconnect

Efficient initial call set-up is required. An absolute maximum of 10 seconds from the dialing of the last digit is requested. Calls must be initiated by the offender.

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. The called party must also be given the Inmate calling rates. They may be given the option to bypass the calling rates 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. 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.

The Department also 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.

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.

Describe in detail how your proposed system meets these requirements. Be specific about call set-up, call control and call disconnect processes and procedures. Also detail how called parties with rotary service will be accommodated.

3.2.2. 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. Further, the network must provide at least P.005 Grade of Service during any month across all types of calls.

Describe, in detail, how this requirement will be met. What spare 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.

3.2.3. Dual Tone Multi-Frequency

All systems and equipment will use DTMF rather than rotary dialing.

Confirm this capability.

3.2.4. 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.

Describe in detail your total commitment to software upgrades and how they will be reported to the Department. Provide information on upgrades and enhancements during the last three (3) years to all equipment and services proposed.

3.2.5. System Availability and Reliability

Full calling service must be supported 24 hours a day, 365 days a year.

Detail downtime data from your existing installed system base. What happens if the central processors or databases are out of service? Detail if any system capabilities are lost. Detail if any database information is permanently lost.

3.2.6. Audio Quality

All systems must provide audio quality - 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.

Describe the facilities, equipment, testing procedures, and other capabilities that will allow your system to meet this requirement.

3.3. Authorized Calls By Inmates

3.3.1. Collect, Outbound Calls Only

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

State how you will ensure that no inbound, direct dialed, other sent paid or other type of telephone call will be transmitted. Detail how international calls will be dealt with and whether there is the ability to block such activity by site, telephone or individual caller.

3.3.2. CWC Inmate 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.

3.3.3. 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.

Describe Proposers capability to meet these requirements on the system being proposed.

3.3.4. Specific Authorizations

3.3.4.1. 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 not use the identifier requirement in call processing on specific designated telephones. Currently the ICC is the only institution using Personal Identification Numbers. 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, but 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.

Describe how a PIN function can benefit the Department. Also describe the process followed to assign the identifier used in the proposed system and how it is both unique and secure. Discuss the merits of the proposed identifier in discouraging fraud, or assisting with other internal population management problems. Describe the capabilities of the system for establishing blocks, and how this programming is changed. Provide information on other customer applications relative to the assignment of Personal Identifiers.

3.3.4.2. Inmate Database – 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 not 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. Presently the ICC is the only location using Allowed Call Lists.

Describe your inmate database functions and the entire process of administering the database in detail. How many authorized numbers per inmate will be included? Can some locations bypass the inmate database while others use it? Does the system use speed calling?

3.3.4.3. 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.

Describe the call restriction possibilities offered by your proposed system. Mention all limitations in the programming capabilities offered.

3.3.4.4. Attorney Calls

There is a process in place for establishing a "properly placed attorney call" within the network. Once in place, these calls appear in the call detail recording records but are automatically blocked from either being monitored or recorded. The current vendor is responsible for administering and maintaining this database on a network-wide basis. The Proposer will be expected to continue this procedure.

Currently attorney numbers are entered into a Database in the PIII T-NETIX, Inc Phone System. The attorney numbers are taken from a list of the Idaho State Bar Association of all Idaho Attorneys. Additional attorney numbers are added to this database by the contractor when requested by the Department. 3-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 Proposers system prior to any Inmate phone calls being made.

Describe how attorney calls should be handled if your proposed system(s) are implemented? Describe in your proposal how you will certify monthly that properly placed attorney calls are not being recorded.

3.3.5. Cut-Off

3.3.5.1. Automatic Cut-Off

All systems must permit the automatic, regular 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.

3.3.5.2. 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.

Confirm that the proposed system will meet all the requirements above. Describe in detail how the various cut-off features work, the physical controls to be provided, any interactions between multiple cut-off locations, and any additional programmable cut-off features offered by your system.

3.4. Acceptance of Calls By Called Parties

3.4.1. 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 exact content of all announcements will be approved by the Department.

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.

Describe your system's announcement capabilities in detail. How will isolation be assured?

3.4.2. 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 accepting 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. During the call set-up process the actual cost of the call must be announced to the called party, before call acceptance, so this can be considered in accepting a call. The inmate should be informed by the system if the call is not accepted, for whatever reason.

Describe in detail the acceptance process you propose. How will acceptance be indicated from a touch-tone telephone? From a rotary dial telephone? How long will the system wait for a positive announcement before disconnecting? Is this interval programmable? What will happen if the call goes to a computer, fax machine, automated attendant or ACD, voice mail system, etc.

3.4.3. Continuing Announcement - Branding

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

In addition, with time limits imposed on call duration, the system must provide an advance warning that the call is about to end. Presently announcements are made at two-minutes remaining, one-minute remaining and immediately prior to disconnection.

State how the voice overlay will be recorded in your system. How will you ensure that ongoing conversations are not interrupted during the announcements? What kind of final warning tone or announcement will be used? Is the time before disconnect programmable?

3.4.4. Bilingual Announcements

Inmates and called parties must be able to select the use of Spanish or English for all announcements.

Detail how this process will work. What codes would be required? Does your system offer multi-lingual announcements?

3.5. Control of Call Parameters By Department

3.5.1. Functions Determined by Department (Same for all institutions)

- 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.

Confirm that all of these functions will be provided in the proposed system.

3.5.2.Functions Controllable by Institution

- 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.

Confirm that all of these functions will be provided in the proposed system.

3.5.3.Access to Function Programming

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.

Specify this equipment, software and network/access facilities provided to support this requirement. Summarize the range of functions available to an individual location. Detail the formal training which will be provided to Department staff, at each location, relative to this programming.

3.5.4.Ease of Use

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.

Describe the nature of the user interface provided for software functions. What is the training time required to become fluent in the operation of functions the institutions may need to access for themselves?

3.6.Control of Fraud and Abuse

3.6.1.Single Destination

All systems must deny access to three-way, conference calling, call forwarding, transferring at either the originating or called location and identified fraudulently established ("burn-out") telephone numbers. Systems should provide options for the treatment of call attempts for these conditions. 3-Way Termination Program must be turned off for properly placed attorney calls, (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).

Describe in detail how the proposed system controls these events. Do you guarantee 100% denial of all such calls? What limitations does the proposed system have in this regard? What are your future plans to further develop this capability if it is not 100% now?

3.6.2. 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 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.

How are flags established and changed? Describe what happens when pre-programmed event takes place. What action can be taken by the staff person? What different conditions can be alarmed?

3.6.3. Monitoring and Recording Requirements

3.6.3.1. Selective Listening/Recording/Playback

All systems must be capable of permitting monitoring and recording of all calls from any inmate telephone (other than properly placed attorney calls), with the exception of CWC phones. 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.

- CWC Inmate phones must have the same capabilities as the Inmate phone system for the Institutions, with the exception of monitoring and recording. These functions will not be required at the CWC's.

Describe your recording, monitoring, playback and control equipment in detail, including both a needed materials list and functional descriptions. What recording media would be utilized? What training would be provided on the equipment installed to familiarize staff with its overall operation, maintenance and playback capabilities?

3.6.3.2.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.

Describe these capabilities within your system, including both a needed materials list and functional descriptions.

3.6.4.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.

Detail what measures exist at the institutional level and for the central processing locations to assure security and denial of unauthorized entry. How will any attempts into the system be detected? What will happen when such an entry is detected?

3.7.Options

3.7.1.Phone Cards

The proposal must present the department an option of Inmate phone cards for institutions. This will be exclusive of the phone cards required for the CWCs.

Describe how phone cards work, to include price, calling rates and any other information. Security is of great interest to the Department and must be considered with this option. You may propose and justify alternatives to this option. Include in your response details of this plan, including past experience using phone cards in institutions/CWCs.

3.7.2.Inmate Phone Accounts

The proposal must present the department an option of Inmate phone accounts.

Include in your response details of this plan, including past experience Inmate Phone Accounts in institutions/CWCs. You may propose and justify alternatives to this option.

4. Implementation and Ongoing Service Requirements

In this section, please respond as completely as possible to each numbered point. Follow the instructions in RFP Section 1.1. Proposals will be scored on *how* and *how well* your proposal fulfills these requirements compared to other proposals, so a response of “complies” or “agreed” or some such word phrase will not be sufficient to obtain more than the minimum score.

Some specific questions are noted in italics below.

In addition, note that 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. Be as specific as possible.

4.1. Implementation Requirements

4.1.1. Installation Project Scheduled Requirements

The Department desires that installation be accomplished as soon as possible after contract award to be completed by a mutually agreed upon date. Determination will be made on a site-by-site implementation versus a system-wide implementation. Factors that will influence the installation schedule from the State’s side include:

- Expiration of the existing contract. This will continue on a month-to-month basis until installation is complete.
- 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 roughly in order of their size.
- 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 or network-wide.

4.2. Other Implementation Requirements

4.2.1. 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.

4.2.2.Site Conditions

Contractors are responsible for adapting to all existing site conditions. The Department will have final approval of all installation methods and materials. Any damage to State premises or property must be repaired and restored to its original condition at Contractor's expense.

4.2.3.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.

4.2.4.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.

4.2.5.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.

4.2.6.Testing and Acceptance

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.

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. Describe what will be

measured, exactly how these measurements will be made, and what documentation will be provided to the State. The Department may add to or modify the list before award.

4.2.7. Initial Training

Contractor must provide initial training prior to cut over on the use of all equipment and functions available to the Department, institutions, and inmates. 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 include all inmate 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.

Inmate training must be presented 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*

4.2.8. Ongoing Training

In addition to the required initial training at the time of implementation, which is described in Section 4.2.7, ongoing training is a support group responsibility. 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.

Describe how these training requirements will be accomplished and the method which will be utilized to notify the Department and individual sites on changes impacting the service or operation.

4.2.9. Attending 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.

4.2.10. Inmate Phone Meetings

Inmate Phone Meetings will be held quarterly between 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.

Proposals must indicate their full acceptance and understanding of this responsibility.

4.3. Contract Administration Requirements

4.4. Prime Contractor

As indicated earlier in this RFP, 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.

Proposals must indicate their full acceptance and understanding of this responsibility. No cost allowances will be made to compensate for Proposers who fail to sufficiently plan for fully carrying out all objectives and tasks under this contract.

4.5. DOC Contract Administration

4.5.1. Contract Responsibility

Responsibilities for contract oversight will be by the IDOC, Division of Institutional Services' 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.

4.6. 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. The following describes briefly the basic functions this support group must provide.

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. Also address the various specific responsibilities listed below.

4.6.1. Customer Service

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.

Describe how these requirements will be met.

4.6.2. Consulting

Contractor will provide additional consulting services to the Department or individual site regarding inmate telephone service, as requested.

4.6.3. Programming and Data Administration

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

4.6.4. Maintenance, Repair and Installation

Full maintenance services are required in connection with all services and equipment provided under this contract. Specific maintenance requirements are provided in further detail in RFP Section 4.8.

Additions, changes and moves of premise equipment will be ordered in writing by the Department. 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.

4.7. Support Group Organization

4.7.1. Contract Management

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

Proposals should describe the management and supervision of the Support Group provided to the State. Provide information about the facilities, work locations and other resources that support this group.

4.7.2. Centralized Staffing

The responsibilities must be fulfilled by a combination of centralized Contractor staff and available on-site Contractor staff.

The centralized staff will provide 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.

Describe your organization's capability to meet this requirement.

4.7.3. 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.

Describe proposed staff deployment upon the award of this contract. Describe the technical and support capabilities of these individuals and the procedure for contacting them. Also describe any escalation procedure which will be in-place.

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

4.7.5.Detailed Reporting Requirements

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

4.7.5.1.Usage Reports

The following reports will be available;

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

4.7.5.2.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.

4.8.Maintenance Requirements

4.8.1.Complete Maintenance

As stated earlier, 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. In addition:

- Maintenance must be provided at no cost to the State at any time, including charges from Local Exchange Carriers for facility isolation services.
- Maintenance must include any wiring owned by the State, and replacement as needed of any equipment or wiring now owned by the State. This includes all equipment acquired by the State at the termination of the existing contract. Specifically, an existing monitoring/playback unit must be maintained at each location for use with historic tapes, unless an agreed upon alternative for using historical call information is accepted by the Department (i.e.: converting historical tapes to current technology media maintaining the full integrity of these records).
- 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.

Indicate understanding and acceptance of this requirement. Give details on quantities and locations of maintenance personnel available to service the equipment provided under this contract. Also include a list of the performance standards the Contractor is offering in conjunction with the proposal.

4.8.2.Qualifications

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.

4.8.3.Problem Reporting

Maintenance problems will be reported by authorized individuals at each institution. 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.

Describe the Contractor's process for meeting this requirement.

4.8.4.Response

4.8.4.1.Definition of Response

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.

4.8.4.2.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.

4.8.4.3.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.

4.8.4.4.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, or a failure in call restriction functions, or any other condition that renders the system incapable of performing all its normal functions. Response to a major problem is required to begin resolution within one (1) hour via remote access with arrival on-site within four (4) hours from reporting.

Satisfactory completion of the repairs is required within twenty-four (24) hours from reporting.

4.8.4.5. 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.

4.8.4.6. Status Reporting

Any time a repair problem is pending, reports are required to be made to the reporting institution every two (2) hours. If a problem is in first stage escalation, reports are required to be made to the reporting institution and to the Department 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 are required to be made to the reporting institution and to the Department 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.

5. Contractual Requirements

Please refer to RFP Section 1.3 for the instructions on submitting a response to this section.

5.1. 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.

5.2. 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 agency 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.

5.3. Other Contractual Conditions

5.3.1. Acceptance of Proposals Content

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

5.3.2. 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.

5.3.3. 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.

5.3.4.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 Department. 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 Department.

5.3.5.Single Contract

The State intends to award a single contract as a result of this RFP. However, sub-contractor relationships are encouraged. 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. The primary contractor will be responsible for total contract compliance and performance whether or not sub-contractors are used.

5.3.6.Idaho Public Utility Commission

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

5.3.7.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.

5.3.8.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.

5.3.9.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.

5.3.10.Multiple Proposals

Multiple proposals are permitted but the State prefers that each Proposer submit its single best offering. If the Proposer believes the scope or requirements 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.

5.3.11.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.

5.3.12. 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.

5.3.13. 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 agency.

5.3.14. 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.

5.3.15. 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.

5.3.16. 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.

5.3.17. 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.

5.3.18. 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.

5.3.19. 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 agency 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.

5.3.20. Termination of Agreement

This agreement may be terminated at any time at the State's sole discretion by delivering 90 days written notice to the Contractor. Upon termination, the Agency's liability will be limited to the pro rate cost of the services performed as of the date of termination plus expenses incurred with the prior written approval of the agency.

5.3.21. 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.

5.3.22. Notification/Resolution Of Deficiency

The Contractor will have 30 days from the date of the written notification to rectify the deficiency. If after 30 days, 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.

5.3.23. Letter of Intent

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.

5.3.24. Litigation

The Proposer shall provide a list of all litigation the company has been or is currently involved in during the last three 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.

5.3.25. Termination

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

6. Oral Presentation

The Department may invite selected Proposers who have a reasonable opportunity to benefit from the addition of the points 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)**
- **Section 3, Functional and Technical Requirements**

- Section 4, Implementation and On-Going Service Requirements
- Demonstration Of System and Equipment

7. Cost and Revenue Requirements

7.1. Cost Basis

Proposal Section 7 (all copies) must be in a separate sealed envelope from the remainder of the proposal, and no price information may appear in any other proposal section.

7.1.1. Department Priorities

Assuring that the functionality and contractor support required in this RFP is in place.

Assuring that the lowest possible rates are charged to the called parties for all call types. These shall include all charges, including call set-up charges and per minute charges for any call placed and accepted.

Obtaining income. The Franchise fee added into this procurement will not be used in measuring Vendor responses, nor should they be included in the responses.

Types of calls are consistent from all Department facilities. They include:

- Local (including extended community calls) 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. The number of calls placed and total minutes (for calendar year 2000), per Department location, are included in Attachment 2. 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 response and negotiated into the final contract. There will be only one set of rates for the entire Inmate Phone System.

These rates will be fixed for the initial term (twenty-four months) of the contract. Future rate changes will be negotiated with the IDOC and the State of Idaho Division of Purchasing.

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.

7.1.2.Call Cost

Call Type:	Set-Up Charge:	Per Minute Rate:
Local:	_____	_____
IntraLATA:	_____	_____
Inter LATA:	_____	_____
Interstate:	_____	_____

Evaluation of call cost will be based on Calendar year 2000 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.

7.1.3. 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 which will be used. Also provide a listing of applicable tariffs, regulations and standards used in the calculation of the proposed rates.

7.1.4. Franchise Fee

The present contract does not generate a franchise fee for the IDOC. There will be a Franchise Fee for this contract in the amount of \$92,500.00 per month. This Franchise Fee will be paid to the IDOC at the end of each month for the life of the contract. This franchise fee will be fixed for the initial term (two years) of the contract. Future adjustments will be negotiated with the contractor, IDOC and the State of Idaho Division of Purchasing. This procurement will be incorporated into the final contract.

For purpose of measuring Vendor responses to this RFP no franchise fee factors will be used. Information related to any franchise fee should not be included in any Vendor response.