



Global Tel\*Link  
2609 Cameron Street  
Mobile, Alabama 36607  
Tel. 251 479 4500  
Tel. 800 489 4500  
Fax 251 473 4588  
Web www.globaltellink.com

September 14, 2006

Mr. Peter V. Macchi  
Director of Administration Services  
The Commonwealth of Massachusetts  
Department of Corrections  
50 Maple Street, Suite 3  
Milford, MA 01757

RE: GTL Pricing – Rate & Commissions

Dear Peter,

The enclosed document is Global Tel\*Link's (GTL) response to the Commonwealth of Massachusetts, Department of Corrections for the pricing element of your RFR. We appreciate this opportunity to present our rates and commission offer.

A few things we would like to emphasize about why you should choose Global Tel\*Link (GTL) for your inmate telephone service needs as it relates to Prepaid Collect:

◆ **PREPAID COLLECT** – GTL, in conjunction with our responses to the RFP section 5.13, would like to point out that all prepaid collect service are NOT equal in the Industry. Most apply set up fees to anyone calling to establish a prepaid account. Actually set up fees are designed to off set the prepaid calling centers and services such as Credit Card processing fees, Live operators, bank fees, etc.

***GTL is proud to offer the lowest prepaid collect fee on deposits for customers wishing to prepay via credit card or Tele-check. The set up fee for these two payment types will be \$2.00 per deposit.***

***No other fee or special charge will be applied to any other prepayment type such as personal check, Western Union or Money Order, etc...***

***All fees, including the two mentioned above will be waived on all deposits of \$50 or more.***

***Note: All inmate calls are subject to standard Federal, State and local taxes along with any other regulatory charge that might apply. Set up fees are cost recovery items and not subject to commissioning.***



◆ **COMPETITIVE COMMISSIONS AND ACCOUNTABILITY** - GTL's commission rates often match or exceed competitive systems that offer far less capabilities. Additionally, the value of our technology and service can be measured far beyond the commissions returned to your county or facility. Our customers have reported that costly trials are frequently avoided when LazerPhone call evidence, protected by a security envelope that verifies authenticity, is presented early in criminal cases. We ask that you consider the monetary value of the system you choose beyond the quoted commission percentage alone.

After the renewal of Washington County Oregon's contract with GTL, Sheriff Rob Gordon commented: "...although Global Tel\*Link's commission offer was not the highest of all bidders, we saw that the overall value that your system and company provides is evident in a total savings to many of the departments within the county, which benefits the tax payers as well." (The LazerPhone Cost Savings Study conducted by Washington County investigator Ed Bowman, that estimates the savings that GTL's inmate phone system has brought to that county, is included in the Exhibits section of our proposal.)

◆ **ONLINE AUDITING** - GTL's commitment to ACCOUNTABILITY is reflected in on-line auditing features at the system workstation that allow County personnel to verify, from the facility's original call data, the revenues and commissions reported by GTL. These on-line auditing features can eliminate the need and expense of outside management companies.

Global Tel\*Link's main office is located in Mobile, Alabama and our Northeast Regional office is located in Jackson, NJ. You may contact Tim Miller, Regional Sales Manager, at [REDACTED]. GTL has also maintained a satellite office in Fitchburg, MA for the past ten years. You may also contact Rae Pearson, RFP Director [REDACTED]. If further clarification or additional information is needed, Global Tel\*Link will respond immediately to any such request. We look forward to working with the commonwealth of Massachusetts on this important contract.

Sincerely,

Thomas W. Sweeney  
Executive Vice President of Sales and Marketing



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Thomas W. Sweeney  
Executive Vice President of Sales and Marketing

## COMMONWEALTH OF MASSACHUSETTS STANDARD CONTRACT FORM AND INSTRUCTIONS



This form is jointly issued and published by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth Departments. Any changes to the official printed language of this form shall be void. This shall not prohibit the addition of non-conflicting Contract terms. By executing this Contract, the Contractor under the pains and penalties of perjury, makes all certifications required by law and certifies that it shall comply with the following requirements: that the Contractor is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards, including obtaining requisite licenses, permits and resources for performance; that the Contractor and its subcontractors are not currently debarred; that the Contractor is responsible for reviewing the Standard Contract Form Instructions available at [www.comm-pass.com/comm-pass/forms.asp](http://www.comm-pass.com/comm-pass/forms.asp); that the terms of this Contract shall survive its termination for the purpose of resolving any claim, dispute or other Contract action, or for effectuating any negotiated representations and warranties; and that the Contractor agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached to this Contract or incorporated by reference herein, including the following requirements: all relevant Massachusetts state and federal laws, regulations, Executive Orders, treaties, requirements for access to Contractor records, the terms of the applicable Commonwealth Terms and Conditions, the terms of this Standard Contract Form and Instructions including the Contractor Certifications and Legal References, the Request for Response (RFR) or solicitation (if applicable), the Contractor's response to the RFR or solicitation (if applicable), and any additional negotiated provisions.

[THE CONTRACTOR MUST COMPLETE ONLY THOSE SECTIONS PRECEDED BY AN "→".]

→VENDOR CODE:	MMARS DOCUMENT ID: CONTRACT ID:
→CONTRACTOR NAME: GLOBAL TEL*LINK CORPORATION	DEPARTMENT NAME: Department of Correction
→CONTRACT MANAGER: TERESA RIDGEWAY	CONTRACT MANAGER: PETER V. MACCHI, DIRECTOR, ADMIN SERVICES
→PHONE: 800-489-4500, EXT 2211 →FAX: 251-375-8041 →E-MAIL ADDRESS: TERESA.RIDGEWAY@GTL.NET	PHONE: 508-422-3333 FAX: 508-422-3382 E-MAIL ADDRESS: PETER@DOC.STATE.MA.US
→BUSINESS MAILING ADDRESS: 2609 CAMERON STREET, MOBILE, AL 36607	BUSINESS MAILING ADDRESS: 50 MAPLE STREET - SUITE 3 MILFORD, MA 01757
THE FOLLOWING COMMONWEALTH TERMS AND CONDITIONS FOR THIS CONTRACT HAS BEEN EXECUTED AND FILED WITH CTR: (Check only one) <input checked="" type="checkbox"/> COMMONWEALTH TERMS AND CONDITIONS <input type="checkbox"/> COMMONWEALTH TERMS AND CONDITIONS FOR HUMAN AND SOCIAL SERVICES	
COMPENSATION: (Check one option only) <input type="checkbox"/> Maximum Obligation of this Contract: \$ _____ <input checked="" type="checkbox"/> No Maximum Obligation has been set for this Contract: (Check one) <input type="checkbox"/> Rate Contract with a Rate of: \$ _____ Per: _____ <input checked="" type="checkbox"/> Rate Contract with Multiple/Negotiated Rates: (Attach listing of multiple rates or description of negotiation process)	PAYMENT TYPE: (Check one option only) <input checked="" type="checkbox"/> Payment Voucher (PV) <input type="checkbox"/> Ready Payment (RP) (Schedule: _____ Initial Base Amt: \$ _____) <input type="checkbox"/> Contractor Payroll (CP) (Required for Contract Employees) <input type="checkbox"/> Recurring Payment (Required for Leases and TELPs)
→PAYMENT METHOD: The Contractor agrees to be paid by Electronic Funds Transfer (EFT is the Commonwealth's Preferred Payment Method): <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE: (Reference to attachments without a narrative description of performance is insufficient.) <p style="text-align: center;"><b>Secure inmate calling system and related services</b></p> <i>NOTE: three options to renew, up to one year each option</i> PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Single Department Procurement/Single Department User Contract; <input checked="" type="checkbox"/> Single Department Procurement/Multiple Department User Contract; <input type="checkbox"/> Multiple Department Procurement/Limited Department User Contract; <input type="checkbox"/> Statewide Contract (Only for use by OSD or an OSD-designated Department); <input type="checkbox"/> Grant (as defined by 815 CMR 2.00); <input type="checkbox"/> Emergency Contract (attach justification); <input type="checkbox"/> Interim Contract (attach justification); <input type="checkbox"/> Contract Employee; <input type="checkbox"/> Collective Purchase (attach OSD approval) <input type="checkbox"/> Legislative/Legal Exemption (attach proof); <input type="checkbox"/> Other (Specify): _____	
RFR REFERENCE NUMBER: (or "N/A" if not applicable) RFR# 1000-PHONE2006	
ANTICIPATED CONTRACT EFFECTIVE START DATE: Performance shall begin on <u>March 3, 2006</u> , which shall be no earlier than the latest date this Contract is signed by authorized signatories of the Department and Contractor and approved under Section 1 of the applicable Commonwealth Terms and Conditions.	
TERMINATION DATE OF THIS CONTRACT: This Contract shall terminate on <u>March 2, 2010</u> unless terminated or amended by mutual written agreement by the parties prior to this date under Section 4 of the applicable Commonwealth Terms and Conditions.	
→ AUTHORIZING SIGNATURE FOR THE CONTRACTOR: → X: <u>[Signature]</u> (Signature of Contractor's Authorized Signatory) → DATE: <u>Feb 10, 2006</u> (Date must be handwritten at time of signature) → NAME: <u>TERESA RIDGEWAY</u> → TITLE: <u>VICE PRESIDENT OF LEGAL &amp; ADMINISTRATION</u>	AUTHORIZING SIGNATURE FOR THE DEPARTMENT: → X: <u>[Signature]</u> (Signature of Department's Authorized Signatory) DATE: <u>2-10-06</u> (Date must be handwritten at time of signature) NAME: <u>KATHLEEN M. DENNEHY</u> TITLE: <u>COMMISSIONER</u>



## COMMONWEALTH TERMS AND CONDITIONS

This Commonwealth Terms and Conditions form is jointly issued by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth of Massachusetts ("State") Departments and Contractors. *Any changes or electronic alterations by either the Department or the Contractor to the official version of this form, as jointly published by ANF, CTR and OSD, shall be void.* Upon execution of these Commonwealth Terms and Conditions by the Contractor and filing as prescribed by the Office of the Comptroller, these Commonwealth Terms and Conditions will be incorporated by reference into any Contract for Commodities and Services executed by the Contractor and any State Department, in the absence of a superseding law or regulation requiring a different Contract form. Performance shall include services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by the Department, programs provided or other commitments authorized under a Contract. A deliverable shall include any tangible product to be delivered as an element of performance under a Contract. The Commonwealth is entitled to ownership and possession of all deliverables purchased or developed with State funds. Contract shall mean the Standard Contract Form issued jointly by ANF, CTR and OSD.

1. Contract Effective Start Date. Notwithstanding verbal or other representations by the parties, or an earlier start date indicated in a Contract, the effective start date of performance under a Contract shall be the date a Contract has been executed by an authorized signatory of the Contractor, the Department, a later date specified in the Contract or the date of any approvals required by law or regulation, whichever is later.

2. Payments And Compensation. The Contractor shall only be compensated for performance delivered and accepted by the Department in accordance with the specific terms and conditions of a Contract. All Contract payments are subject to appropriation pursuant to M.G.L. C. 29, §26, or the availability of sufficient non-appropriated funds for the purposes of a Contract, and shall be subject to intercept pursuant to M.G.L. C. 7A, §3 and 815 CMR 9.00. Overpayments shall be reimbursed by the Contractor or may be offset by the Department from future payments in accordance with state finance law. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the State from all claims, liabilities or other obligations relating to the performance of a Contract.

3. Contractor Payment Mechanism. All Contractors will be paid using the Payment Voucher System unless a different payment mechanism is required. The Contractor shall timely submit invoices (Payment Vouchers - Form PV) and supporting documentation as prescribed in a Contract. The Department shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection. Payments shall be made in accordance with the bill paying policy issued by the Office of the Comptroller and 815 CMR 4.00, provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable a Department to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty. The Contractor Payroll System, shall be used only for "Individual Contractors" who have been determined to be "Contract Employees" as a result of the Department's completion of an Internal Revenue Service SS-8 form in accordance with the Omnibus Budget Reconciliation Act (OBRA) 1990, and shall automatically process all state and federal mandated payroll, tax and retirement deductions.

4. Contract Termination Or Suspension. A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may terminate a Contract without cause and without penalty, or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Subcontractor

failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.

5. Written Notice. Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Department or the Contractor. Any written notice of termination or suspension delivered to the Contractor shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice period.

6. Confidentiality. The Contractor shall comply with M.G.L. C. 66A if the Contractor becomes a "holder" of "personal data". The Contractor shall also protect the physical security and restrict any access to personal or other Department data in the Contractor's possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to the Department's public records, documents, files, software, equipment or systems.

7. Record-keeping And Retention, Inspection Of Records. The Contractor shall maintain records, books, files and other data as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention period of seven (7) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The Department shall have access, as well as any parties identified under Executive Order 195, during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

8. Assignment. The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under a Contract, with the exception that the Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with M.G.L. C. 106, §9-318. The Contractor must provide sufficient notice of assignment and supporting documentation to enable the Department to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter claims or any other Department rights which are available to the Department or the State against the Contractor.

9. Subcontracting By Contractor. Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under a Contract must be in writing, authorized in advance by the Department and shall be consistent with and subject to the provisions of these Commonwealth Terms and Conditions and a Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under a Contract. The Department is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

10. Affirmative Action, Non-Discrimination In Hiring And Employment. The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law. The Contractor commits to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

11. Indemnification. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, including the Department, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connection with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be considered an agent or representative of the Department or the State. After prompt notification of a claim by the State, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated



## COMMONWEALTH TERMS AND CONDITIONS

settlement agreement or judgment. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to appropriation and applicable law.

12. Waivers. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

13. Risk Of Loss. The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables, Department personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Department.

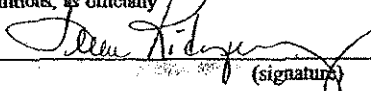
14. Forum, Choice of Law And Mediation. Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The Department, with the approval of the Attorney General's Office, and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.

15. Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration. Any amendment or attachment to any Contract which contains conflicting language or has the effect of a deleting, replacing or modifying any printed language of these Commonwealth Terms and Conditions, as officially

published by ANF, CTR and OSD, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law, provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent permitted by law. All amendments must be executed by the parties in accordance with Section 1. of these Commonwealth Terms and Conditions and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these Commonwealth Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

IN WITNESS WHEREOF, The Contractor certify under the pains and penalties of perjury that it shall comply with these Commonwealth Terms and Conditions for any applicable Contract executed with the Commonwealth as certified by their authorized signatory below:

CONTRACTOR AUTHORIZED SIGNATORY:

  
(signature)

Print Name: Teresa Ridgeway

Title: Vice President of Legal and Administration

Date: September 8, 2005

(Check One):  Organization  Individual

Full Legal Organization or Individual Name: Global Tel\*Link Corporation

Doing Business As: Name (If Different): \_\_\_\_\_

Tax Identification Number: 631071001

Address: 2609 Cameron St. Mobile, AL 36607

Telephone: [REDACTED] FAX: 251-375-8041

### INSTRUCTIONS FOR FILING THE COMMONWEALTH TERMS AND CONDITIONS

A "Request for Verification of Taxation Reporting Information" form (Massachusetts Substitute W-9 Format), that contains the Contractor's correct TIN, name and legal address information, must be on file with the Office of the Comptroller. If the Contractor has not previously filed this form with the Comptroller, or if the information contained on a previously filed form has changed, please fill out a W-9 form and return it attached to the executed COMMONWEALTH TERMS AND CONDITIONS.

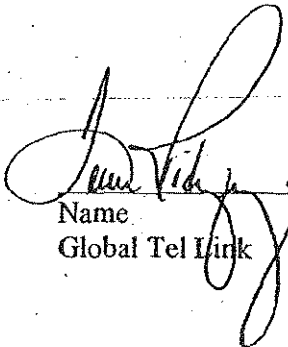
If the Contractor is responding to a Request for Response (RFR), the COMMONWEALTH TERMS AND CONDITIONS must be submitted with the Response to RFR or as specified in the RFR. Otherwise, Departments or Contractors must timely submit the completed and properly executed COMMONWEALTH TERMS AND CONDITIONS (and the W-9 form if applicable) to the: *Payee and Payments Unit, Office of the Comptroller, 9th Floor, One Ashburton Place, Boston, MA 02108* in order to record the filing of this form on the MMARS Vendor File. Contractors are required to execute and file this form only once.

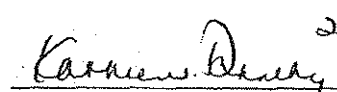
**Addendum #1 to the Contract, January 30, 2006**

**Between**

**Massachusetts Department of Correction  
and  
Global Tel Link**

**Section 1:** This contract will consist of the Request for Response (RFR), DOC File No. 1000-Phone2006, dated July 11, 2005, Responses to Bidder Inquiries and RFR Amendments, dated August 26, 2005, Global Tel Link (GTL) Response to the RFR (in its entirety), dated September 14, 2005, including all attachments, GTL Pricing-Rates & Commissions, dated September 14, 2005, GTL Response to Clarification Letter, dated November 2, 2005 and this addendum (Addendum #1), dated January 30, 2006.

  
Name \_\_\_\_\_  
Global Tel Link  
Date Feb 6 2006

  
Name \_\_\_\_\_  
Dept. of Correction  
Date 2-10-06



## Request for Taxpayer Identification Number and Certification

Completed form should be given to the requesting department or the department you are currently doing business with.

Name (List legal name, if joint names, list first & circle the name of the person whose TIN you enter in Part I-See Specific instruction on page 2)

Business name, if different from above. (See Specific instruction on page 2)  
**Global Tel\*Link Corporation**

Check the appropriate box:  Individual/Sole proprietor  Corporation  Partnership  Other

Legal Address: number, street, and apt. or suite no. <b>2609 Cameron St.</b>	Remittance Address: if different from legal address number, street, and apt. or suite no.
City, state and ZIP code <b>Mobile, AL 36607</b>	City, state and ZIP code

Phone # [redacted] Fax # (251) 375-8041 Email address: Teresa.Ridgeway@gtl.net

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instruction on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 2. Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number  
 □□□-□□-□□□□  
 OR  
 Employer identification number  
 □□-□□□□□□□□

### Part II Certification

- Under penalties of perjury, I certify that:
- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
  - I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Services (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
  - I am an U.S. person (including an U.S. resident alien).
  - I am currently a Commonwealth of Massachusetts's state employee: (check one): No X Yes \_\_\_\_ If yes, attach a copy of the letter from the State Ethics Commission. Individual information, including address will be part of the public record and accessible under Freedom of Information.

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply.

Sign Here: Authorized Signature Date: September 8, 2005

#### Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify you are not subject to backup withholding.

If you are a foreign person, use the appropriate Form W-8. See Pub 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

What is backup withholding? Persons making certain payments to you must withhold a designated percentage, currently 29% and pay to the IRS of such payments under certain

conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and dealer exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

- You do not furnish your TIN to the requester, or
- You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends only, or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II instructions on page 2.

#### Penalties

**Failure to furnish TIN.** If your fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Please print or type

COMMONWEALTH OF MASSACHUSETTS  
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May  
2004



CONTRACTOR LEGAL NAME :  
CONTRACTOR VENDOR/CUSTOMER CODE:

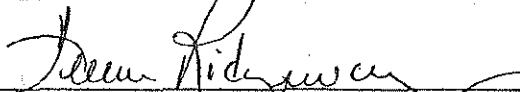
**INSTRUCTIONS:** Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

**NOTICE:** *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE
Teresa Ridgeway	Secretary & Vice President of Legal and Administration
Craig Ferguson	President & COO
Brian Oliver	CEO

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

  
\_\_\_\_\_  
Signature

Date: July 7, 2005

Secretary & Vice President  
of Legal & Administration Telephone: [REDACTED]

Fax: 251-375-8041

Email: [REDACTED]

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

COMMONWEALTH OF MASSACHUSETTS  
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May  
2004



CONTRACTOR LEGAL NAME :  
CONTRACTOR VENDOR/CUSTOMER CODE:

PROOF OF AUTHENTICATION OF SIGNATURE

This page is optional and is available for a department to authenticate contract signatures.  
It is recommended that Departments obtain authentication of signature for the signatory  
who submits the Contractor Authorized Listing.

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type): Teresa Ridgeway

Title: Secretary & Vice President of Legal and Administration

X

Signature as it will appear on contract or other document (Complete only in presence of notary):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

I, Beverly Shumock (NOTARY) as a notary public certify that I witnessed  
the signature of the aforementioned signatory above and I verified the individual's identity on this date:

July 7, 20 05

My commission expires on: October 25, 2005

AFFIX NOTARY SEAL

I, Teresa Ridgeway (CORPORATE CLERK) certify that I witnessed the  
signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's  
authority as an authorized signatory for the Contractor on this date:

July 7, 20 05

AFFIX CORPORATE SEAL

# AFFIRMATIVE MARKET PROGRAM (AMP) FORM

Pursuant to Executive Order 390, any contract with a potential financial benefit of \$50,000 or more requires a bidder to complete applicable sections of this form and include the required attachments for consideration in the scoring of their submission for any contracting opportunity with the Commonwealth of Massachusetts.

Bidder Name: GLOBAL TEL\*LINK CORPORATION  
 RFR Name/Title: SECURE INMATE CALLING RFR Number: SYSTEM & RELATED SERVICES  
 Contact Name: RAE PEARSON  
 Phone: (317) \_\_\_\_\_  
 Fax: (317) 558-3152  
 Email address: \_\_\_\_\_  
 Company Address: 6612 E. 75th ST INDIANAPOLIS IN 46250  
 Is Bidder SOMWBA Certified? Yes  No

DOC File No.  
1000 - Phone 2006

**Bidders must submit one form for each M/WBE Business Relationship**

The bidder's business relationship is with:  
 Please Check (Only One Per Form):  MBE  WBE  M/WBE  M/W Non Profit  
 SOMWBA Certification Expiration Date (Copy of SOMWBA certificate must be attached): See ATTACHED

Check type of business relationship that applies. Agencies may consider requiring all or some of the following components as part of the AMP Plan submitted by bidders.

- 1. Subcontract: verification of expenditure commitments.
- 2. Growth & Development: plan for education, training, mentoring, resource sharing, other initiatives.
- 3. Ancillary: verbal or written expenditure commitments
- 4. Past Performance: past expenditures with certified M/WBEs for previous 2 years.
- 5. Additional Creative Initiatives: description needed:

**1: Please complete this Section if the business relationship is Subcontract:**

Committed Expenditures: Year 1: \$ 440,000  
 Benchmark: Year 2: \$ 440,000 Year 3: \$ 440,000 Year 4: \$ 440,000 Year 5: \$ 440,000

Note: All expenditures for Subcontractors require a contract agreement between Bidder & M/WBE.  
 Description of commodities or services acquired from subcontractor (attach additional pages as necessary): See ATTACHED

**2. Please complete this section if the business relationship is Growth & Development:**

Please provide a narrative here that describes your approach in building the capacity of the M/WBE, including deliverables or measurable outcomes and anticipated dates of completion which can be validated during the contract. (Attach additional pages as necessary): \_\_\_\_\_

**3. Please complete this section if the business relationship is Ancillary:**

Committed Expenditures: Year 1: \$ \_\_\_\_\_  
 Benchmark: Year 2: \$ \_\_\_\_\_ Year 3: \$ \_\_\_\_\_ Year 4: \$ \_\_\_\_\_ Year 5: \$ \_\_\_\_\_  
 Total \$ \_\_\_\_\_ for all years with a written contract.

Total \$ \_\_\_\_\_ for all years with a verbal agreement.

Description of commodities or services M/WBE will provide (continue on additional pages as necessary): \_\_\_\_\_

**4. Please complete this section for consideration relating to Past Performance (or spending with certified minority- or women-owned businesses):**

Expenditures for the past 2 years: \$ 850,000 in Year 2004 ; \$ 400,000 in Year 2003.

Description of these expenditures for commodities or services (continue on additional pages as necessary): \_\_\_\_\_

SEE ATTACHED.

**5. Please complete this section for consideration relating to any Additional Incentives:**

Please provide a description of any creative approaches to partnering with certified businesses (continue on additional pages as necessary): \_\_\_\_\_

**Certification:** I hereby certify under the pains and penalty of perjury that the information above is correct, to the best of my knowledge:

  
(Signature of Authorized Signatory of Bidder)

Teresa Ridgeway  
(Print Name)

Vice President of Legal & Administration  
(Title)

Global Tel\*Link Corporation  
(Business Name)

September 8, 2005  
(Date)

SOMWBA Certification Expiration:

GTL has provided the required Affirmative Market Program Plan for the MBE proposed for this contract. GTL has included its SOMBWA certified companies on-line application acceptance for certification dated 9/1/05. The certification was applied for within two weeks of the RFR due date, as recommended in section 2.2 of this RFR, however the certification letter has not been received.

Section 1.

Publicall will provide installation, maintenance and on-going support to GTL on this contract. Publicall will be responsible for providing the necessary manpower needed to adequately maintain all of the inmate systems. Publicall is trained on several inmate platforms and will receive additional training on the GTL platform. Publicall will provide all site administrator functions.

Section 4.

Expenditures for the past 2 years: \$ 850,000 in Year 2004; \$ 400,000 in Year 2003. Publicall is the MBE on the Contract for the State of Indiana DOC in 2004. Publicall established an office in Indiana and installed and maintained all of the inmate sets covering 32 facilities throughout the state. Publicall also installed and maintains over 600 pay phones across the state in Government buildings, Motor Vehicle Departments and at Campgrounds. Publicall also provide 10 SA's , 4 technicians and 1 State Wide Manager that cover the state of Indiana.

In 2003 Publicall was the MBE for the City of Philadelphia inmate and pay phone contract. Publicall installed and maintains over 600 pay phones and enclosures throughout the Philadelphia Airport. Publicall also maintains all of the inmate phones throughout the city of Philadelphia. Publicall maintains an office at the Philadelphia Airport and an office two blocks from the prison. Publicall has 6 employees in Philadelphia dedicated to providing service and maintenance.

Raenita Pearson

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**From:** WSomwba@State.MA.US  
**Sent:** Thursday, September 01, 2005 5:37 PM  
**To:** [REDACTED]  
**Subject:** Somwba Registration

Thank you Ricardo Cumberbatch for registering with the SOMWBA office online.  
We look forward to working with you through the certification process.

We invite you to sign up for a workshop or take the online workshop. This will help you understand the certification process.

You can login at <http://www.somwba.state.ma.us/Registration/login.aspx>.

**AFFIRMATIVE ACTION PLAN FORM**  
(Required for procurements of \$50,000 or more - employers only)

Bidder: Global Tel\*Link Corporation

RFR Name/Title: Secure Inmate Calling System & Related Services

RFR Number: # 1000-Phone-2006

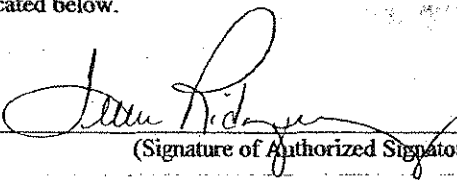
Pursuant to Executive Orders 227 and 246, any contract with a potential financial benefit of \$50,000 dollars or more requires a bidder to submit an Affirmative Action Plan. The format for Affirmative Action Plans shall be determined in accordance with the Executive Orders and the procuring department's secretariat, if the secretariat specifies a format. If a format has not been specified by the department's secretariat, bidders will be required to complete either A or B below:

**A. BIDDER MUST ATTACH A COPY OF AFFIRMATIVE ACTION PLAN TO RFR RESPONSE.**

OR

**B. BIDDER MUST COMPLETE THE FOLLOWING CERTIFICATION OF AFFIRMATIVE ACTION PLAN.**

IN WITNESS WHEREOF, the bidder certifies under the pains and penalties of perjury, that as an employer, it is committed to non-discrimination in employment and if selected to execute contracts with the Commonwealth of Massachusetts shall also be committed to procure commodities, services and supplies from certified minority and women-owned business enterprises, businesses owned by individuals with disabilities and businesses owned and controlled by socially or economically disadvantaged individuals, both in the performance of contracts with the Commonwealth of Massachusetts and in the performance of its business generally, as certified by the execution of this certification by an authorized signatory of the bidder as of the last date indicated below.

X   
(Signature of Authorized Signatory of Bidder)

PRINT NAME: Teresa Ridgeway  
(Print Name of Authorized Signatory of Bidder)

TITLE: Vice President of Legal and Administration  
(Print Title of Authorized Signatory of Bidder)

DATE: September 8, 2005



## NORTHERN IRELAND NOTICE AND CERTIFICATION

State agencies, state authorities, the House of Representatives or the state Senate may not procure goods or services from any person employing ten or more employees in an office or other facility located in Northern Ireland who fails to complete the certification below as required by M.G.L. c.7 section 22C:

The bidder does not employ ten or more employees in an office or other facility in Northern Ireland.

The bidder employs ten or more employees in an office or other facility located in Northern Ireland and certifies that:

- 1) the bidder does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and
- 2) the bidder promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and
- 3) the bidder is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Signed under the pains and penalties of perjury on this 8<sup>th</sup> day of September, 2005

Global Tel\*Link Corporation

Bidder Name

X

Teresa Ridgeway  
Signature of Authorized Representative Signing on Behalf of Bidder

Teresa Ridgeway

Print Name of Authorized Representative of Bidder

Vice President of Legal and Administration

Print Title of Authorized Representative of Bidder

**CERTIFICATE OF COMPLIANCE WITH STATE TAX LAWS AND  
WITH UNEMPLOYMENT COMPENSATION CONTRIBUTION  
REQUIREMENTS**

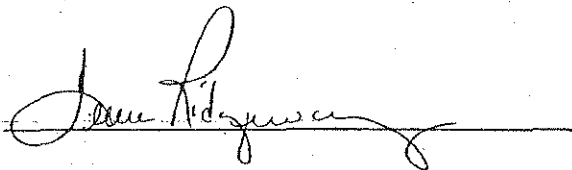
Pursuant to M.G.L., Ch. 62C, s. 49A and M.G.L., Ch. 151A, s. 19A,

I, Teresa Ridgeway authorized signatory for  
Global Tel\*Link Corporation whose principal place of business is at  
2609 Cameron St. Mobile, AL 36607 do hereby certify  
under penalties of perjury that Global Tel\*Link Corporation has filed all  
state tax returns and paid all taxes as required by law and has complied with all state laws  
pertaining to contributions to the unemployment compensation fund and to payments in  
lieu of contributions.

The Business Organization Social Security Number or Federal Identification Number is  
631071001

Signed under the penalties of perjury the 8th day of September

20 05

Signature: 

Name and Title: Teresa Ridgeway VP of Legal & Administration

**REQUEST FOR RESPONSE**  
**Secure Inmate Calling System & Related Services**  
**RFR# 1000-Phone2006**

**NON-DISCLOSURE AGREEMENT**

**NAME OF SOLICITATION:** Secure Inmate Calling System & Related Services

In consideration of the disclosure of security sensitive information, the undersigned prospective bidder hereby acknowledges and agrees as follows:

1. This solicitation contains security-sensitive information which, pursuant to MGL c.4, § 7, chs. 26(n), is exempt from public disclosure under the Commonwealth's public records law and must, for public safety purposes, be safeguarded against widespread public disclosure; and

2. Qualified prospective bidders may require access to security sensitive information in order to prepare and submit a response to said solicitation

3. The undersigned prospective bidder has requested access to or copies of the following security sensitive information:

Bid Number: DOC File No 1000-Phone 2006

Bid Name: Secure Inmate Calling System & Related Services

4. The undersigned prospective bidder states that access to or copies of said security sensitive information is required for the following reasons:

To provide a bid proposal for said RFP.

5. The undersigned prospective bidder states that his business is qualified for this procurement as follows (Attach a list of similar jobs or other proof of qualification);

- DCAM certification
- copy of webpage for business
- letterhead of company
- Other (specify) \_\_\_\_\_

6. Access to the aforementioned security sensitive information shall be limited for the sole purpose of preparing and submitting a bid proposal;

7. The proposed bidder shall safeguard the aforementioned security sensitive information while it is in it's possession;

8. The proposed bidder shall not copy or disseminate the aforementioned security sensitive information without the express prior approval of the Department of Correction Procurement Team Leader;

9. After the completion of the procurement process and the execution of a contract, the proposed bidder shall destroy any and all copies of the aforementioned security sensitive information, and provide notification to the Department of Correction Procurement Team Leader;

10. The proposed bidder shall immediately notify the Department of Correction Procurement Team Leader in the event that any aforementioned security sensitive information is copied, disseminated or otherwise managed in any way inconsistent with the terms of this Agreement; and

11. Failure of the proposed bidder to comply with this terms and conditions of this Agreement may result in said proposed bidder's disqualification from this procurement and/or other procurements by the Department of Correction.

	July 7, 2005
Signature	Date
Title Secretary & Vice President of Legal and Administration	

This form and the "Contractor Authorized Signatory Listing" form must be submitted in order to receive specifications.

To receive specifications, signed and dated copies of this form and the "Contractor Authorized Signatory Listing" form can be:

- e-mailed to [REDACTED]
- faxed to 508-422-3383; or,
- mailed to Peter Macchi, Department of Correction, 50 Maple Street – Suite 3, Milford, MA 01757.

Procurement Team Leader, Peter V. Macchi, will authorize the release of the specifications.

Specifications will be e-mailed only to qualified bidders at a valid company domain e-mail address, i.e., free e-mail accounts are not considered valid for receipt of these specifications.



**The Commonwealth of  
Massachusetts**

**Department of  
Correction**

**Request for Responses  
for an**

**Secure Inmate Calling System  
& Related Services**

**DOC File No. 1000-Phone2006**

**July 11, 2005**

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# Section 1

## Description of Procurement

The Massachusetts Department of Correction (DOC) requests qualified Bidders to submit proposals for furnishing, installing and maintaining a Secure Inmate Calling System (ICS) for use in its correctional institutions. The DOC has special security requirements and has a prime objective of controlling inmate telephone usage and limiting the use of the telephone system for fraudulent activity.

The Massachusetts Department of Correction (DOC) is responsible for managing the operation of 18 correctional institutions located within the Commonwealth. These institutions vary in level of security and house approximately 10,500 inmates.

Inmates are defined as all persons, male and female, adult and minor, residing in facilities or admitted or committed to the care and custody of the Department of Correction. This term encompasses all sentenced prisoners including, but not limited to, civil commitments, federal detainees and any other individual under the jurisdiction of the Massachusetts DOC.

This RFR addresses the needs of the DOC in regards to the Secure Inmate Calling System and Related Services. It is the intention of the DOC to have the Secure Inmate Calling System and Related Services provide the following:

- Inmate Telephone Instruments (All Facilities)
- Coin Operated Pay Telephones for Public Areas within Facilities
- All Station Cabling for Inmate Telephone Instruments & Pay Telephones
- Site/Location Processor (Each Facility)
- Centralized Bidder Maintained Data Base
- Digital Call Recording Functionality or System
- Bidder Provided Site Administrators (Each Facility)
- Local Exchange Service (Collect and Debit)
- Intra and Inter-LATA Toll Service (Collect and Debit)
- System Training (DOC Site Administrators)
- System Training (DOC Investigators)
- Remote Password Protected Access to System (Milford HQ)

The DOC intends to have DOC personnel, located at each DOC facility, monitor and control all inmate calling. These DOC personnel must have the ability to access the ICS' data base at any time locally within the facility via a secure, password protected method. The ICS proposed for

July 11,

each location of the DOC will be used for ICS system administration, inmate call recording and for reporting capabilities of the inmate call records.

The ICS installed in each DOC facility must allow for [REDACTED]

[REDACTED] Remote access must allow DOC investigative personnel to perform all functions available to the on-site DOC user.

The Bidder is required to provide a centralized data base for the storage of inmate call records and inmate call recordings from all DOC facilities. This centralized data base must allow authorized DOC personnel to access call data, pertaining to an inmate, regardless of which DOC facility is presently housing the inmate.

The Bidder must also provide off-site storage of each ICS's programming to ensure business continuity and system replacement while retaining the unique programming of each DOC facility including all inmate PIN and call restriction information.

DOC personnel at each DOC facility must have the ability to change or modify any privileges or restrictions pertaining to inmates at their institution. DOC personnel must have the ability to enter, modify or view the ICS data base for inmates located at their facility.

Currently the DOC is under contract with Verizon for its present Secure Inmate Calling System. Verizon, serving as the Prime Contractor, provides all local exchange service, intra and inter-LATA collect call services, all inmate telephone hardware, site/location processors, a centralized database of all locations, as well as all call recording devices.

All inmate calls are currently placed as collect call only and identified to the recipient as a call from an inmate at a Massachusetts Correctional Institute (MCI). Inmates are presently required to use PINs to place these collect calls. All calls are recorded by the DOC with the exception of telephone calls to attorneys, designated and pre-approved ordained clergyman, and pre-approved and licensed psychotherapists, physicians, social workers and/or mental health and human service professionals.

It is the DOC's intention via this RFR, to have a Bidder also provide coin-operated, public telephones in DOC institutions, as required. These telephones will be located in areas such as public lobbies, visiting areas and pre-release facilities.

The DOC requires that the Bidder agree to provide the following compensation to DOC:

- a commission based on a percent factor of all revenue received from calls placed via the Secure Inmate Calling System operating in collect only mode;

July 11,

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- a commission based on a percent factor of all revenue received from calls placed via the Secure Inmate Calling System operating in pre-paid debit based mode;

All commission percentages must be stated in the Cost Tables (Attachment D). Payments to the DOC and the Commonwealth of Massachusetts must be paid monthly.

There shall be no cost to the DOC for the installation or maintenance of the ICS at each DOC facility. The Bidder is responsible for replacement of the ICS in its entirety or its individual components regardless of cause including, but not limited to, normal wear/use, inmate abuse, natural disaster, or inmate unrest. This system or component replacement will be performed at no cost to the DOC and will occur immediately upon notification to the Contractor of the system problem by the DOC facility.

The current contract with Verizon will expire in March, 2006. The selected Contractor will be responsible for implementing the proposed ICS in all DOC facilities to coincide with this contract expiration date. The Bidder must address all aspects of Section 5.7 regarding the transition to and the installation of the proposed ICS.

#### SECURITY SENSITIVE INFORMATION

This solicitation (and RFR document) contains security-sensitive information which, pursuant to MGL c.4, § 7, cls. 26(n), is generally exempt from public disclosure under the Commonwealth's public records laws and must, for public safety purposes, be safeguarded from widespread public disclosure.

This security-sensitive information is in the form of blueprints, plans, policies, procedures, schematic drawings, which relate to internal layout and structural elements, security measures, emergency preparedness, threat or vulnerability assessments, and/or any other records relating to the security or safety of persons or buildings, structures, facilities, utilities, transportation, information technology or other infrastructure located within the Commonwealth.

Qualified prospective Bidders that are interested in accessing this information for the purposes of preparing a bid response must, before being allowed to access the information, sign a confidentiality agreement, thereby agreeing to:

1. a restriction on the use of these sensitive records for any other purpose than as authorized and for the purpose of putting together a bid proposal; and
2. safeguard the information while it is in their possession.



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**RFR GENERAL INFORMATION**

The following information is provided for the Bidder's information only. All contact with the Massachusetts DOC regarding this RFR document must be conducted according to the requirements outlined in Section 2.0 of this RFR.

**Comm-PASS Site Address:** www.comm-pass.com

**Purchasing Department:** Department of Correction  
**Address:** 50 Maple Street, Suite 3  
Milford, MA 01757

**Contact Person:** Peter Macchi

**Telephone #:** 508-422-3333  
**Fax #:** 508-422-3383

**E-Mail or Internet Address:** peter.macchi@state.ma.us

**Procurement Category:** Equipment, Software and Services –  
Telecommunications Systems –  
Standard, Single-Purpose

**RFR File Name/Title:** Secure Inmate Calling System & Related Services  
**RFR File Number:** 1000-Phone2006

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## Section 2

### RFR General Information

- 2.1 The terms of 801 CMR 21.00: Procurement of Commodities and Services are incorporated by reference into this RFR. Words used in this RFR shall have the meanings defined in 801 CMR 21.00. Additional definitions may also be identified in this RFR. Unless otherwise specified in this RFR, all communications, responses, and documentation must be in English, all measurements must be provided in feet, inches, and pounds and all cost proposals or figures in U.S. currency. All responses must be submitted in accordance with the specific terms of this RFR. No electronic only responses may be submitted in response to this RFR. (See Section 2.24)
- 2.2 **Affirmative Market Program AMP.** Massachusetts Executive Order 390 established a policy to promote the award of state contracts in a manner that develops and strengthens Minority and Women Business Enterprises (M/WBEs) and resulted in the Affirmative Market Program in Public Contracting. As a result, M/WBEs are strongly encouraged to submit responses to this RFR, either as Prime Bidders, subcontractors, joint venture partners or other type of business partnerships.

Non-certified Bidders are strongly encouraged to develop creative initiatives to help foster new business relationships with M/WBEs within the primary industries affected by this RFR. In order to satisfy the compliance of this section and encourage Bidder's participation of AMP objectives, the Affirmative Market Program Plan for large procurements greater than \$50,000 must be evaluated at 10% or more of the total evaluation. Once an AMP Plan is submitted, negotiated and approved, the DOC will then monitor the contractor's performance, and use actual expenditures with SOMWBA certified contractors to fulfill their own AMP expenditure benchmarks. M/WBE participation must be incorporated into and monitored for all types of procurements regardless of size, however, submission of an AMP Plan is mandated only for large procurements over \$50,000.

The DOC requires some or all of the following components as part of the Affirmative Market Program Plan submitted by Bidders: Sub-contracting with certified M/WBE firms, Growth and Development activities to increase M/WBE capacity, Ancillary use of certified M/WBE firms, Past Performance or information of past expenditures with certified M/WBEs. The DOC encourages Bidders to commit to at least one certified MBE and WBE in the submission of AMP plans.

A Minority Business Enterprise (MBE), Woman Business Enterprise (WBE), M/Non-Profit, or W/Non-Profit, is defined as such by SOMWBA. All certified businesses are required to submit an up to date copy of their State Office of Minority and Women Business Assistance (SOMWBA) certification letter. The purpose for this certification is to participate in the Commonwealth's Affirmative Market Program for public contracting. Minority- and Women-Owned firms that are not currently certified but would like to be considered as an M/WBE for the purpose of this RFR should submit their application at least two weeks prior to the RFR closing date. For further information on SOMWBA certification, contact their office at 1-617-727-8692 or via the Internet at [mass.gov/somwba](http://mass.gov/somwba).

**Affirmative Market Program Subcontracting Policies:** Prior approval of the DOC is required for any subcontracted service of the contract resulting from this procurement. The DOC defines required deliverables as including, but not limited to, documentation necessary to verify subcontractor commitments and expenditures with Minority- or Women-Owned Business Enterprises (M/WBEs) for the purpose of monitoring and enforcing compliance of subcontracting commitments made in a Bidder's Affirmative Market Program (AMP) Plan. Contractors are responsible for the satisfactory performance and adequate oversight of its subcontractors. Subcontractors are required to meet the same state and federal financial and program reporting requirements and are held to the same reimbursable cost standards as contractors.

- 2.3 **Best Value Selection and Negotiation.** The DOC may select the response(s) which demonstrates the best value overall, including proposed alternatives, that will achieve the procurement goals of the DOC. The PMT and a selected Bidder, or a contractor, may negotiate a change in any element of contract performance or cost identified in the original RFR or the selected Bidder's or contractor's response which results in lower costs or a more cost effective or better value than was presented in the selected Bidder's or contractor's original response.
- 2.4 **Bidder Communication.** Bidders are prohibited from communicating directly with any employee of Massachusetts DOC except as specified in this RFR, and no other individual Commonwealth employee or representative is authorized to provide any information or respond to any question or inquiry concerning this RFR. Bidders may contact the contact person for this RFR in the event this RFR is incomplete or the Bidder is having trouble obtaining any required attachments electronically through the Comm-PASS website at [www.comm-pass.com](http://www.comm-pass.com).
- 2.5 **Comm-PASS.** Due to the security sensitive nature of this procurement, this RFR document is not being distributed electronically using the Comm-PASS system. However, the Comm-PASS system is used for the distribution of all RFR required forms that are

referenced in Attachment A of this RFR document, other standard attachments, the response to Bidder written inquiries as well as to communicate timely information regarding this procurement including any possible changes in the procurement calendar.

Bidders are solely responsible for obtaining and completing the required forms that are identified in this RFR and for checking Comm-PASS for any addenda or modifications that are subsequently made to this RFR or attachments.

The Commonwealth and its subdivisions accept no liability and will provide no accommodation to Bidders who fail to check Comm-PASS for RFR amendments and other pertinent information and submit inadequate or incorrect responses.

Bidders are advised to check the "last change" field on the summary page of RFRs for which they intend to submit a response to ensure that they have the most recent RFR files.

Bidders may not alter (manually or electronically) the RFR language or any RFR component files. Modifications to the body of the RFR, specifications, terms and conditions, or which change the intent of this RFR are prohibited and may disqualify a response.

- 2.6 Access to Security Sensitive Information:** This solicitation contains security-sensitive information which, pursuant to MGL c.4, § 7, cls. 26(n), is generally exempt from public disclosure under the Commonwealth's public records laws and must, for public safety purposes, be safeguarded from widespread public disclosure. This security-sensitive information is in the form of blueprints, plans, policies, procedures, schematic drawings, which relate to internal layout and structural elements, security measures, emergency preparedness, threat or vulnerability assessments, and/or any other records relating to the security or safety of persons or buildings, structures, facilities, utilities, transportation, information technology or other infrastructure located within the Commonwealth.

Qualified prospective Bidders that are interested in accessing this information for the purposes of preparing a bid response must, before being allowed to access the information, sign a confidentiality agreement, thereby agreeing to:

1. a restriction on the use of these sensitive records for any other purpose than as authorized and for the purpose of putting together a bid proposal; and
2. safeguard the information while it is in their possession.

- 2.7 Reasonable Accommodation.** Bidders with disabilities or hardships that seek reasonable accommodation, which may include the receipt of RFR information in an alternative

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format, must communicate such requests in writing to the contact person. Requests for accommodation will be addressed on a case-by-case basis. A Bidder requesting accommodation must submit a written statement which describes the Bidder's disability and the requested accommodation to the contact person for the RFR. The PMT reserves the right to reject unreasonable requests.

- 2.8 Public Records:** All Responses and information submitted in response to this RFR are subject to the Massachusetts Freedom of Information Law, M.G.L., Chapter 66, Section 10, and to Chapter 4, Section 7, Subsection 26, regarding public access to such documents. Any statements reserving any confidentiality or privacy rights in submitted Bidder Responses or otherwise inconsistent with these statutes shall be void and disregarded.
- 2.9 Guarantee of Purchase:** The Commonwealth makes no guarantee that any commodities or services will be purchased from any Contract resulting from this RFR. Any estimates or past procurement volumes referenced in this RFR are included only for the convenience of Bidders, and are not to be relied upon as any indication of future purchase levels.
- 2.10 Costs.** Costs which are not specifically identified in the Bidder's response, and accepted by the DOC as part of a contract, will not be compensated under any contract awarded pursuant to this RFR.

The DOC will not be responsible for any costs or expenses incurred by Bidders responding to this RFR.

- 2.11 Information Technology.** All IT systems and applications developed by, or for Executive Department agencies or operating within the Massachusetts Access to Government Network (MAGNet), must conform with the Enterprise Information Technology Policies, Standards and Procedures promulgated by the Commonwealth's CIO. Non-conforming IT systems cannot be deployed unless the purchasing agency and their contractor have jointly applied for and received in writing from the Commonwealth's CIO or his designee, notice that a specified deviation will be permitted. The Enterprise Information Technology Policies, Standards and Procedures, with the exception of the Commonwealth's Public Access Architecture, is available at [mass.gov/itd](http://mass.gov/itd). The Commonwealth's Public Access Architecture is available in hard copy from the purchasing agency. Purchasing agencies may also obtain a current copy of the Public Access Architecture, on behalf of their contractor, by contacting the Information Technology Division (ITD) Customer Coordination Group (CCG: 617-626-4600).

Please Note: Given the pace of information technology innovation, purchasing agencies and their contractors are encouraged to contact the Information Technology Division

(ITD) Customer Coordination Group (CCG: 617-626-4600) to signal a system or application design and development initiative. Such advance notice helps to ensure conformance with the relevant Enterprise Technology Policies, Standards and Procedures.

Contractor delivery of IT systems and applications that fail to conform to the Commonwealth's Enterprise Information Technology Policies, Standards and Procedures, absent the Commonwealth CIO's grant of written permission for a deviation, shall constitute breach of any contract entered as a result of this Request for Response and any subsequent Request for Quotes. The Commonwealth may choose to require the contractor, at his own cost, to re-engineer the non-conforming system for the purpose of bringing it into compliance with Commonwealth Enterprise Information Technology Policies, Standards and Procedures.

**2.12** Pursuant to Section 11. Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the Contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions.

**2.13 Northern Ireland Notice and Certification.** All Bidders must complete the Northern Ireland Notice and Certification form to satisfy M.G.L. c.7 section 22C, which states that no state agency may procure commodities or services from any Bidder employing ten (10) or more employees in an office or other facility located in Northern Ireland unless the Bidder certifies through the notice and certification form that if it employs ten or more employees in Northern Ireland, a) the Bidder does not discriminate in employment, compensation or the terms, conditions and privileges of employment on account of religious or political belief; b) the Bidder promotes religious tolerance within the workplace and the eradication of any manifestations of religious and other illegal

discrimination and, c) the Bidder is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

- 2.14 Pricing:** Federal Government Services Administration (GSA) or Veteran's Administration Supply. The Commonwealth reserves the right to request from the successful Bidder(s) initial pricing schedules and periodic updates available under their GSA or other federal pricing contracts.

In the absence of proprietary information being part of such contracts, compliance for submission of requested pricing information is expected within 30 days of any request. If the contractor receives a GSA or Veteran's Administration Supply contract at any time during this contract period, it must notify the Commonwealth contract manager.

- 2.15 Brand Name or Equal:** Unless otherwise clearly stated in this RFR, any reference to a particular trademark, trade name, patent, design, type, specification, producer, or supplier is not intended to restrict this RFR to any manufacturer or proprietor or to constitute an endorsement of any good or service, and the Procurement Management Team may consider clearly identified offers of substantially equivalent goods and services submitted in response to such reference.

- 2.16 Emergency Standby Commodities and/of Services:** Due to a declaration of a state of emergency where the safety and well-being of the Commonwealth citizens are at risk, the Commonwealth of Massachusetts may request specific commodities and/or services from its Contractors. Contractors may be called upon to supply and/or deliver to the Commonwealth on a priority basis such commodities and/or services currently under contract.

Such accommodations may be requested from a Contractor during an actual emergency. To accommodate such requests, Contractors may be requested and must make every effort to service these requests from regular sources of supply at the rates set forth in any standard contract resulting from this RFR.

- 2.17 Subcontracting Policies/Prime Bidder.** The DOC requires a single point of contact for any contract resulting from this RFR. Subcontractors may be used but the Prime Contractor must accept full responsibility for any subcontractor's performance.

The Bidder, as Prime Contractor, will serve as the single-point-of-contact for the DOC during the course of this contract and shall be responsible for meeting all of the terms of any contract resulting from this RFR.

The Bidder must provide a list of all subcontractors, as description of each subcontractor's responsibilities and signed letters of agreement between the Bidder, as Prime Contractor, and its subcontractors identifying their responsibilities and their relationship to the Prime Contractor.

- 2.18 Single Procurement/Multiple Department Use of Contract:** The DOC reserves the right to include an option for other correctional departments to purchase services or commodities under the same terms of the contract. Should correctional departments exercise this option, Bidders will be required to specify their ability to extend services to other correctional departments and the rates to be used. Other correctional departments may execute separate contracts with awarded Bidders.

- 2.19 Anticipated Expenditures, Funding or Compensation:** This initial contract will result in a commission fee being paid to the Commonwealth of Massachusetts. At no time shall this contract result in a fee being paid by the DOC or the Commonwealth of Massachusetts to the awarded Bidder.

No Federal Funds will be used to fund any part of this contract.

This Request for Response (RFR) is being procured in compliance with the World Trade Organization (WTO) for procurements in which the value over the entire duration of the procurement may exceed \$477,000.

- 2.20 Expected Duration of Contract**

Initial Duration:	Four (4) Years
Renewal Options:	Three (3) Options up to One (1) Year Each
Anticipated Start Date:	March 3, 2006



## 2.21 Procurement Calendar

Date	Activity
Mon., July 11, 2005 9:30 am EDT	RFR Document Available
Mon., Aug. 8, 2005 9:30 am EDT	Bidder's Conference at DOC HQ, Milford, MA
Fri., Aug. 19, 2005 3:00 pm EDT	Deadline for Bidder Written Inquiries
Fri., Aug. 26, 2005	Answers to Written Inquiries Posted to Comm-PASS
Thur., Sept. 14, 2005 2:00 pm EDT	Bidder Responses to RFR Due to DOC
Sept. – Oct., 2005	DOC Evaluation of Responses
October, 2005	Bidder Finalist Presentations
November, 2005	Award Contract Pending Negotiations
November, 2005	Contract Negotiations
December, 2005	Contract Signed

**2.22 Bidder's Conference:** A pre-response Bidder's conference will be conducted by the DOC and the Procurement Management Team (PMT). During the Bidders' conference, Bidders may ask questions regarding any part or attachment of this RFR. Questions received will be responded to orally to the extent possible at the conference by members of the PMT. The PMT, however, may request that questions or inquiries be made in writing to the PMT to ensure a proper and thorough reply.

The Bidder should be advised that oral responses provided during the Bidders' conference are not binding on the Commonwealth or the DOC. As only written responses from the PMT will be binding on the Commonwealth or the DOC, the PMT encourages the Bidder

to submit written inquiries (by the required due date) in cases where a clear and binding response may be required.

Bidders are responsible for any and all costs associated with attending the Bidders Conference.

The Bidders' Conference will take place on the date and time listed in the Procurement Calendar and on Comm-PASS at the following location:

Massachusetts Department of Correction  
50 Maple Street  
Milford, Massachusetts 01757

Bidders must be aware that the Mass DOC is located within the headquarters of the Massachusetts National Guard. Bidders will be required to produce a photo identification to National Guard personnel at the security gate of the facility prior to entering the parking lot. Bidder personnel will also be required to surrender a photo identification to the main desk for a visitors pass to the building. Upon leaving the building, Bidder personnel must surrender the visitors pass and reacquire their photo identification. Failure to comply with or any attempt to circumvent these security measures will result in non-admittance to the National Guard property and prosecution according to all applicable laws.

Any change to this Bidders' Conference date and/or time will be published electronically on the Comm-PASS system. ([www.comm-pass.com](http://www.comm-pass.com))

Although attendance at the Bidders' Conference is not mandatory, Bidders are strongly encouraged to attend in order to gain a full understanding of the RFR document and the ICS requirements of the DOC.

## 2.23 Written Inquiries

Bidders may submit Written Inquiries concerning any part or attachment of this RFR to the Procurement Team Leader (PTL). Written Inquiries regarding issues *outside of the scope* of this RFR will not be considered by the PMT. The deadline for the Submission of Written Inquiries is listed in the Procurement Calendar as well as on Comm-PASS. Any change to this deadline will be posted on the Comm-PASS site.

All inquiries must be submitted, by the required date and time, to:

Mr. Peter V. Macchi

Director, Administration Services  
[peter.macchi@state.ma.us](mailto:peter.macchi@state.ma.us)

All written inquiries must be submitted via electronic mail (e-mail) only. No other manner of submission will be accepted. Questions must be entered in the body of the e-mail rather than in an attachment. The subject of the e-mail should include the words "1000-Phone2006 Question." The Bidder is responsible for confirming receipt of its written inquiries with the Procurement Team Leader (PTL).

The PMT will provide written responses to all written inquiries received by the required due date. Responses will be available via the Comm-PASS system. Responses will not identify the inquiry by Bidder. Only those responses to the Bidder's inquiries posted on Comm-PASS will be binding on the DOC.

It is the responsibility of the Bidder to keep the e-mail address of its RFR contact person/prospective contract manager current for monitoring its e-mail inbox for communications from the DOC PMT, including requests for clarification. The DOC PMT and the Commonwealth assume no responsibility if a Bidder's e-mail address is not current or if technical problems, including those with the Bidder's computer, network or internet service provider (ISP), causes e-mail communications sent to/from the Bidder and the DOC PMT to be lost or spammed.

## 2.24 Instructions For Submission of RFR Responses

Each RFR Response must be sealed, labeled, and submitted to the DOC at the following address:

Department of Correction  
50 Maple Street, Suite 3  
Milford, MA 01757  
Attention: RFR # 1000-Phone2006

**2.24.1 Paper Submission:** The Bidder must submit one (1) original Response to the RFR marked "ORIGINAL" and nine (9) copies marked "COPY" on 8 ½" x 11" paper. The PMT requests that the original RFR and copies be printed double-sided.

**2.24.2 Electronic Submission:** The Bidder must submit one (1) copy of the RFR Response on CD ROM. The Bidder must submit the RFR Response in Microsoft Word® or Adobe Acrobat (pdf) format. All copies of the electronic submission must be identical to information provided by the Bidder on the corresponding paper submission. In the event of a discrepancy between the original paper

submission copy and the electronic submission, the original paper submission will prevail. The Bidder is requested to label the CD with the following information: Bidder Name; RFR# 1000-Phone2006; Date

The Bidder's response to the RFR document must not include extraneous information not directly pertaining to the requirements outlined in the RFR. The Bidder must not simply include various company brochures, whitepapers, customer testimonials, case studies that are not required under the RFR specifications nor having any effect on the evaluation of the Bidder's response by the DOC.

## **2.25 Deadline for Submission of Responses**

Bidders must follow the requirements of Section 2.23 above in regards to submission of a response to this RFR. All Responses to this RFR are due at the address listed in Section 2.23 above no later than the date and time listed in the Procurement Calendar and on Comm-PASS

No responses to this RFR will be accepted after this published due date and time regardless of the reason for the deliver delay.

Any changes to this due date will be published electronically on the Comm-PASS system. ([www.comm-pass.com](http://www.comm-pass.com))

Bidders must be aware that the Mass DOC is located within the headquarters of the Massachusetts National Guard. Bidders will be required to produce a photo identification to National Guard personnel at the security gate of the facility prior to entering the parking lot. Bidder personnel will also be required to surrender a photo identification to the main desk for a visitors pass to the building. Upon leaving the building, Bidder personnel must surrender the visitors pass and reacquire their photo identification. Failure to comply with or any attempt to circumvent these security measures will result in non-admittance to the National Guard property and prosecution according to all applicable laws.

Please keep these security requirements in mind when considering the "hand delivery" of your response to DOC HQ.

## **2.26 Response to RFR Specifications**

**2.26.1** The Bidder is required to follow the same sectional format of this RFR and provide an individual response to each RFR specification in its Response. All Responses must be presented using the same numbering sequence and order used

in this RFR document or as otherwise specified by the PMT. A response to each specification is required regardless if the specification is providing information only or requiring information from the Bidder. The Bidder must not provide a "blanket statement" stating compliance to an entire RFR section.

- 2.26.2 To each mandatory RFR specification, the Bidder must clearly state in the affirmative that the Bidder will "comply" with, "agree" to or "understand" the RFR mandatory requirement. The Commonwealth has defined a response of "comply" or "agrees" or "understands" as one in which the Bidder accepts the terms and conditions of the mandatory RFR specification.
- 2.26.3 To each desirable (optional) specification, the Bidder must clearly state in the affirmative that the Bidder will "comply" with, "agree" to or "understand" the RFR desirable requirement. The Commonwealth has defined a response of "comply" or "agrees" or "understands" as one in which the Bidder accepts the terms and conditions of the desirable RFR specification. The Bidder is also required to provide all necessary information requested in the particular desirable specification demonstrating how it will meet this optional specification. Failure to provide this necessary information may result in the award of no evaluation points or a lesser amount of evaluation points to the Bidder's response.
- 2.26.4 To each mandatory or desirable RFR specification that requires that the Bidder "list", "describe", "state", "provide" a subject matter, the Bidder must provide the list, description, statement, etc. clearly in that section of its RFR response. The Bidder must not simply reply with "Comply" or other similar response. References, by the Bidder, to review attachments containing brochures, white papers or other standard "boilerplate" material as a response to a particular RFR specification will not be accepted. The Bidder is, however, allowed to provide such attachments in support of its response to the particular specification.
- 2.26.5 If a Bidder is unable to meet any of the specifications required in this RFR, the Bidder's Response must include an alternative method for meeting such specification by identifying the specification, the proposed alternative, and thoroughly describing how the alternative achieves substantially equivalent or better performance than the performance required in the RFR specification.

The PMT will determine if a proposed alternative method of performance achieves substantially equivalent or better performance. The determination of the PMT on the Bidder's proposed alternative method will be final.

2.26.6 The goal of this RFR is to provide the best value of commodities and services for the Commonwealth. Bidder's proposing alternatives which provide substantially better or more cost effective performance than achievable under a stated RFR specification or Bidders that propose discounts, uncharged commodities and services or other benefits in addition to the RFR specifications may receive a preference under this RFR as specified.

## 2.27 Required Forms

Bidders must complete, execute and return the following forms, which are found under the "Forms & Terms" tab of this solicitation on the Comm-PASS system:

### 2.27.1 Standard Contract Form

Failure to return a completed and executed Standard Contract Form may disqualify the Bidder's Response. The appropriate version of this form is found under the "Forms & Terms" tab of this solicitation.

By executing this document, the Bidder certifies, under the pains and penalties of perjury, that it has submitted a Response to this RFR that is the Bidder's Offer as evidenced by the execution of its authorized signatory, and that the Bidder's Response may be subject to negotiation by the DOC. Also, the terms of the RFR, the Bidder's Response and any negotiated terms shall be deemed accepted by the DOC and included as part of the Contract upon execution of this document by the DOC Purchasing Agent or his designee.

Signature and date MUST be handwritten in blue ink, and the signature must be that of one of the people authorized to execute contracts on behalf of the Contractor on the Contractor Authorized Signatory Listing.

### 2.27.2 Commonwealth Terms and Conditions

Bidders must complete, execute and return a copy of the Commonwealth Terms and Conditions form. If the Bidder has already executed and filed the Commonwealth Terms and Conditions form pursuant to another RFR or Contract, please include a copy of the completed Commonwealth Terms and Conditions Form in the Response. If the Bidder's name, address or Tax ID Number have changed since the Commonwealth Terms and Conditions form was executed, a new Commonwealth Terms and Conditions form is required. The Commonwealth Terms and Conditions are hereby incorporated into any Contract executed pursuant to this RFR.

This form must be unconditionally signed by one of the authorized signatories (see Contractor Authorized Signatory Listing, below), and submitted without alteration. If the provisions in this document are not accepted in their entirety without modification, the entire Proposal offered in response to this solicitation may be deemed non-responsive.

The company's correct legal name and legal address must appear on this form, and must be identical to the legal name and legal address on the Verification of Taxation Reporting Information (W9).

Note that the Commonwealth Terms and Conditions have been "clarified" relative to liability; clarification language is included within this RFR, see "Required Specifications for Statewide Information Technology Contracts," under the "Forms & Terms" tab of this solicitation.

### **2.27.3 Request for Taxpayer Identification and Verification (Mass. Substitute W9 Form)**

If a Bidder has already submitted a Request for Taxpayer Identification and Verification (Mass. Substitute W9 Form) and has received a valid Massachusetts Bidder Code, an original W-9 form is not required. A copy of the form as filed may be included in place of an original. The information on this form will be used to record the Bidder's legal address and where payments under a State contract will be sent.

The company's correct legal name and legal address must appear on this form, and must be identical to the legal name and legal address on the Commonwealth Terms and Conditions.

Do not use the U.S Treasury's version of the W9 Form. Use the W9 form found under the "Forms & Terms" tab of this RFR.

### **2.27.4 Contractor Authorized Signatory Listing**

Bidders are advised to pay particular attention to the instructions below. Errors on this form could result in significant delays in proposal review.

Download the form and in the table entitled "Authorized Signatory Name" and "Title," type the names and titles of those individuals authorized to execute contracts and other legally binding documents on behalf of the Bidder. Bidders

are advised to keep this list as small as possible, as Contractors will be required to notify the DOC of any changes. If the person signing in the signature block below will also serve as an "Authorized Signatory," that person's name should be included in the typed table.

With regard to the next paragraph, which begins "I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor..." if your organization does not have these titles, cross them out and handwrite the appropriate title above the paragraph.

The signature and date should be handwritten in blue ink. Title, telephone, fax and eMail should be typed or handwritten legibly.

The second page of the form states that the page is optional. However, for the purpose of this procurement this page is REQUIRED, not optional. The person signing this page must be the same person signing the Standard Contract Form, the Commonwealth Terms and Conditions, and the RFR Checklist.

Please note that in two places where the form says "in the presence of a notary," this should be interpreted to mean "in the presence of a notary or corporate clerk/secretary." Either a notary or corporate clerk/secretary can authenticate the form; only one is required.

Organizations whose corporate clerks/secretaries authenticate this form are not required to obtain a Corporate Seal to complete this document.

#### **2.27.5 Affirmative Action Plan**

The Commonwealth requires that Bidders responding to this RFR include EITHER an Affirmative Action Plan for non-discrimination in hiring and employment with their Response OR a completed Affirmative Action Plan Form.

In completing this form, note that the "Bidder" is the name of the company submitting a Response to this RFR, the "RFR Name/Title" is "Secure Inmate Calling System RFR" and the "RFR Number" is 1000-Phone2006

#### **2.27.6 Affirmative Market Program Plan**

This is NOT the same as the Affirmative Action Plan Form, or SOMBWA certification of the Bidder's company. Please see the RFR Required Specifications for a description of the Affirmative Market Program. Bidders do



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not need to be SOMBWA-certified to participate. Note that copies of the SOMBWA certifications for any company listed on the Affirmative Market Program Plan must be included with your Proposal.

It is highly desirable that Bidders commit to subcontracting a specific dollar amount, or a minimum percentage of dollars earned through 1000-Phone2006, with a SOMBWA-certified company or company that has applied for SOMBWA certification. Although this is only one of several options to meet the requirements for participation in the Affirmative Market Program, it is the option which is weighted most heavily in the evaluation criteria. Affirmative Market Program participation accounts for 10% of the total points in the evaluation.

Please note that SOMBWA-certified Bidders will be evaluated on their Affirmative Market Programs just as non-SOMBWA-certified Bidders are evaluated. A SOMBWA-certified Bidder may not list itself as being an Affirmative Market Program Partner to its own company.

#### **2.27.7 Northern Ireland Notice and Certification**

All Bidders must complete the Northern Ireland Notice And Certification Form to satisfy M.G.L. c. 7 section 22C, which states that no State agency may procure commodities or services from any Bidder employing ten (10) or more employees in an office or other facility located in Northern Ireland unless the Bidder certifies through the notice and certification form that if it employs ten or more employees in Northern Ireland, a) the Bidder does not discriminate in employment, compensation or the terms, conditions and privileges of employment on account of religious or political belief, b) the Bidder promotes religious tolerance within the workplace and the eradication of any manifestations of religious and other illegal discrimination and, c) the Bidder is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Note that Bidders must check one of the two spaces at the beginning of the form to indicate whether they do, or do not, employ ten or more employees in Northern Ireland.

### 2.27.8 Certification of Tax Compliance

All Bidders must certify compliance with all Federal and Commonwealth tax laws, including M.G.L. Chapter 62C Paragraphs 49A. A Bidder may “self certify” on the appropriate Response Form. Bidders based in Massachusetts or deriving an income in Massachusetts are encouraged to apply for a Certificate of Good Standing from the Massachusetts Department of Revenue.

DOR’s Certificate Unit of the Taxpayer Service Division, which issues these certificates, is located at:

Massachusetts Department of Revenue, Certificate Unit  
P.O. Box 7066, Boston, MA 02204

Bidders can apply for a Certificate of Good Standing from DOR in one of 2 ways: 1) apply online – visit DOR’s “Certificate of Good Standing Website” or see [www.mass.gov/dor](http://www.mass.gov/dor) for instructions if the previous link is no longer valid 2) complete a paper application (fax to DOR at 617- 887-6262). DOR will notify the requestor if there are any remaining liabilities or tax requirements. Certificates will be issued only if the organization is in full compliance. Since all applications require extensive research, the Bidder should allow sufficient time to process. For more information on the certificate contact the Certificate Unit at (617) 887-6550.

- 2.28 Cooperation in Litigation:** The Commonwealth, including the DOC or any other division, agency or office, shall not be responsible for representing or defending, or for any costs incurred by the Contractor or Contractor’s personnel, agents or subcontractors, in connection with any lawsuit or claim, including, but not limited to any claim brought pursuant to the Massachusetts Tort Claims Act, G.L. c. 258.

The Contractor agrees to make all reasonable efforts to cooperate with the DOC in the defense of any litigation brought by any person not party to this Agreement, including suits that concern Services, the Program or this Contract.

- 2.29 Penalty Waivers:** Upon timely written request by the Contractor, and upon good cause shown by supporting documentation, the DOC, in its discretion, may waive the imposition of a penalty outlined in this RFR document for substandard or non-performance. The determination of the DOC with respect to any waiver request shall be final and not subject to appeal.

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- 2.30 Performance Bond Requirement:** Simultaneously with the execution of the contract, the Contractor shall provide to the DOC a performance bond with a surety company qualified to do business in Massachusetts and in a form satisfactory to the DOC to guarantee the faithful performance of the contract. The penal sum of such bond shall be in the amount of \$500,000.00. The bond shall remain in effect for the duration of this contract plus two years from the date of contract completion.
- 2.31 Victim Information and Notification Everyday (VINE):** The Contractor must pay the annual cost (approximately \$50,000) each year of the contract resulting from this procurement. The first payment must be made in March, 2006. Actual payment terms will be negotiated with the awarded Contractor at the time of contract negotiations. Information with regard to VINE may be found at [www.appriss.com/vine.html](http://www.appriss.com/vine.html).
- 2.32 Response Preparation Cost:** Neither the Commonwealth nor the DOC will be responsible for any costs or expenses incurred by Bidders responding to this RFR.
- 2.33 Cancellation of this Procurement:** The DOC may cancel this RFR procurement project at any time.
- 2.34 Oral Presentation/Demonstrations:** If requested, Bidders will be required to provide the DOC with a functional demonstration of the proposed ICS exhibiting the required and desired features. Such requests will be made prior to the award of the contract. All expenses related to this demonstration including any required travel expenses for the DOC PMT members will be borne by the Bidder according to Commonwealth policies and regulations.
- 2.35 Evaluation of Responses:** Bidders must submit responses that meet all the submission requirements of the RFR as defined in the section herein. Only responsive proposals that meet the submission requirements will be evaluated, scored and ranked by the PMT according to the evaluation criteria. Additional information may be requested from the Bidder by the PMT for evaluation purposes.

Any submission which fails to meet the submission requirements of the RFR will be found non-responsive without further evaluation unless the DOC PMT, at its discretion, determines that the non-compliance is insubstantial and can be corrected. In these cases, the evaluation team may allow the Bidder to make minor corrections to the submission.

Below are the criteria and maximum points available:

- |                                |                   |
|--------------------------------|-------------------|
| 1. Mandatory Requirements Met  | No Points Awarded |
| 2. All Required Forms Provided | No Points Awarded |

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3. Desirable Requirements Met	Up to 300 Points Awarded
4. Bidders' References Satisfactory	Up to 100 Points Awarded
5. Bidders' Demonstration/Presentation	Up to 350 Points Awarded
6. Bidders' Proposed Commission Schedule	Up to 150 Points Awarded
7. Affirmative Market Program (AMP)	Up to 100 Points Awarded

**2.36 Best and Final Offer:** After the deadline for response submission, the DOC reserves the right to extend a Best and Final Offer opportunity to all or a select number of Bidders. Bidders may be asked to submit additional information specific to program specifications and cost.

**2.37 Best Value Selection and Negotiation:** The PMT may select the Response which demonstrates the "Best Value" overall, including proposed alternatives, that will achieve the procurement goals of the DOC. The PMT and a Selected Bidder, or a Contractor, may negotiate a change in any element of Contract performance or cost identified in the original RFR or the Selected Bidder's or Contractor's response which results in lower costs or in a more cost effective or better value than was presented in the Selected Bidder's or Contractor's original response.

**2.38 Definitions:** For the purposes of this RFR, the following definitions shall be used. These definitions are based on industry standard terminology as well as internal DOC terms. These definitions are not meant to indicate a preference to any manufacturer or provider but to provide clarification and continuity with regard to terms used in this RFR.

**Bidder:** An individual, corporation or other entity engaged in the business of supplying Secure Inmate Calling Systems and Related Services who is submitting a Response to this RFR solicitation.

**Contractor:** An individual, corporation or other entity that is awarded a contract as a result of this procurement.

**Contract:** The word "contract" refers to any contract resulting from this RFR.

**CMR:** Code of Massachusetts Regulations

**Department:** The Massachusetts Department of Correction.

**DOC:** The Massachusetts Department of Correction

**DOC Facility/Facilities:** The institutions of the Department of Correction including all prisons, correctional centers, pre-release centers, the Bridgewater State Hospital, MASAC and the Treatment Center for Sexually Dangerous Persons.

**DOC Personnel/Staff:** Employees of the Massachusetts Department of Correction.

**Fiscal Year:** The year beginning with July 1st and ending with the following June 30th as defined in M.G.L. Chapter 4, Section 7. This may also be referred to as the "State Fiscal Year."

**Inmates:** All persons, male and female, adult and minor, residing in facilities or admitted or committed to the care and custody of the Massachusetts Department of Correction.

**M.G.L.:** Massachusetts General Laws

**MMARS:** The Massachusetts Management Accounting and Reporting System established by the Office of the Comptroller pursuant to M.G.L. Chapter 7A, Section 7. All payments to Contractors are processed and recorded in MMARS. Contractors are listed in a Bidder file in MMARS by their tax identification number.

**PMT:** Procurement Management Team. Personnel assigned to this specific procurement including development of the RFR document and evaluation of Bidder responses to the RFR.

**Program:** The goods and services provided by the Contractor under this contract.

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## Section 3

### Background and DOC Information

The Massachusetts Department of Correction (DOC) is responsible for managing the operation of 18 correctional institutions located within the Commonwealth of Massachusetts. These institutions vary in level of security and house approximately 10,500 inmates.

Inmates are defined as all persons, male and female, adult and minor, residing in Facilities or admitted or committed to the care and custody of the Department of Correction. This term encompasses all sentenced prisoners including, but not limited to, civil commitments, federal detainees and any other individual under the jurisdiction of the Massachusetts DOC.

#### 3.1 MASS DOC BACKGROUND INFORMATION

##### Current Secure Inmate Calling System

Currently the DOC is under contract with Verizon for its Secure Inmate Calling System. Verizon, serving as the Prime Contractor, provides all local exchange service, intra and inter-LATA collect call services, all inmate telephone hardware, site/location processors, a centralized database of all locations, as well as all call recording devices.

All inmate calls are currently placed as collect call only (with the exception of international calls) and identified to the recipient as a call from an inmate at a Massachusetts Correctional Institute (MCI). Inmates are presently required to use PINs to place these collect calls.

All calls are recorded by the DOC with the exception of telephone calls to attorneys, designated and pre-approved ordained clergyman, and pre-approved and licensed psychotherapists, physicians, social workers and/or mental health and human service professionals.

It is the DOC's intention via this RFR, to have a Bidder also provide coin-operated, public telephones in DOC institutions, as required. These telephones will be located in areas such as public lobbies, visiting areas and pre-release facilities.

##### List of Current Institutions

The following is a listing of all DOC Massachusetts Correction Institutions (MCI) including current inmate population (as of June 14, 2005). Please refer to Attachment B for a breakdown of collect and coin-operated telephones. Presently, the DOC has 18

Secure Inmate Calling Systems in operation.

Facility	Location	Population
Bay State Correctional Center	Norfolk	294
Boston Pre-Release Center	Roslindale	97
Bridgewater State Hospital	Bridgewater	335
Lemuel Shattuck Hospital Correctional Center <sup>1</sup>	Jamaica Plain	23
Mass Alcohol & Substance Abuse Center (MASAC)	Bridgewater	201
Massachusetts Treatment Center	Bridgewater	635
MCI - Cedar Junction	Walpole	632
MCI - Concord	Concord	1,166
MCI - Framingham	Framingham	686
MCI - Norfolk	Norfolk	1,420
MCI - Plymouth	Plymouth	150
MCI - Shirley	Shirley	1,133
North Central Correctional Institution at Gardner	Gardner	988
Northeastern Correctional Center	Concord	265
Old Colony Correctional Center	Bridgewater	707
Pondville Correctional Center	Norfolk	189
South Middlesex Correctional Center	Framingham	130
Souza Baronowski Correctional Center ( Shirley)	Shirley	990
	<b>TOTAL</b>	<b>10,041</b>

<sup>1</sup> Presently not on Secure Inmate Calling System

Further information regarding the Massachusetts Department of Correction can be found on the Department's website at [www.mass.gov/doc](http://www.mass.gov/doc).

### Description of the DOC Inmate Management System

The Department's current Inmate Management System is used to track various types of inmate data. [REDACTED]

The system is used to track all inmate movement during their incarceration within the state system. In instances where a state inmate is transferred to a non-Massachusetts' state

facility (county, federal, out of state) that inmate's movement is tracked based on institutional movement (one facility to another). The computer system keeps a history of an inmate's housing assignments within each institution. [REDACTED]

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## Section 4

### General Bidder Requirements

This Section lists all mandatory and desirable specifications of this solicitation for a Secure Inmate Calling System & Related Services. Please refer to Section 2 for instructions and definitions of mandatory and desirable specifications.

#### 4.1 REQUIRED ACCOUNT TEAM

The Bidder must establish an internal "Account Team" to interface with the DOC for the Secure Inmate Calling System (ICS) and Related Services. This Account Team will serve as the single-point-of-contact (SPOC) for the DOC and must provide system and network design services, system programming services, system transition and implementation services, post installation programming, updates and maintenance services and commission and rate schedule services.

The Bidder must list, in its response, the names of the Account Team members, their titles and their role/function during this contract.

#### 4.2 DOC ACCESS TO ACCOUNT TEAM

4.2.1 The Bidder must provide access to the Account Team in the following manners:

- Voice Telephone (Toll Free Number)
- Facsimile (Toll Free Number)
- Electronic Mail (E-Mail)

4.2.2 To ensure access to key Bidder personnel during emergency situations, the Bidder must provide access to the Account Team or specific members of the Account Team 24-hours-a-day, 7-days-a-week by providing home, cellular and other appropriate contact numbers for the specific Account Team members.

#### 4.3 ACCOUNT TEAM SECURITY REQUIREMENTS

4.3.1 The DOC reserves the right of rejection for personnel assigned to the Account Team including personnel from the Prime Bidder and personnel from any subcontractors utilized by the Prime Bidder during the life of the contract.

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- 4.3.2 The DOC reserves the right to request the re-assignment of any Bidder personnel they believe are not performing in a proper or professional manner within the DOC's facilities causing disruption, security issues or embarrassment to DOC personnel or visitors. Should such reassignment of personnel be requested by the DOC, the Bidder must provide replacement personnel immediately in order to meet assigned installation dates or facilitate necessary repairs or service.
- 4.3.3 Upon contract award, the Contractor shall furnish a list of all installation and service employees who will have access to the secure areas of the DOC institution to the DOC. Such list shall include:
- a) first name, middle initial, and last name;
  - b) date and place of birth;
  - c) current residential address;
  - d) driver's license state and number; and,
  - e) social security number.

All Contractor personnel must receive security and background clearance by the DOC prior to provision of services. This includes a probation check and FBI background check. The DOC will not unreasonably withhold or delay such clearance.

- 4.3.4 Security clearance by the DOC will be mandatory before any employee of the Bidder will be allowed to enter the DOC institution. Admittance to the DOC institution will be denied to any Bidder employee who, in the opinion of the DOC Official, compromises the security of the DOC institution.
- 4.3.5 A current list of the Bidder's employees with security clearance will be maintained at the DOC Institution. The Bidder shall notify the DOC whenever an employee on this list is no longer employed by the Bidder, and the employee's name shall be removed from this list.
- 4.3.6 All decisions of the DOC relating to a security consideration of any kind are final and are not subject to arbitration.
- 4.3.7 Should any employee of the Bidder be terminated from his/her position for any reason which may affect the security of the DOC institution (i.e. stealing drugs, improperly distributing drugs to inmates or staff, improper fraternization with inmates, etc.) the DOC must be notified in writing immediately. If necessary, the Bidder must cooperate with the DOC in investigating the potential effect on DOC security.

- 4.3.8 The actual security of supplies, tools, systems and equipment in the DOC's designated telecommunications areas are the responsibility of the Bidder, and the Bidder shall adhere to all DOC appropriate written tool security policies and procedures.
- 4.3.9 The Bidder must ensure that all installation personnel assigned to the ICS installed at the DOC appear at the DOC site fully equipped to perform the installation duties required. "Fully Equipped" is described as possessing all tools, cable, connectors, ladders, test equipment, termination equipment, etc. needed to complete the required installation or repair without requiring the DOC to supply such items.
- 4.3.10 The Bidder must ensure that all installation and repair personnel assigned to the ICS at the DOC appear at the DOC site dressed in a professional manner and possessing some type of company photo identification.
- 4.3.11 The Bidder must agree, in its response, that its personnel will comply with the DOC policy that **no jeans of any color** may be worn by an personnel within a DOC facility.
- 4.3.12 All Bidder personnel must comply with all security requirements of the DOC facility (including any necessary background checks, tool inventory, etc.) at which they are performing system installation or repair services under this contract.
- 4.3.13 All DOC facilities are considered "tobacco free". The Bidder must agree to inform its installation and repair personnel of such non-tobacco regulations and enforce such at the DOC's premises.

#### 4.4 QUALIFIED PERSONNEL & CERTIFICATION REQUIREMENT

- 4.4.1 The Bidder must be an authorized distributor of the ICS proposed for the DOC. The Bidder must be certified to provide installation and maintenance services on all aspects of the ICS including hardware and software.

The Bidder must provide confirmation of this manufacturer authorization by providing, as an attachment to its response, a letter from the system's manufacturer stating such.

- 4.4.2 The Bidder must agree to provide only personnel that have been trained by the manufacturer on the installation and use of the Secure Inmate Calling System

proposed for the DOC. The Bidder shall provide to the DOC upon request written verification from the manufacturer of such training completed by the Bidder's personnel.

- 4.4.3 The Bidder must provide, in its proposal, qualifications statements for all personnel assigned to service the ICS proposed for the DOC. These qualifications statements may include descriptions of formal technical training, certificates received, formal education or degrees consistent with the inmate calling system or engineering field, membership in technical associations, field experience, etc.

#### 4.5 REGULATORY COMPLIANCE

- 4.5.1 The Bidder must agree to adhere to any current municipal, state or federal requirements for installation and operation of the Secure Inmate Calling System. Failure to comply with present municipal, state or federal requirements will result in termination of any contract with the Bidder and the Bidder rendering payment of any applicable fines, etc. incurred by the DOC for violation of such requirements.
- 4.5.2 The Bidder shall be responsible for compliance with all regulatory requirements imposed by local, state and federal regulatory agencies for all systems and services provided throughout the duration of this contract.
- 4.5.3 The Bidder shall be responsible for complying with and updating the Secure Inmate Calling System for any regulatory changes and requirements during the life of the contract. These regulatory changes include federal, state or local municipal modifications. These changes must be made in a timely manner and at no cost to the DOC. The Bidder is responsible for paying all applicable fines levied should compliance with future regulatory requirements not be performed by required deadlines.
- 4.5.4 The Bidder must ensure that all of its installation work and materials comply with all local, state and federal laws, ordinances and regulations as well as the direction of any inspectors appointed by proper authorities having jurisdiction over this type of network and equipment installation.

The Bidder is responsible for obtaining all necessary permits. Should violation of codes occur relating to this ICS installation project because necessary permits were not identified and obtained by the Bidder, the Bidder will cease all work at that specific location and correct the situation, immediately, at no cost to the DOC prior to continuation of system installation.

#### 4.6 INDUSTRY DIALING PLAN CHANGES

The Bidder shall be responsible for making all system modifications, at no cost to the DOC, necessary to allow inmates to place calls as industry dialing requirements change (e.g., new area code implementation, new NNXs, etc.) Such modifications must be made in a timely manner to ensure proper use of the system by inmates and DOC personnel.

#### 4.7 DOC AUTHORIZED PERSONNEL

The Bidder's Account Team must accept system programming and maintenance orders from authorized personnel within the DOC only. The Account Team must determine authorized personnel during the initial contracting process and provide "Authorization Forms" for DOC personnel signatures. The Bidder will be responsible for all charges associated with "unauthorized" service repairs, additions, or changes performed by the Bidder.

#### 4.8 PREVAILING WAGE COMPLIANCE

The Bidder is required to adhere to all prevailing wage rate specifications and schedules as determined by the Commissioner of the Commonwealth of Massachusetts Department of Labor and Workforce Development, Division of Occupational Safety and the United States Department of Labor when required.

## Section 5

### General System Requirements

The Secure Inmate Calling System and Related Services proposed for the DOC must meet or exceed the technical requirements outlined in this Section of the RFR document. The Secure Inmate Calling System (ICS) proposed to meet these technical requirements must be provided for all DOC facilities at no cost to the DOC including system installation, training, operation and maintenance of the system and its components.

The Bidder is responsible for replacement of the Secure Inmate Calling System in its entirety or its individual components regardless of cause including, but not limited to, normal wear/use, inmate abuse, natural disaster, or inmate unrest. This system or component replacement will be performed at no cost to the DOC and will occur immediately upon notification to the Bidder of the system problem by the DOC facility.

5.1 The Secure Inmate Calling System (ICS) proposed for the DOC must include the following components:

5.1.1 An on-site ICS located at each facility (See Section 3.1) of the DOC. Each system must contain one (1) PC and laser printer (22 ppm minimum);

5.1.2

[REDACTED]

[REDACTED]

[REDACTED]

5.1.3

[REDACTED]

5.1.4

5.1.5 A Centralized System Database located outside of the DOC facilities and maintained by the Bidder. The Bidder must state, in its response, the physical location (City/State) where the centralized system database is location.

The proposed ICS must allow for all DOC locations to be networked together thus allowing the sharing of inmate information, inmate PINs and call records between system. This network between DOC locations must allow for remote access of the ICS at one DOC facility by an authorized user at another DOC facility.

The proposed ICS must allow for administrator password levels that restrict DOC personnel to the ICS within their particular DOC facility as well as allow certain DOC personnel to access multiple systems, if required.

5.1.2 The Bidder must propose one type of Secure Inmate Calling System for all DOC locations. All system hardware, software, software level and support systems must be the same in each DOC facility.

5.1.3 The ICS at each DOC facility must provide for all telecommunications capabilities for inmate services as well as administrative capabilities for DOC personnel.

5.1.4 The Bidder must provide a Centralized System Database that is located at a Bidder provided site and provide full database redundancy for the ICS at each DOC facility.

5.1.5 The Bidder must propose an ICS at no cost to the DOC and include:

- full design, programming and installation;
- programming of all inmate PINs and call lists;
- post installation maintenance;
- all network services (local, IntraLATA, InterLATA);
- all network services for administration of the ICS.

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- 5.1.6 The Bidder must propose an ICS for the DOC that has the capability of processing inmate calls in a pre-paid debit mode; collect call mode or a combination of the two depending on the DOC facility and unique needs of the DOC.
- 5.1.7 The Bidder must propose an ICS that allows for all inmate telephones to be in use simultaneously. The Bidder must describe, in its response, how this will be accomplished with the proposed ICS.
- 5.1.8 The Bidder must propose an ICS that can be shut down quickly and selectively. The DOC must be able to shutdown the system globally and restrict all PIN access within an entire facility and/or within a particular housing unit.
- 5.1.9 The Bidder must propose an ICS solution that allows the DOC to completely restrict inmate access to outside network services/facilities should the ICS control unit of the ICS fail for any purpose. The Bidder must describe, in its response, how this restriction is accomplished with the proposed ICS (e.g., toggle "kill" switches, etc.).
- 5.1.10 The proposed ICS must be restricted to outgoing calls only. The system must not process incoming calls at any time. The Bidder must agree, in its response, that no inmate telephone shall be capable of receiving an incoming call.
- 5.1.11 The Bidder must agree, in its response, that it will keep all call processing and call rating information current. This information includes, but is not limited to, local exchanges, area codes, country codes, vertical & horizontal coordinates and any other information necessary to accurately process and rate calls. The Bidder must provide the DOC with any and all rate information for all calls upon request by the DOC at any time during the term of this contract.
- 5.1.12 The ICS must block all calls made to any of the following services whether the system is used in direct dial, debit-based or collect call mode. The Bidder shall be responsible for ensuring that the system is programmed for such blocking.
- 900, 972, 976, 550, telephone numbers incurring excess charges;
  - long distance carrier access codes (e.g., 101-XXXX);
  - local toll free numbers (e.g., 950-XXXX);
  - directory assistance numbers (e.g., 411, 555-1212, etc.);
  - toll free numbers (e.g., 800, 888, 877, 866, 855, etc.)
- 5.1.13 The proposed ICS must not provide a second dial tone to an inmate telephone without the inmate hanging up the telephone receiver after the first call is completed and the PIN re-entered to place the second call.



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- 5.1.14 The proposed ICS must allow for a maximum "ring time" prior to disconnecting the inmate call. This "ring time" parameter must be programmable by the DOC but must be consistent among DOC facilities.
- 5.1.15 The proposed ICS must provide notification to an inmate of the call status (e.g., ringing, busy, etc.). This notification may either be in the form of ringing, busy tones, SIT tones, or appropriate recorded messages. This requirement must be implemented for both direct dial (debit) or collect call mode of operation.
- 5.1.16 The proposed ICS shall not allow the inmate to speak to the called party until the call has been positively accepted. This requirement must be implemented for both direct dial (debit) or collect call mode of operation.
- 5.1.17 The proposed ICS must not allow the inmate to hear the called party prior to the actual positive acceptance (via touch tone entry) of the call.
- 5.1.18 The proposed ICS must allow for the DOC to program times when the system will be available or unavailable to inmate calling.
- 5.1.19 The proposed ICS must allow DOC personnel to temporarily restrict or disconnect service to an individual inmate telephone or station.
- 5.1.20 As one of the major problems associated with inmate calling, the initiation of 3-Way or Conference Calling is a constant issue with the DOC. [REDACTED]  
[REDACTED] The proposed ICS must provide technology that deters an inmate's attempt to initiate a 3-Way or Conference Call with a Third Party and provide the ability to immediately terminate the call. The Bidder must describe, in its response, how this technology operates with regard to the proposed ICS and the options available to the DOC.
- 5.1.21 It is a desirable that the proposed ICS provide a function that prevents 3-Way or Conference Calling [REDACTED]. The Bidder must explain, in its response, how this will be accomplished with the proposed ICS.
- 5.1.22 As one of the major problems associated with inmate calling, the use of call forwarding at the destination telephone number is a constant issue with the DOC. The proposed ICS must provide technology that deters the use of call forwarding by the party being called by the inmate and provide the ability to immediately terminate the call. The Bidder must describe, in its response, how this technology operates with regard to the proposed ICS and the options available to the DOC.

- 5.1.23 It is a desirable that the proposed ICS provide a function that prevents call forwarding [REDACTED]. The Bidder must explain, in its response, how this will be accomplished with the proposed ICS.
- 5.1.24 [REDACTED]
- 5.1.25 The Bidder must describe, in its response, how the proposed ICS operates when the inmate call [REDACTED]. This description must include how collect calls are [REDACTED], how billing of the collect call is processed and how the DOC is notified when an inmate call is placed [REDACTED].
- 5.1.26 The proposed ICS must have the ability to allow for a called party to activate a code (via the touch tone pad of their telephone) that automatically notifies the DOC that the number should be deleted from the calling inmate's "Authorized Telephone Number List".
- 5.1.27 Each call placed (direct dialed or collect) through the ICS must be electronically identified by the system as being a call originating from a DOC facility in 100% of the cases with or without the accompanying inmate PIN.
- 5.1.28 If a call is not accepted by the called party, or if no one answers the call, the ICS must inform the inmate of the situation rather than simply disconnecting the call.
- 5.1.29 The ICS must have the capability to accept the called party's response via DTMF (Touch Tone Pad) input from the telephone. Calls shall not be billed until positive acceptance by the called party is indicated by the input of a specific Touch Tone digit.
- 5.1.30 The ICS must have the capability of "passive acceptance" for rotary telephone users and particular called numbers such as an automate attendant at an attorney's office, etc. Passive acceptance is defined as the system interpreting the non entry of digits after the playing of the initial collect call message twice as acceptance of the call by the called party.
- 5.1.31 The ICS, whether in pre-paid debit or collect call mode, shall be capable of announcing to the called party the name of the calling inmate. Bidders must provide a mechanism to record an inmate's name a single time to be used each time this announcement is required. The activation or deactivation of this feature must be controlled by institution by the DOC.

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- 5.1.32 The ICS shall be capable of announcing to the called party how to accept calls.
- 5.1.33 The proposed ICS must be capable of announcing to the called party the collect call rate, prior to acceptance, when a collect call is placed. The Bidder must describe how this is accomplished by the called party.
- 5.1.34 The system must provide a manner for all calls (debit based or collect) to be "branded" with the standard DOC message as well as the statement that "All Calls are Recorded".
- 5.1.35 The Bidder must propose and implement an ICS that provides telephone reception quality meeting all industry standards for service quality as defined by Massachusetts Department of Telecommunications & Energy and by the Federal Communications Commission (FCC). The Bidder must accept the DOC's decision regarding such determination.
- 5.1.36 The Bidder must provide and install adequate surge protection for the proposed ICS and its components. The use of traditional "power strips" for surge protection is not acceptable for this requirement.
- 5.1.37 The Bidder must provide and install adequate lightning protection equipment on all network services supplied for the proposed ICS.
- 5.1.38 The Bidder must provide a sufficient number of uninterruptible power supply (UPS) systems that also have surge protection at each DOC facility capable of supporting all ICS components including recording devices for a minimum of one (1) hour.
- 5.1.39 The Bidder must provide, install and **maintain** (according to manufacturer's specifications) all ICS UPS equipment at each of the DOC facilities. The Bidder must replace all UPS equipment upon expiration of the manufacturer's life cycle of the installed product.
- 5.1.40 In the unlikely case of the loss of commercial power and the failure of the UPS, the ICS must automatically restrict or "shut off" all inmate telephones so that no inmate calls can be made until commercial power is restored and access is once again provided by the DOC.
- 5.1.41 The Bidder must describe, in its response, what component redundancy is provided to limit or virtually eliminate system downtime due to hardware component failure.

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- 5.1.42 It is desirable that the Bidder provide an ICS in which the Central Processor Unit (CPU) and other critical components are redundant. The Bidder must describe, in its response, those critical components that are redundant with the proposed ICS.
- 5.1.43 The Bidder must provide standard hardware and software enhancements/upgrades to the proposed ICS at no cost to the DOC during the term of this contract. The installed ICS at each DOC facility must always be at the latest general release of the system's available hardware and software including operating systems for the system administration and system reporting function. Beta and field tested hardware and software must not be provided unless specifically approved by the DOC. Prior to any hardware and/or software upgrades or enhancements, the Bidder shall discuss the software benefits with the DOC and proceed only after DOC approval.
- 5.1.44 Telephone network services provided by the Bidder shall not be capable of being detected by the called party for calling number identification (Caller ID).
- 5.1.45 The Bidder shall provide local exchange service for pre-paid debit-based calling and collect calling use at each DOC institution. The local calling area shall be equal to or greater than the local calling area defined in the Verizon Massachusetts Department of Telecommunications and Energy (DTE) Tariff (MA DPU #10) for each of the DOC's facilities.
- 5.1.46 The proposed ICS must allow for [REDACTED] by DOC personnel. This monitoring must be allowed by **specific inmate telephone, specific inmate PIN or by called telephone number**. Any and all equipment and software required to perform this function must be provided with the proposed system.
- [REDACTED]
- [REDACTED] The Bidder must describe, in its response, how this will be accomplished with the proposed system.
- 5.1.47 The collect call automated announcement function of the Secure Inmate Calling System must be capable of processing calls on a selective bi-lingual basis: English and Spanish. The inmate must be able to select the preferred language using no more than a two digit code.
- 5.1.48 It is desirable that the ICS be capable of processing calls in additional languages than those required in 5.1.47. The Bidder must list, in its response, the languages available with the proposed ICS.

- 5.1.49 The proposed Secure Inmate Calling System must allow for the DOC to program times when the system will be available or unavailable to inmate calling. The Bidder must describe, in its response, how this is accomplished.

#### Personal Identification Numbers (PINs)

It is the intention of the DOC to implement the proposed ICS in a collect call mode with the use of inmate Personal Identification Numbers (PINs). The proposed ICS must operate in pre-paid debit mode for international calling outside of the North American Dialing Plan. Whether in collect call mode or pre-paid debit mode, the proposed ICS must adhere to the following requirements for PIN operation.

- 5.1.50 The ICS must restrict use through authorized Personal Identification Numbers (PINs) assigned to each inmate. The length of these PINs must be determined by the DOC and remain consistent throughout DOC facilities.
- 5.1.51 The proposed ICS must allow for the cross-referencing of inmate PINs to the DOC inmate commitment number allowing for DOC personnel to search by commitment number for call records and call recordings. The Bidder must describe, in its response, how this will be accomplished with the proposed system.
- 5.1.52 The Bidder must provide appropriate three-part forms (See Attachment E) to allow for PIN and allowed telephone number list assignments.
- 5.1.53 The Bidder shall be responsible for the administration of all inmate PIN through its Site Administrators (See Section 5.12).
- 5.1.54 Although the ICS installed at the DOC will initially operate solely in collect call mode, the ICS must be capable of utilize the PIN feature for pre-paid debit as well.
- 5.1.55 The ICS must allow each PIN to have a "class of service" assigned. For example, each PIN shall have a list of allowable telephone numbers, the maximum duration of each call, etc. The proposed system must provide call restrictions by PIN that provide the following restrictions at a minimum:
- **Placing of Calls:** Inmates can be either approved or not approved to make phone calls by PIN;
  - **Use of Specific Telephones:** Inmates, via the PIN, can be restricted to a specific telephone or group of telephones, at the DOC's option;

- **Duration of Call:** Maximum call duration can be set globally (all PIN's), by site, by facility area, by individual inmate's PIN, by type of call (Local, IntraLATA, InterLATA) at the DOC's option;
  - **Time of Day Calling:** An allowed calling schedule can be provided for each specific PIN, by facility area, by site and globally (all PIN restrictions) at the DOC's option.
  - **Specific PIN:** Restrict an inmate under disciplinary action from placing all calls assign to his particular PIN with the exception of privileged numbers (e.g., attorney, approved clergy and social work professionals).
  - **Restriction:** Set call duration, set number of calls per day, set only certain numbers per PIN, etc.
- 5.1.56 The ICS's PIN feature must ensure that the automated operator function uses the inmate's pre-recorded name (recorded in either the inmate's voice and language, or in the voice of an administrator) to announce to the called party from whom the call is originating. Identification of the specific inmate and thus the announcement of the inmate's name must be performed by the PIN assignment. This feature will be implemented at the discretion of the DOC.
- 5.1.57 The ICS must use an announcement format similar to the following:
- "You have a call from 'inmate name', an inmate at 'facility name'. Call forwarding or 3-way calling are not allowed. The cost of this call is \$X.XX for the first minute, and \$.XX for each additional minute. To consent to these charges and accept this call, please press 0."
- 5.1.58 The ICS's PIN feature must allow the recording of inmate calls to be discontinued when certain pre-determined telephone numbers (privileged telephone numbers) are called.
- 5.1.59 The proposed ICS must provide for telephone lists to be assigned to each particular inmate's account information. These telephone lists must be restricted and controlled by the inmate's PIN.
- 5.1.60 The proposed ICS must allow for a minimum of 30 telephone numbers to be assigned to each particular inmate's account information. These telephone numbers shall be placed in the particular inmate's "Approved Number List" assigned to the inmate's PIN.
- 5.1.61 The Bidder must state the maximum number of telephone numbers assignable to each inmate's account.

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- 5.1.62 The proposed ICS must allow the DOC to restrict an inmate under disciplinary action from placing all calls assigned to his particular PIN with the exception of privileged numbers.
- 5.1.63 It is desirable that the proposed ICS provide for an automatic suspension and reactivation (after a set period of time) of the inmate PIN.
- 5.1.58 The proposed ICS shall provide DOC personnel with the capability to enter, modify, and delete numbers from an inmate's "Approved Number Lists".
- 5.1.64 The proposed ICS shall provide the capability to flag an individual telephone number in the inmate's "Approved Number List" as "do not record". The default setting for each telephone number will be to record until flagged by DOC personnel to the contrary.
- 5.1.65 The proposed ICS must be capable of assigning an inmate's account to an individual telephone or group of telephones so that the inmate's account may only place calls from those designated telephones. These telephones must still be capable of being used by inmate accounts not specifically assigned to them.
- 5.1.66 The proposed ICS must allow for the deletion or disabling of the PIN of a released inmate while retaining all call records and call recordings associated with that PIN. The Bidder must describe, in its response, how this will be accomplished with the proposed system.
- 5.1.67 The proposed ICS must allow for the inmate PIN to be associated or linked to the inmate's DOC commitment number. The Bidder must describe, in its response, how this will be accomplished with the proposed system for both "active" inmates and "inactive" (released) inmates.

### **Mode of Operation**

The DOC operates the current Secure Inmate Calling System in collect call mode. It is the intention of the DOC to implement the proposed ICS in collect call mode to all locations within the North American Dialing Plan while utilizing pre-paid debit mode for calls to international locations outside of the North American Dialing Plan. The proposed ICS must allow the DOC to operate in this combined mode.

- 5.1.68 The Bidder shall provide the collect call services required in the RFR through the use of an Automated Operator. At no time shall an inmate be connected to a "live" operator.

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- 5.1.69 The collect call automated announcement function of the ICS must be capable of processing calls on a multi-lingual basis: English, Spanish. The inmate must be able to select the preferred language using no more than a two digit code.
- 5.1.70 Call acceptance by the called party must be accomplished through caller confirmation (positive acceptance). Collect calls shall not be connected nor shall billing commence until the called party indicates acceptance of the call.
- 5.1.71 The Bidder must provide, in its response, a list of all countries (outside of the United States) that can be reached via the ICS operating in a collect call only mode.
- 5.1.72 The proposed ICS must provide notification to an inmate of the call status or progress (e.g., ringing, busy, etc.). This notification may either be in the form of ringing, busy tones, SIT tones, or appropriate recorded messages. The proposed ICS must not allow the inmate to hear the called party prior to the actual positive acceptance (via touch tone entry) of the call.
- 5.1.73 During the call setup process, the ICS must provide a pre-recorded announcement identifying that the collect call is coming from a specific inmate at a Massachusetts Correctional Institute and must be heard by the answering party. The announcement must also include: "All telephone calls will be recorded except attorney calls and other privileged party calls".
- 5.1.74 The proposed ICS shall process direct dial calls only when the system is operating in a pre-paid debit-based controlled mode. Direct dial calls must be made through network services provided by the Bidder at no cost to the DOC.
- 5.1.75 The proposed ICS must provide a pre-paid debit based database capability that tracks an inmate's "telephone usage balance". Such balances shall be maintained by the ICS in conjunction with the DOC Inmate Canteen Accounts.
- 5.1.76 The ICS shall confirm that funds are available in the inmate's "telephone usage account" after the telephone number is dialed by the inmate but prior to placing the call. The Bidder must explain, in its response, the options available to the inmate should his "telephone usage account" be insufficient for the desired call.
- 5.1.77 The proposed ICS must provide for true "answer supervision" for the billing of Direct Dial charges. Billing shall begin when the call is answered by the called party and shall terminate when either the inmate or the called party hang up.



- 5.1.78 The Bidder must provide a list of international locations (outside the North American Dialing Plan) that can be reached via collect calling in the forms in Attachment D.
- 5.1.79 The Bidder must provide a list of international locations (outside the North American Dialing Plan) that can be reached via the ICS' pre-paid debit mode in the forms in Attachment D.

#### General System Management Requirements

- 5.1.80 The Bidder must propose an ICS that can be administered on-site by the Bidder's Site Administrators or DOC personnel.
- 5.1.81 The Bidder must propose an ICS that allows for changes to be administered in "real time" while the system is in use. The proposed system must not require the system to be taken off line to make additions, changes or retrieve reports.
- 5.1.82 The Bidder must propose an ICS that provides a Graphical User Interface (e.g., Microsoft Windows™) for both system administration and system reporting functions.
- 5.1.83 The ICS proposed for the DOC must allow [REDACTED]

[REDACTED] The Bidder must describe, in its response, how this will be accomplished with the proposed ICS. This description must include what is required with regard to hardware, software and network services as well as the security procedures involved with this remote access.

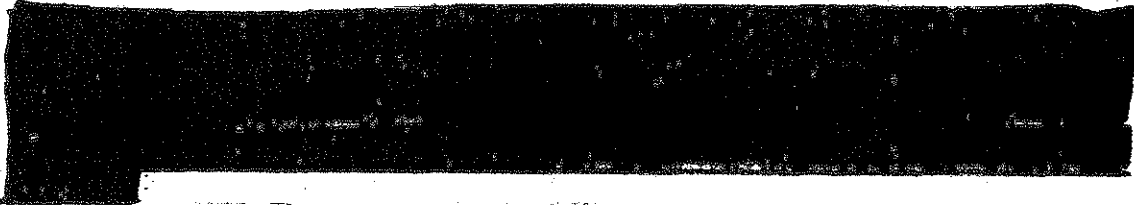
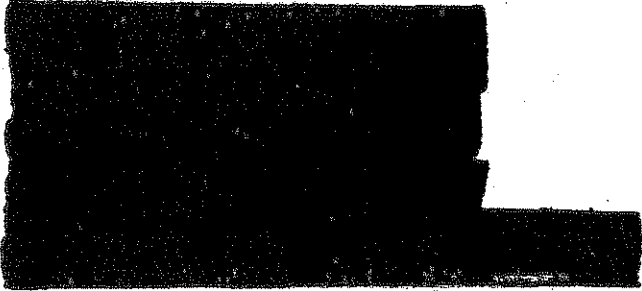
#### Restrictions, Fraud Control Options and System Security


- 5.1.84 In order to limit possible telephone fraud, it is mandatory that a fraud prevention feature be available which will be able to randomly interject pre-recorded announcements throughout the duration of the conversation to the called party indicating the source of the call. The Bidder must describe in its proposal in detail how this is accomplished.
- 5.1.85 The Bidder must describe, in its response, all detection and prevention capabilities related to fraudulent, illicit or unauthorized activity available on the proposed ICS.
- 5.1.86 The Bidder must identify, in its response, specific activities the proposed system capabilities shall detect and/or prevent. The Bidder must also identify, in its response, possible methods inmates may use to circumvent these capabilities.

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- 5.1.87 The Bidder must propose an ICS that is capable of detecting extra dialed digits from either the called party or the inmate's telephone. The Bidder must describe, in its response, the options available to the DOC upon detection of the extra dialed digits. (i.e., call termination, system alarm, logging of call to the database, etc.)
- 5.1.88 The Bidder must propose an ICS that is capable of detecting unusual or suspicious number sequences dialed or dialing patterns which the system identifies as possible attempts to commit fraud. The Bidder must describe, in its response, the options available to the DOC upon detection of the unusual or suspicious number sequences.
- 5.1.89 The proposed ICS must allow the DOC to immediately and remotely turn telephones on and off. This shall be capable of being accomplished by individual telephones, groups of telephones, or an entire DOC facility by DOC personnel with the appropriate authorization level.
- 5.1.90 The Bidder must describe, in its response, all standard and optional security services employed to protect the proposed ICS in terms of unauthorized access through the installed network of services, unauthorized access through the ICS Local Area Network (LAN), unauthorized access to the ICS programming, unauthorized access through the ICS Wide Area Network (WAN).
- 5.1.91 The Bidder must agree, in its response, that it has reviewed the security policies of the Commonwealth of Massachusetts Information Technology Division (ITD) available on the ITD website at [www.mass.gov/itd](http://www.mass.gov/itd).
- 5.1.92 The Bidder must describe, in its response, how the DOC will be able to monitor the installed ICS and the ICS WAN network of services for possible security breaches.

#### **General Operational Requirements**

- 5.1.93 The Bidder must describe, in its response, the network of services required to support the proposed ICS. (i.e., ISDN, 56Kbps Circuit, T1, etc.).
- 5.1.94 The Bidder must describe, in its response, how it will address instances of inadequate outside network plant facilities at a DOC facility to ensure that the proposed ICS is implemented according to the installation schedule agreed to by the DOC.
- 5.1.95 The Bidder must describe, in its response, how remote access to the ICS for maintenance and programming by the Contractor provided. The Bidder must describe, in its response, all security measures, policies and procedures in place for this remote access.

- 5.1.96 The Bidder must provide, in its response, all electrical and environmental requirements of the ICS for each DOC facility. Such information must be provided for all components of the ICS including the central processor/equipment, call recording equipment, PCs, printers, etc.
- 5.1.97 The ICS proposed by the Bidder must be capable of automatically recovering from a power outage(auto-reboot) to full working order capable of processing inmate telephone calls with all programmed restrictions in place. This "auto reboot" must include all system hardware components, all software including DOC specific programming and restrictions and all network services (analog lines, T1 circuits, etc.). The Bidder must describe, in its response, any interaction required by DOC personnel for this system "auto reboot" to occur.
- 5.1.98 The Bidder must provide, in its response, a written description of the space requirements associated with all components of the proposed ICS. The Bidder must clearly define how much physical space is required by each hardware component and provide a recommended equipment layout configuration.
- 5.1.99   

- 5.1.100 The Bidder must provide, in its response, the capacities/limits for the proposed ICS. At a minimum, the Bidder must provide the capacity for the following:


- Individual Inmate Accounts
  - Call Records
  - Simultaneous Administrative Users
  - Workstations/PCs
- 

- Inmate Telephones
- Simultaneous Telephone Calls

## 5.2 SYSTEM CALL RECORDING AND LIVE MONITORING

The DOC currently records inmate calls and monitors [REDACTED] select calls when necessary. This recording and monitoring is conducted on all calls with the exception of privileged calls (e.g., attorneys, etc.). The Bidder must address the following specifications regarding the recording of inmate calls.

- 5.2.1 The ICS proposed by the Bidder must be capable of recording all inmate calls simultaneously and at any time that a call is placed. The Bidder must describe, in its response, the call recording system being proposed in conjunction with the ICS.
- 5.2.2 The call recording system proposed by the Bidder must be capable of allowing call recording to be deactivated for specific telephone numbers assigned to an inmate's PIN. This capability would be utilized for inmate calls to attorneys, etc.
- 5.2.3 The call recording system proposed with the ICS must be a fully digital system allowing for digital storage of call recordings and the use of Compact Disk for the transfer of recordings.
- 5.2.4 The call recording system proposed by the Bidder must be capable of storing a minimum of [REDACTED] of inmate call recordings on site at each DOC facility.
- 5.2.5 The Contractor must provide backup storage of all recordings of inmate calls from each DOC facility off site at the Contractor's data storage facility for the life of this contract. The Bidder must describe, in its response, how this will be accomplished with the proposed system.
- 5.2.6 The Contractor must allow access to off site inmate call recordings by DOC personnel providing the ability for DOC personnel to download and transfer such recordings to CD when necessary. The Bidder must describe, in its response, how this is accomplished with the proposed solution for the DOC and what security measures are in place to ensure that DOC personnel access only those call recordings for which they are authorized.
- 5.2.7 The call recording system proposed by the Bidder must allow access to inmate call recordings from any PC on the ICS network within each facility. The Bidder must describe, in its response, how this is accomplished with the proposed system.
- 5.2.8 The call recording system proposed by the Bidder must allow access to inmate call recordings at each DOC facility by investigative personnel [REDACTED]

 The Bidder must describe, in its response, how this is accomplished with the proposed system.

- 5.2.9 At many times, the recorded telephone conversations of inmates are used as evidence in criminal or DOC violation investigations. The system proposed to the DOC must include the capability of transferring recorded calls and call segments to Compact Disk (CD-R/CD-RW) to be played on any industry standard CD device. The interface for accessing such recordings must have a Graphical User Interface (GUI) such as Microsoft Windows® and allow for “click and drag” capability for the transferring of recorded calls or call segments to CD.
- 5.2.10 The call recording system proposed by the Bidder must allow for the transfer of call recordings to CD in industry standard formats (e.g., wav, mp3, etc.) allowing for playback on standard PC CD drives or industry standard CD players. The Bidder must state, in its response, the recording file formats provided by the proposed recording system.
- 5.2.11 The call recording system proposed by the Bidder must allow DOC personnel to transfer call recordings to CD in a simplified and efficient manner. The system must allow DOC to transfer a call without having to fully download the file to the PC at which the staff member is working. The Bidder must describe how the transfer of call recordings is performed with the proposed ICS and call recording system.
- 5.2.12 The call recording system proposed by the Bidder must allow DOC personnel to locate call recordings in the following manners:
- search by inmate PIN;
  - search by certain time period (date/time)
  - search by certain telephone instruments

The system must allow for the search criteria either individually or in combinations.

- 5.2.13 The Bidder must retain ownership of the proposed recording equipment for the duration of this contract. All responsibility for maintenance and upgrades must be provided by the Bidder at no cost to the DOC.
- 5.2.14 The Contractor must ensure that the call recording system proposed with the ICS is maintained at the latest hardware and software level to ensure that DOC personnel are utilizing the latest tools available for call recording and call monitoring of inmate calls.

- 5.2.15 It is desirable that the call recording system provide a search capability that allows DOC personnel to search recordings [REDACTED]. The Bidder must provide, in its response, a description of this capability.
- 5.2.16 It is desirable that the call recording system provide a manner in which call recordings are encrypted to ensure that no digital modification of the recording has been made or to note if such modifications have been made. The Bidder must describe, in its response, how this encryption function operates and the features provided by such.
- [REDACTED]
- 5.2.17 The proposed ICS must allow DOC personnel to monitoring inmate calls [REDACTED]. This [REDACTED] must be allowed by specific inmate telephone within a DOC facility. The Bidder must provide all necessary equipment and software required to perform [REDACTED] with the proposed system.
- 5.2.18 The [REDACTED] function of the proposed ICS must allow for [REDACTED] monitoring of inmate calls [REDACTED] within each DOC facility [REDACTED] in the monitoring. The Bidder must describe, in its response, how this will be accomplished with the proposed system.
- 5.2.19 The proposed ICS must allow for DOC personnel to monitor inmate calls [REDACTED] by entering the specific inmate PIN. The Bidder must describe, in its response, how this is accomplished with the proposed system.
- 5.2.20 The proposed ICS must allow for DOC personnel to monitor inmate calls [REDACTED] by entering a specific telephone number. The Bidder must describe, in its response, how this is accomplished with the proposed system.
- 5.2.21 The proposed ICS must allow for [REDACTED]. [REDACTED] The Bidder must describe, in its response, how this function will operate with the proposed system.
- 5.2.22 It is desirable that the ICS provide the [REDACTED]. [REDACTED] The Bidder must list, in its response, the devices to which the ICS can send alerts.
- 5.2.23 It is desirable that the ICS provide the [REDACTED] listed in Section 5.2.22 above in a [REDACTED]. For example, [REDACTED]. If unanswered, the call would then [REDACTED].

- 5.2.24 It is desirable that the ICS call monitoring capability provide a form of [REDACTED] that would [REDACTED]. The Bidder must provide, in its response, a description of this capability.
- 5.2.25 The proposed ICS must allow for DOC personnel to monitor [REDACTED] from the DOC facility from which the call is placed. The Bidder must state, in its response, how this will be accomplished with the proposed system.
- 5.2.26 It is desirable that the ICS call monitoring capability allow for [REDACTED]. The Bidder must state, in its response, what is required to provide this [REDACTED] within the particular DOC facility.



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### 5.3 GENERAL TELEPHONE EQUIPMENT REQUIREMENTS

The Inmate Telephone Station Equipment required for the DOC shall consist of five (5) types of telephones as listed in this section of the RFR.

#### **Type 1: Wall Mounted Telephones (Indoor)**

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

- 5.3.1 All Inmate Telephone Equipment must be of new manufacture and be provided (and installed) with the proposed ICS at no cost to the DOC.
- 5.3.2 The Bidder must provide all required materials, hardware, software and telephone cabling (where re-use is unavailable or new locations are required) to install the proposed inmate telephones.
- 5.3.3 The Bidder is responsible for reimbursing the DOC for any "construction" costs incurred to facilitate the installation of the inmate telephones.
- 5.3.4 All inmate telephones must be powered by the ICS system and require no additional power source at the instrument.
- 5.3.5 The inmate telephone instrument must be compact in design. The Bidder must include photographs of the proposed inmate telephones in its response.
- 5.3.6 The inmate telephone instruments must not include coin entry slots or coin return slots regardless of whether these functions are disabled.
- 5.3.7 The inmate telephone instruments shall not contain card reader capabilities or slots used to identify inmate telephone accounts for purpose of debiting inmate telephone accounts.
- 5.3.8 The Bidder shall provide a unique number, physically imprinted on each Inmate Telephone so that the number can be seen by DOC personnel for the purposes of reporting troubles and troubleshooting problems. As new inmate telephones are added or telephones are replaced they shall be identified in the same manner and all appropriate paper work shall be updated to reflect the addition.
- 5.3.9 The inmate telephones must be capable of reducing or eliminating background noise to the inmate using the telephone. The Bidder must describe, in its response, how this will

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be accomplished with the proposed inmate telephone instruments (e.g., confidencers, phone enclosures, etc.).

- 5.3.10 All inmate telephones shall provide volume controls which allow inmates to amplify the called party's voice.
- 5.3.11 The Bidder shall provide dialing instructions as well as a "warning" that states "This Call is Being Recorded" to the inmate in English and Spanish on each inmate telephone in a manner which reduces the possibility of being destroyed. Simple labels or other accessible surface instructions will not be acceptable to meet this requirement.
- 5.3.12 The Bidder shall maintain the above required telephone dialing instructions and warning statements for legibility and accuracy during the course of this contract.
- 5.3.13 The inmate telephone instrument shall not be capable of being used to program any feature of the proposed ICS.
- 5.3.14 All of the proposed inmate telephones must be compliant with all applicable requirements of the American with Disabilities Act (ADA).

#### **Type 2: Special Management Unit Telephones**

- 5.3.15 The second type of inmate telephone instrument shall be portable or "movable" inmate telephones that are used mainly in special management units and must be manufactured to withstand abuse (physical, liquid, etc.) as well as be compact enough to fit through standard food slots. Industry standard 2500 telephone sets will not be acceptable at meeting this requirement. The Bidder must state how it will allow the DOC to secure the touch tone pad after the special management unit's inmate's initial call now been placed.
- 5.3.16 The Bidder must describe, in its response, how these movable or portable telephones will be moved from one cell to another by DOC personnel to allow for inmate calling.
- 5.3.17 The Bidder must provide a special management unit telephone that includes all call restrictions of the ICS with regard to inmate PINs, call duration, etc.
- 5.3.18 The Bidder must provide a special management unit telephone that allows DOC personnel to provide the handset only to the inmate thus denying access to the dial pad by the inmate. The Bidder must describe, in its response, how this is accomplished with the proposed telephone instrument.

- 5.3.19 The Bidder must provide special management unit telephones according to the telephone quantities listed in Attachment B.

**Type 3: Outdoor Telephones**

- 5.3.20 The third type of Inmate Telephone Station Equipment shall be "all weather" inmate telephone sets to be used in some outdoor conditions as various DOC facilities.
- 5.3.21 The outdoor inmate telephone instruments must meet all requirements of the Type 1: Wall Mounted Telephones (Indoors) described in this section. The Bidder must state this compliance in its response.
- 5.3.22 The outdoor inmate telephone instrument must be weather-proof to ensure durability in outdoor conditions including winter weather.

**Type 4: Coin Operated Telephones**

The fourth type of inmate telephone instrument shall be coin operated pay telephones primarily used in pre-release areas, lobby and/or visiting areas only. Coin operated telephones are not to be proposed to meet the inmate telephone requirement. Coin operated telephones must offer all standard payphone options including coin, collect and calling card access.

- 5.3.23 The Bidder must provide coin-operated, public telephones to DOC facilities, as listed in Attachment B. These telephones must meet all FCC and Massachusetts Dept. of Telecom & Energy regulations regarding local calling, toll free number surcharges and alternate carrier access.
- 5.3.24 Throughout the term of the contract the Bidder must install additional coin operated telephones as required by DOC. This includes expansion to existing institutions and newly constructed facilities. This must be done at no cost to DOC.
- 5.3.25 Coin operated telephones must provide outgoing service only. Incoming calls must not be accepted at any coin operated telephones at the DOC facilities.

**Type 5: TDD/TTY Devices**

- 5.3.26 The DOC currently have inmates who are deaf or hearing impaired and must place outgoing telephone calls via a TDD/TTY. The Bidder must describe, in its response, how such calls will be conducted in conjunction with the proposed ICS.

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- 5.3.27 The Bidder must describe, in its response, how outgoing inmate calls via the TDD/TTY are conducted in the following circumstances while maintaining all call controls:
- a standard telephone number on the inmate's call list;
  - toll free number for the deaf relay service;
  - 711 deaf relay service call;
- 5.3.28 The Bidder must describe, in its response, how outgoing call control for TDD/TTY users is maintained with the proposed ICS.
- 5.3.29 The Bidder must provide adequate TDD/TTY or suitable devices to each DOC facility, maintain such devices as well as provide additional devices, at no cost, when requested by a specific DOC facility.
- 5.3.30 The Bidder must provide TDD/TTY or suitable devices which contain a digital display (e.g., LCD, LED, etc.) and a printing device.
- 5.3.31 The Bidder must provide TDD/TTY or suitable devices that allow the inmate conversation [REDACTED] allowing the DOC to have [REDACTED] [REDACTED] with the exception of privileged calls to attorneys, etc.
- 5.3.32 The Bidder must describe, in its response, how inmate call will be invoiced (and to whom) when the inmate uses the TDD/TTY device to place a call via the Massachusetts Deaf Relay Service.

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#### 5.4 DATA BACK-UP

- 5.4.1 The Bidder must perform all system and database back-ups and archiving. All archival hardware, supplies, network and recovery procedures which ensure that no data shall be lost must be provided by the Bidder at no cost to the DOC.
- 5.4.2 The Bidder must be capable of recovering all system data for all locations, to the point of full system operation, using a system backup.
- 5.4.3 The Bidder must describe, in its response, the back-up schedule for:
- The local system programming databases for each DOC facility;
  - The central Contractor maintained programming database for all DOC facilities;
  - All inmate call records for each DOC facility;
  - All inmate call records for all DOC facilities maintained at the Contractor's site;
  - All inmate call recordings for each DOC facility;
  - All inmate call recordings for all DOC facilities maintained at the Contractor's site.
- 5.4.4 The Bidder must state, in its response, if these system back-ups are performed in real-time (e.g., as the transaction/call completes) or as a pre-scheduled time during the day.
- 5.4.5 The Bidder must describe, in its response, how the local ICS databases at all DOC facilities will be kept current with the ICS backups at the Contractor site in case of required re-programming or system recovery at a DOC facility.
- 5.4.6 The Bidder must agree, in its response, that the DOC retains ownership of all archived information, call detail, inmate records, etc. The Bidder must agree, in its response, that the DOC has the right to obtain all archived information, call detail, inmate records, etc. associated with the ICS regardless of the location of such information within the Contractor's organization or site.
- 5.4.7 The Bidder must describe, in its response, how it will provide system security for all data stored locally and at its central storage location. Such security description must include system security as well as how access to such sensitive information will be performed within the Bidder's organization.

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## 5.5 ICS MANAGEMENT/ADMINISTRATION REQUIREMENTS

- 5.5.1 The Bidder must propose an ICS that can be administered on-site by the Bidder's personnel and DOC personnel.
- 5.5.2 The Bidder must propose an ICS that allows for changes to be administered in "real time" while the system is in use. The proposed system must not require the system to be taken off line to make additions, changes or retrieve reports.
- 5.5.3 The Bidder must propose an ICS that provides a Graphical User Interface (e.g., Microsoft Windows™) for both system administration and system reporting functions. The Bidder must provide samples of its User Interface screens with its response.
- 5.5.4 The Bidder must describe, in its response, what system administration functions are available with the proposed ICS (i.e., new account entry, account/record modification, account deletion, etc.).

### PIN Transfer Between DOC Sites

The DOC makes transfers of inmates between facilities on a daily basis (Monday through Friday). In addition, unscheduled inmate transfers can occur at any time or on any day. Although the DOC understands that there will sometimes be unusual circumstances to prevent such, it is important that the PIN assigned to the transferred inmate be active at the new facility within [REDACTED] after the physical transfer. The DOC will provide the Contractor with a list of inmates to be transferred on a daily basis to assist in facilitate this PIN transfer.

- 5.5.5 The Bidder must agree, in its response, to this [REDACTED] PIN transfer requirement.
- 5.5.6 The Bidder must describe, in its response, how it will perform daily scheduled transfers.
- 5.5.7 The Bidder must describe, in its response, how it will perform unscheduled PIN transfers to ensure that the transferred inmate has access to their attorney through the ICS.

### Semi-Annual Review

- 5.5.8 The Contractor must conduct a semi-annual review of the inmate PIN database to ensure that all DOC staff, volunteers, consultants, etc. telephone numbers are not part of the system allowable number lists. The DOC will provide a list of appropriate telephone numbers.

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## 5.6 SYSTEM REPORTING FUNCTION

- 5.6.1 The proposed ICS must provide a system reporting package accessible by DOC personnel. This reporting package must allow for the querying of inmate call records and include a graphical user interface (GUI) for ease of use.
- 5.6.2 The proposed ICS must allow for the generation of reports by DOC facility, a combination of DOC facilities or all DOC facilities.
- 5.6.3 The proposed ICS must allow for the generation of reports by DOC personnel based on their user access level.
- 5.6.4 The proposed ICS must provide for custom reports to be developed by the DOC and provide for the following standard, at a minimum:
- Chronological List of Calls
  - Daily Call Volume Summary
  - [REDACTED]
  - Weekly Call Volume Summary
  - [REDACTED]
  - Inmate Account Summary
  - Inmate Account Detail
  - [REDACTED]
  - Suspended Inmate Account
  - [REDACTED]
  - Telephone Numbers Assigned to More Than One Inmate Account
  - Quantity of Calls per Inmate Account
  - Quantity of Minutes per Inmate Account
  - Blocked Telephone Number List
  - Local Exchange Volume (by Exchange)
  - Area Code Volume (by Area Code)
- 5.6.5 The proposed ICS must allow for selected reports to be generated automatically based on DOC criteria (e.g., time of day, volume of calls, particular inmate, etc.).
- 5.6.6 The proposed ICS must allow for automatic generation of reports by individual DOC facility or on a system wide basis.

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- 5.6.7 The proposed ICS reporting function must allow for the exporting reporting data to Microsoft Excel® and Microsoft Word® at a minimum.
- 5.6.8 The proposed ICS must allow for all reports to be viewed in hard copy format or viewed "on-line" by a user with the proper access level.
- 5.6.9 The proposed ICS must allow for access by members of the [REDACTED] [REDACTED] to the ICS at each of the DOC facilities for inmate call reports, inmate call monitoring and inmate call recording. The Bidder must describe, in its response, how this is accomplished and what security measures are in place during this access.
- 5.6.10 It is desirable that the ICS provide DOC personnel that ability to [REDACTED] [REDACTED]. The Bidder must describe, in its response, how this function is provided and how it operates with the proposed system.



## 5.7 SYSTEM IMPLEMENTATION AND TRANSITION

The DOC is presently utilizing an ICS provided by Verizon. It is therefore of the utmost importance that the Bidder address the issue of transition from the existing system to the new ICS at all DOC locations. The DOC realizes that some "down time" will occur during this transition but the Bidder must propose an implementation plan that reduces this "down time" and allows for a smooth progression to the new system.

5.7.1 The Bidder is required to provide the DOC a full implementation plan upon award of contract for the ICS. The Bidder's implementation plan must include a detailed explanation of the following items:

- pre-installation procedures for each DOC facility;
- pre-installation procedures for the complete system;
- network circuits/service coordination requirements;
- software programming and preparation;
- equipment delivery schedules;
- equipment security procedures;
- equipment/system installation procedures;
- inmate telephone installation procedures;
- system testing at each DOC facility;
- system testing of overall system connectivity;
- training of DOC personnel;
- actual system cutover to service
- list of DOC responsibilities.

5.7.2 The Bidder must work with the DOC to determine the exact times when Inmate Telephone Equipment can be replaced to reduce "down time".

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

5.7.4 The Contractor shall coordinate the removal of the existing inmate **telephones** in all DOC facilities. The Contractor is required to meet with the DOC so that the existing telephones may be used during the transition to the new inmate telephones provided under this contract.

- 5.7.5 The Bidder is allowed to re-use existing station cabling installed at each DOC facility for the inmate telephones once it has "tone and tested" each cable run to ensure that the station cable is capable of supporting the new inmate telephones.

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

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

- 5.7.6 Although the DOC does not anticipate that such work will be required, the Bidder must agree in its response to obtain DOC permission in writing before proceeding with any work that requires cutting into or through girders, beams, concrete or tile floors, partitions or ceilings, or any work that may impair fireproofing or moisture proofing, or potentially cause any structural damage.
- 5.7.7 The Bidder will be responsible for all programming of the ICS including the generation and creation of the system database(s) required to provide a fully operational ICS.
- 5.7.8 The Bidder must transfer the current ICS database information including inmate profiles (PINs) and call records to the new system. The Bidder must state, in its response, how this will be accomplished and what is required of the DOC to facilitate this transfer of information.
- 5.7.9 The Bidder must clean up and remove any and all debris and packaging material resulting from its work at the DOC facility on a daily basis.
- 5.7.10 Upon completion of installation, the Bidder must leave the DOC facility clean, orderly and ready for immediate use.
- 5.7.11 The Bidder shall be completely responsible for replacing, restoring or bringing to former condition any damage caused by the Bidder's installation personnel to floors, ceilings, walls, furniture, grounds, pavement, etc. Any damage or disfigurements shall be restored to its former condition by the Bidder at no cost to the DOC.
- 5.7.12 The Bidder must ensure that all of its work and materials comply with all local, state and federal laws, ordinances and regulations as well as the direction of any inspectors

appointed by proper authorities having jurisdiction over this type of network and equipment installation.

The Bidder is responsible for obtaining all necessary permits. Should violation of codes occur relating to this network installation project because necessary permits were not identified and obtained by the Bidder, the Bidder will cease all work at that specific location and correct the situation, immediately, at no cost to the DOC prior to continuation of system installation.

- 5.7.13 The Bidder is required to adhere to all prevailing wage rate specifications and schedules as determined by the Commissioner of the Commonwealth of Massachusetts Department of Labor and Workforce Development, Division of Occupational Safety and the United States Department of Labor when required.

#### **Implementation Team**

- 5.7.14 The Bidder must provide a Project Manager for the implementation of the proposed ICS for the DOC. The Project Manager must serve as the Single Point of Contact (SPOC) for the DOC during the initial ICS implementation period regardless of the length of this implementation period. The Project Manager must be available to the DOC via telephone, cellular telephone, and e-mail at a minimum during the course of this project.

The Project Manager for the implementation of the ICS must have experience with the implementation of an ICS on a scale equal to the DOC. The Project Manager for the implementation of the network services must not be the Account Manager required in Section 4.1.

The Bidder must provide, in its response, the name of the Implementation Project Manager to serve the DOC during the implementation of the ICS. A professional résumé detailing this Project Manager's qualifications and experience on projects of similar size and complexity as the DOC project must be provided as an attachment to the Bidder's response.

- 5.7.15 The Bidder must provide, in its response, the names of the implementation project team members, their location, and qualifications statements for each member assigned to the implementation of the ICS at the DOC.

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- 5.7.16 The Bidder must warrant in its response that all installation personnel who will implement the proposed ICS have been fully trained and certified by the manufacturer as qualified to install and service the proposed ICS. The Bidder must provide proof of manufacturer certification for its implementation team members as an attachment to its response.
- 5.7.17 All personnel assigned to the Bidder's implementation team who will work on-site at the DOC facility at any time must comply with all DOC requirements for facility access including tool control, background checks and dress code. (See Section 4.3 and Section 4.4).
- 5.7.18 When individual personnel changes within the implementation team are necessary, the Bidder must provide personnel replacements whose experience and expertise is equal or superior to the personnel member being replaced.
- 5.7.19 All personnel replacements to the implementation team must be completely familiar with the Bidder's ICS offering to the DOC as well as the requirements of this RFR as they pertain to the implementation of the ICS as the DOC.
- 5.7.20 The Bidder must describe, in its response, how it will transition implementation team members when necessary. This transition must include a transfer of specific DOC information and knowledge as well as Bidder specific information/services offered to the DOC.
- 5.7.21 The Bidder must state the implementation requirements and responsibilities of DOC personnel at each DOC facility. These requirements and responsibilities must be kept to a minimum. The Bidder is responsible for performing all installation tasks to provide a fully functional ICS at each DOC facility.

### System Testing

- 5.7.22 The Bidder must describe, in its response, how it performs standard system testing to ensure that the proposed ICS and its network services are fully implemented and ready to accept inmate traffic and DOC use. This description must include the Bidder and industry standard methodologies, procedures and protocols consistent with the ICS proposed for the DOC. The Bidder must describe what is required of DOC personnel during this system testing. All hardware, software, software licensing, etc. required to perform this testing must be provided to the DOC at no cost.

- 5.7.23 The Bidder is required to provide system testing which simulates normal operating conditions of the installed ICS to ensure proper performance after hardware and software configuration is complete. This simulation must include full traffic load representing high traffic situations for inmate calling traffic.
- 5.7.24 The Bidder must agree, in its response, to the DOC's right to require the replacement of any network service or system component whose failure to meet required performance levels during testing has risen to chronic problem level.

### System Acceptance

- 5.7.25 The DOC defines system acceptance as the "problem free" operation of the ICS and its network of services for a period of 30 consecutive days commencing with the actual completion of ICS installation and testing.

Should the proposed ICS operate "problem free" during the initial 30 day acceptance period, the Bidder may consider the ICS installation as complete at that DOC facility and commence with post installation maintenance and support.

Should the ICS fail to operate "problem free" during the 30 day acceptance period, the Bidder shall correct the problem at no cost to the DOC and the 30 day acceptance period will begin again. The Bidder is required to provide all materials and labor to ensure that the installed ICS is performing according to manufacturer specifications and the requirements of this RFR. Failure of the Bidder to have the installed ICS installation "accepted" by the DOC within 60 days of the installation date will result in the replacement of the ICS in its entirety at that specific DOC facility.

- 5.7.26 The Bidder must agree, in its response, to negotiate the definition of "problem free" operation with the DOC **prior to system contract**. However, for the purposes of this RFR, "problem free" operation during the initial 30 day period is defined as the following:

- Failure of no more than two percent (2%) of the telephone instruments;
- Failure of no more than ten percent (10%) of analog network services;
- Failure of no more than one (1) digital trunk (TI, ISDN PRI);
- Operation of the system security features including PINs, etc.
- Operation of the system software without major conflicts or feature failure;
- Non-failure of any Central Processing Unit (CPU).

### System Documentation

- 5.7.27 At the completion of the project, the Bidder must provide a complete set of system reference manuals which must include information specific to the installation at each DOC facility.
- 5.7.28 The Bidder shall supply all necessary documentation to DOC personnel with regard to maintenance contact numbers, maintenance reporting procedures, maintenance escalation procedures, etc.
- 5.7.29 The Bidder must provide programming manuals that are specific to each DOC facility.
- 5.7.30 The Bidder must provide DOC facility specific "checklists" allowing trained DOC personnel to become acquainted with the specific programming of the ICS installed at that particular DOC facility.
- 5.7.31 The Bidder must provide written procedures at each DOC facility that instruct DOC personnel on how to report system troubles, escalate system troubles within the Bidder's organization, contract Bidder personnel during weekend shifts, etc. The Bidder must update such written procedures on a quarterly basis during the term of this contract.

## 5.8 TRAINING REQUIREMENTS

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

- 5.8.1 The Bidder must provide all end-user training to the DOC at no cost.
- 5.8.2 The Bidder must provide all end-user training on site at the various DOC facilities.
- 5.8.3 The Bidder must provide training for various levels of DOC personnel including full-time system administrators, part-time system administrators, special investigators, and data entry specialists, etc.
- 5.8.4 The Bidder must provide full training for all assigned system users on how to create, delete and modify inmate programming and profiles.
- 5.8.5 The Bidder must provide full training for all assigned system users on how to generate appropriate system reports.
- 5.8.6 The Bidder must provide full training for all assigned system users on how to maintain inmate [REDACTED] and respond accordingly when these [REDACTED] are exceeded.
- 5.8.7 The Bidder must provide full training on all components of the Secure Inmate Calling System.
- 5.8.8 The Bidder must provide full training on the provided call recording function including the [REDACTED] of inmate calls, playback of archived calls and the transfer of calls to other media for playback [REDACTED]
- 5.8.9 The Bidder shall provide full training for all assigned DOC system users on how to change inmate restriction levels (by telephone, suspend PIN, etc.).
- 5.8.10 The Bidder must provide full training for all assigned system users on how to initiate system restrictions including the shutting down of individual inmate telephones, groups of inmate telephones or the entire facilities systems.
- 5.8.11 The Bidder must provide ongoing system training for existing DOC personnel when required by the DOC at no cost.

- 5.8.12 The Bidder must provide additional training for new DOC personnel when required by the DOC at no cost.
- 5.8.13 The Bidder must describe, in its response, any advanced system training that may be available to DOC personnel whether provided on-site at the DOC facility or off-site at the Bidder's training facilities.
- 5.8.14 The Bidder must in its proposal include the name, title and qualifications of the Bidder staff member who will have the overall responsibility for training.
- 5.8.15 The proposed ICS must provide for integrated help function for system operation, administration, reporting and management functions.
- 5.8.16 The Bidder must provide a "live" Help Desk support function to DOC at no cost to the DOC during the term of this contract. This Help Desk function must be capable of providing support via telephone to the DOC ICS personnel for the functions of the ICS. This Help Desk function must be available Monday through Friday, 8:00 am to 6:00 pm Eastern Time.
- 5.8.17 The "live" Help Desk support function provided by the Contractor must be located within the continental United States.



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**5.9 EQUIPMENT/SYSTEM MAINTENANCE**

- 5.9.1** The Bidder must provide an ICS at all required DOC facilities that is fully functional in regards to all labor, materials, programming, system hardware and software.
- 5.9.2** The Bidder must warrant that the ICS installed for the DOC facilities shall be free of defects, irregularities, unprofessional installation, code violations and shall operate as designed and proposed. Should the system not operate as designed and proposed or violate any local, state or federal code, the Bidder shall immediately correct the defect or irregularity or bring the system within code and performance specifications at no cost to the DOC.
- 5.9.3** The Bidder must provide all post installation system programming and maintenance services at no cost to the DOC.
- 5.9.4** The Bidder must agree in its response that maintenance service is available on its ICS seven days per week, twenty-four (24) hours a day
- 5.9.5** The Bidder must propose an ICS that provides for remote diagnostics and maintenance.
- 5.9.6** The Contractor is responsible for replacement of the ICS in its entirety or its individual components regardless of cause including, but not limited to, normal wear/use, inmate abuse, natural disaster, or inmate unrest. This system or component replacement will be performed at no cost to the DOC and will occur immediately upon notification to the Bidder of the system problem by the DOC facility.
- 5.9.7** The Contractor is responsible for replacing of inmate telephones in their entirety regardless of cause including, but not limited to, normal wear/use, inmate abuse, natural disaster, or inmate unrest. The Contractor must replace inmate telephones requiring repair and not repair components of the inmate telephone on site at the DOC.

**Response To Maintenance Calls**

Should any critical component of the ICS provided by the Bidder fail, the Bidder must respond to ICS maintenance/repair calls from the DOC in the manner outlined in this section.

**5.9.8 Definition of a "Major Emergency"**

For the purpose of this RFR, a "Major Emergency" shall be defined as an occurrence of any one of the following conditions. The Bidder is required to further negotiate with the

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DOC prior to system installation to determine additional **specific criteria** for a "Major Emergency".

- A failure of the ICS processor, its common equipment or power supplies which render the system incapable of performing its normal functions;
- A failure of the recording function or any of its components that affects the full recording operation;
- A failure of 50% or more of the inmate telephones at **any one area** within a DOC facility;
- A failure of any of the ICS functions that result in the ability of inmates to place calls without the use of assigned PINs;
- A failure of any of the ICS functions that results in the ability of inmates to make direct dialed calls when the system is operating in collect call mode;
- A failure of any of the system functions that results in the ability of inmates to reach a "live" operator;
- A failure of the system "kill switches" or similar ICS disabling function proposed by the Bidder.

#### 5.9.9 Response Times for a "Major Emergency"

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

Should the problem not be resolved via remote access, the Bidder must have a qualified technician, suitably equipped for the installed system, on site at the DOC institution within two (2) hours from the time of initial trouble report.

Response to "Major Emergency" conditions must be performed on a 24 Hours-a-Day/Seven Days-a-Week/365 Days-a-Year basis through out the term of this contract.

#### 5.9.10 Definition Of "Routine Service"

For the purpose of this RFR, Routine Service shall be defined as an ICS failure or problem other than a "Major Emergency" item as listed above or defined by the DOC.

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### 5.9.11 Response Times For "Routine Service"

For a "Routine Service" the Bidder must respond to the service problem within four (4) hours of the initial trouble report by the DOC facility through the use of remote testing or access. Should the ICS not be accessible for remote access, the Bidder must have a qualified technician, suitably equipped for the installed system, on site at the DOC facility within twelve (12) business hours from the time of initial trouble report. Business hours are defined as 8:00 a.m. to 6:00 p.m., Monday through Friday.

Should the problem not be resolved via remote access, the Bidder must have a qualified technician, suitably equipped for the installed system, on site at the DOC institution within six (6) hours from the time of initial trouble report.

### Answering of Maintenance Calls

5.9.12 The Bidder must ensure and state, in its response, that all maintenance calls from the DOC shall be answered by a "live" operator/service representative at all times.

5.9.13 It is desirable that that all maintenance calls from the DOC be answered by a "live" operator/service representative who is local (within Massachusetts) at all times.

### Critical Component Availability

5.9.14 The Bidder must guarantee to the DOC that all parts and materials necessary to repair the proposed ICS are readily available to on-site service personnel 24 hours per day, seven days per week, 365 days per year. The DOC will not accept the delay of any ICS repair based on the fact that service personnel cannot access a system parts warehouse, office or similar Bidder facility because the facility not being opened "after hours", or on weekends or holidays.

5.9.15 It is desirable that the Contractor provide "spare" inmate telephone equipment at each DOC facility to allow for timely replacement of telephones that are not operating for any reason. The Bidder must provide on site a minimum number of spare sets equal to five percent (5%) of the total number of inmate telephones installed at each DOC facility.

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### Escalation Procedures During Service Maintenance

5.9.16 The Bidder must provide, in its response, escalation procedures to address inadequate maintenance service of the ICS. These escalation procedures must include multiple levels of management personnel. Access to additional management personnel must be made available to the DOC upon request.

The Bidder must provide, in its response, a **complete list** of its maintenance service escalation procedures including:

- a list of personnel at each level of escalation;
- contact telephone, fax, pager, cellular numbers;
- methods by which escalation is initiated; and
- criteria for escalation at each level.

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

### Maintenance Records

5.9.17 The Bidder must provide to the DOC, upon request during the term of this contract, maintenance records that include a listing all repair notices including the date and time of the service trouble report, the nature of the problem reported, and date/time of problem resolution.

5.9.18 The Bidder must provide historical maintenance records for 24 months from the current date.

5.9.19 It is desirable that the Bidder provide historical maintenance records from the initial contract date of this contract with the DOC.

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**5.10 CONTRACTOR PERFORMANCE**

As the single Commonwealth Agency responsible for promoting public safety by incarcerating offenders while providing opportunities for participation in effective programming, the DOC requires that the ICS and the Contractor perform at the highest levels of operation and service.

**5.10.1** The Bidder must describe, in its response, how it will maintain maximum network “up time” for the ICS installed at each DOC location. The Bidder must provide current network “up time” figures for similar ICS installations.

**5.10.2** The Bidder must describe, in its response, how it will maintain maximum network “up time” for the network services installed for the ICS at each DOC location. The Bidder must provide current network “up time” figures for similar ICS installations.

**Catastrophic Network Failure Conditions**

**5.10.3** The Bidder must describe, in its response, the business continuity plans it has in place within its own organization and its network of services to ensure that the network services installed to serve the ICS installed at the DOC.

**Penalty for Non-Performance and Network Downtime**

**5.10.4** The operation of the Contractor’s ICS at each DOC facility must be of the highest priority for the Bidder. Therefore the Bidder must provide a credit of \$100 to \$500 (depending on the occurrence) per hour for each hour the Contractor exceeds the response times listed in Section 5.9.9 and Section 5.9.11. (Refer to Section 2.29 with regard to the application of penalties.)

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## 5.11 POST INSTALLATION & EXPANSION REQUIREMENTS

- 5.11.1 The DOC may require the addition of equipment at its facilities after the original installation of the proposed ICS. The Bidder must install additional equipment within 30 days upon notification from the DOC authorized personnel. The installation of this equipment shall be at no cost to the DOC.
- 5.11.2 When a new DOC facility is opened by the DOC, the Bidder shall determine (in conjunction with the DOC) a schedule for installation of an ICS at that facility to ensure inmate calling service at the new site as soon as practical. The ICS shall be installed at the new facility at no cost to the DOC.
- 5.11.3 The Bidder shall be responsible for making all system modifications necessary to allow inmates to place calls as industry dialing requirements change including the introduction of new area codes and new exchanges. These system modifications shall be provided at no additional cost to the DOC. The update of the ICS with new area codes and exchanges will be performed within 30 days of the area code and/or exchanges introduction to the general public.
- 5.11.4 The Bidder shall be responsible for complying with and updating the Secure Inmate Calling System for any regulatory changes and requirements during the life of the contract. These regulatory changes include federal, state, county and municipal modifications. These changes shall be made at no additional cost to the DOC.
- 5.11.5 All call processing and call rating information shall be kept current by the Bidder to ensure inmates can place calls to all approved numbers. This information includes but is not limited to local exchanges, area codes, country codes, vertical & horizontal coordinates, and any other information necessary to accurately process and rate calls. The Bidder shall provide the DOC with rating information within 24 hours when requested by the DOC.
- 5.11.6 The Bidder must describe, in its response, the transition plan for all call records and call recordings to be transferred to the DOC at the completion of the contract resulting from this procurement.
- 5.11.7 The Bidder shall provide, in its response, a full explanation of how it will handle a phase-out situation at the end of the contract period should the Bidder not be selected for the next contract to provide an ICS to the DOC.

This plan shall indicate any commission adjustment that will take effect should the next provider not be able to phase-in its service for ninety (90) days.

The Bidder shall identify any equipment which will be owned by the DOC and any equipment not owned by the DOC at the end of this contract.

## 5.12 SITE ADMINISTRATORS

The Contractor is required to provide on-site Site Administrators for the DOC facilities during the term of this contract.

The Site Administrators must be fully trained on the proposed ICS with regards to system programming, entering of inmate information, manipulation of call recordings and the treatment of call records for required reports.

### Supervisor Personnel

- 5.12.1 The Contractor must provide a full time (40 hours per week minimum) supervisor dedicated to the DOC for the term of this contract. The Bidder must provide, in its response, the qualifications of the supervisor by means of a professional résumé.
- 5.12.2 The Contractor provided supervisor must be located locally within Massachusetts.
- 5.12.3 The Contractor provided supervisor must have full responsibility for the performance of the all site administrators provided by the Contractor to the DOC.
- 5.12.4 The Contractor provided supervisor must be familiar with the DOC and visit each DOC facility a minimum of once per month to meet with the site administrator at that particular DOC facility.
- 5.12.5 The supervisor provided by the Contractor to the DOC must be a full time employee of the Contractor.
- 5.12.6 The Contractor provided supervisor must not be one of the site administrators provided by the Contractor to meet the requirements of this RFR.
- 5.12.7 The Contractor provided supervisor must be capable of fulfilling the duties of a site administrator due to unexpected absence of the site administrator at any DOC facility.

### Site Administrators

- 5.12.8 The Contractor must provide a full time site administrator at the DOC facilities in Concord and Framingham. These locations are the committing facilities for the DOC. The Contractor must provide full time site administrators dedicated to the DOC only and be on-site in Concord and Framingham Monday through Friday, eight (8) hours per day.



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- 5.12.9 The Contractor must provide dedicated site administrators for each of the DOC's remaining facilities for four (4) hours per day, Monday through Friday. Actual assignment of site administrator personnel will be finalized prior to contract signing with the Contractor. Any change in site administrator assignments or coverage will be made only upon approval by the DOC.
- 5.12.10 The Bidder must state if the site administrators proposed for the DOC will be employees or independent contractors of the Contractor.
- 5.12.11 The Bidder must describe, in its response, how it will keep the turnover of site administrators at a minimum during the term of this contract (e.g., competitive salary, paid holidays, reasonable health benefits, vacation packages, etc.).
- 5.12.12 It is desirable that the Contractor provide site administrators with a minimum hourly wage of \$15.00 and competitive health benefits. The Bidder must describe in its response how it meets this desirable specification.
- 5.12.13 It is desirable that the Contractor make all reasonable efforts to hire bi-lingual site administrators.
- 5.12.14 The site administrators provided by the Contractor must adhere to all background and security checks required by the DOC as well as attend the DOC's new employee orientation (40 hours total).
- 5.12.15 The Contractor must provide site administrators that are fully trained in the operation of the ICS proposed for the DOC. The Bidder must describe, in its response, the training that each site administrator will undergo prior to deployment at the DOC facilities.
- 5.12.16 It is important to the success of this contract that the site administrator positions are filled at all times by the Contractor. The Contractor must fill any site administrator position vacancy within 45 days. Failure to achieve such may result in a \$200 per day penalty (See Section 2.29) commencing on day 46 until the position is filled and the new site administrator attends the DOC's new employee orientation.
- 5.12.17 The Contractor must provide site administrators that will perform the following functions, at a minimum, for the DOC with regard to the ICS installed at each facility:
- Test the ICS to ensure functionality each day;
  - PIN data base initial entry (at committing sites);
  - PIN changes, moves, transfers, discipline sanctions, etc.;
  - Production of standard administrative and investigative reports;

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- Production of customized reports as required;
  - Conducting of quarterly inmate PIN list updates;
  - Conducting of semi-annual scans of inmate PIN lists for DOC personnel telephone numbers, etc.
  - Initiate or facilitate maintenance and repair of the proposed ICS, as required;
  - Primary Bidder point of contact for the DOC facility;
  - Resolve all complaints and inquiries regarding the ICS in a timely manner;
  - Transfer call recordings to portable media as directed by the DOC;
  - Transfer of inmate PINs between DOC facilities when required;
  - Other related duties as determined by the DOC.

### 5.13 RATE AND BILLING REQUIREMENTS

5.13.1 The Bidder shall provide all local exchange, intra-LATA (Eastern Massachusetts) and inter-LATA network services at all DOC facilities where the ICS is installed. The Bidder shall be responsible for installing and maintaining all telephone circuits necessary to provide the required ICS operation at no cost to the DOC.

#### Usage and Surcharge Rate Limitations

5.13.2 The Bidder's per call surcharge rates charged to the called party for collect calls within Massachusetts (local, intra-LATA and intra-state, inter-LATA) shall be the current DOC charge of \$.86 for inmate collect calls.

5.13.3 The Bidder's per call surcharge rate to the called party for inter-state, inter-LATA collect (outside of Massachusetts) shall be the current DOC charge of \$3.00 for inmate collect calls.

5.13.4 **Local Calling:** The Bidder's usage rates for local calling, in accordance with regulations of the Massachusetts Department of Telecommunications and Energy (MDTE) must adhere to the current effective Verizon tariff: DTA MA No. 10, Part M, Section 1.9.1, Schedule 2 (Page 29) for structure, billing and rates (\$.10 per minute). The DOC will not accept rates that differ from this required tariff.


5.13.5 **Intra-LATA Calling:** The Bidder's usage rates for Intra-LATA (eastern Massachusetts), in accordance with regulations of the Massachusetts Department of Telecommunications and Energy (MDTE) must adhere to the current effective Verizon tariff: DTA MA No. 10, Part M, Section 1.9.1, Schedule 2 (Page 29) for structure, billing and rates (\$.10 per minute). The DOC will not accept rates that differ from this required tariff.

5.13.6 **Intra-State, Inter-LATA Calling:** The Bidder's usage rates for intra-state, inter-LATA calling, in accordance with regulations of the Massachusetts Department of Telecommunications and Energy (MDTE) must adhere to the current effective Verizon tariff: DTA MA No. 10, Part M, Section 1.9.1, Schedule 2 (Page 29) for structure, billing and rates (\$.10 per minute). The DOC will not accept rates that differ from this required tariff.

5.13.7 **Inter-State, Inter-LATA Calling:** The Bidder must quote a per minute rate for all interstate, inter-LATA calls. All proposed rates must be based on a per minute basis only and not be distance sensitive. This per minute rate must be set at the current DOC required rate cap of \$.69 per minute for day, evening and night/weekend rates.

- 5.13.8 The Contractor may not make any changes to the per minute rates and per call surcharges during the life of this contract without the written approval of the DOC.
- 5.13.9 The Bidder must describe, in its response, how collect call to international locations outside the North American Dialing Plan are processed.
- 5.13.10 The Bidder must describe, in its response, how the pre-paid debit function of the ICS will operate with regard to international calls. The Bidder must provide a list of international locations to which inmates may place pre-paid debit calls and the per minute rate for such calls in the Cost Tables in Attachment D.

#### **Billing and Payment of Commissions**

- 5.13.11 The Bidder shall assume sole responsibility for billing called parties receiving collect calls from the ICS and for the collection of payments for these calls.
- 5.13.12 The Bidder shall provide a toll free number which will be clearly shown on the called party's bill for assistance in billing matters.
- 5.13.13 The Bidder must describe and list, in its response, the billing arrangements it has with local exchange carriers (LECs) to ensure that collect calling from the ICS can be processed to the called party.
- 5.13.14 It is desirable that the Bidder have billing arrangements with at least  of the local exchange carriers doing business in Massachusetts. The Bidder must provide, in its response, verification of this percentage being met.
- 5.13.15 It is desirable that the Bidder have billing arrangements with cellular service providers. The Bidder must provide, in its response, a list of cellular service providers with which it has billing arrangements.
- 5.13.16 The Bidder shall collect all revenue from the called party for collect calls placed by inmates. The Bidder shall provide a percentage of this revenue as a commission fee to the DOC on a monthly basis. The Commission rate proposed by the Bidder must be included in the Bidder's Price Bid. Do not include any specific costs or commission information in the Technical Bid.
- 5.13.17 The Commission Revenue paid to the DOC will be based on Gross Revenue. Gross Revenue is defined as revenue for all accepted calls without exception. The Bidder shall not deduct fraudulent, uncollectible or unbillable calls from the Gross Revenue prior to applying the Commission Percentage Rate for the DOC.

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- 5.13.18 The Bidder must agree, in its response, that a check for the commission amount will be sent to the DOC no later than 30 days after the close of the billing month. For example, a commission check for calls made during April will be forwarded to the DOC no later than June 1<sup>st</sup>.
- 5.13.19 The Bidder must state, in its response, all charges associated with the inmate initiated collect call that will appear on the called party's telephone bill.
- 5.13.20 The Contractor is not allowed to place any charges on the called party's telephone bill that are not directly related to providing the collect call. This includes charges for "property taxes", "construction fees", and other like charges that are not dictated by regulatory bodies. Violation of this requirement during the term of this contract may result in a one time fine of up to \$10,000 assessed by the DOC as well as refunds made to the called parties for all such charges.
- 5.13.21 The Bidder must describe, in its response, all pre-paid collect call options available to inmate families and other authorized called parties.
- 5.13.22 It is desirable that the pre-paid collect call option available to inmate families and other authorized called parties provide the following:
- Free initial call period offered to the inmate's called party;
  - Automatic transfer of the called party to the Bidder's billing customer service department for payment arrangement;
  - Funds tied entirely to a specific called party telephone number (of the depositor);
  - Balance of pre-paid account and the cost of the call be provided to the called party for each call;
  - Payment via credit card;
  - Payment via debit card;
  - Payment via money transfer organization (e.g., Western Union, etc.)
- 5.13.23 It is desirable that the pre-paid collect call option allow for [REDACTED] of the pre-paid account.
- 5.13.24 The Contractor must provide, on a monthly basis, a commission report that breaks down the total commission paid to the DOC by DOC facility. The Bidder must provide, with its response, a sample of this commission report.

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## Section 6

### Bidder History & References

#### 6.1 COMPANY BACKGROUND

- 6.1.1 The Bidder must be in the business of providing Secure Inmate Calling Systems and Related Services (as specified in this RFR) for a period of at least three (3) years prior to the due date of this RFR. The Bidder must state the number of years it has been providing ICS and provide documentation in its response.
- 6.1.2 It is desirable that the Bidder be in the business of providing Secure Inmate Calling Systems and Related Services (as specified in this RFR) for a period of ten (10) years prior to the due date of this RFR. The Bidder must state the number of years it has been providing ICS and provide documentation in its response.
- 6.1.3 The Bidder must include, in its response, a summary which describes, briefly, the following:
- Number of Offices;
  - Number of Offices within Massachusetts;
  - Organizational Structure;
  - Total Staff
  - Number of Years in Business;
  - Number of Years Providing Secure Inmate Calling Systems and Related Services;

#### 6.2 BIDDER/PRODUCT REFERENCES

The Bidder **must** provide end user references with its response. These references will be contacted either by telephone, mail or facsimile transmission to verify the Bidder's experience and "real world" installation procedures. All reference reviews are done in a professional and timely manner to minimize the demands on Bidder reference contacts.

A minimum of three (3) references must be provided on the Business Reference Form provided in Attachment F and included with your response. At least one (1) of these references must be for a correctional organization with in excess of 10,000 inmates.

Failure to provide references as required on the Business Reference Form may lead to disqualification of the Bidder's response.

It is the Bidder's responsibility to ensure that any reference provided in its response be aware that they may be contacted by the DOC regarding the services provided by the Bidder. All reference reviews are done in a professional and timely manner to minimize the demands on Bidder reference contacts. However, reference contacts which refuse to discuss the Bidder or the services provided by the Bidder will result in a "0" rating for the Bidder for that reference. The DOC is not responsible for "negotiating" a response from a reference provided by a Bidder and will not tolerate such reference responses as "we are not allowed to discuss that", "we do not have time to discuss this", etc.

The Bidder must provide an authorized primary and secondary contact name for each reference submitted. This will allow the DOC to complete any reference reviews in a timely manner.

### 6.3 BIDDER EXPERIENCE

6.3.1 The Bidder must further demonstrate its experience in the inmate calling system and correctional industries by providing a list of all correctional institution in which the Bidder has installed the proposed ICS. This list must include the institution, its location, and the total number of inmate telephones installed.

If the Bidder has not installed the proposed ICS in any other correctional institutions, the Bidder must state that fact in order to meet the requirement of this specification.

6.3.2 It is desirable that the Bidder have at least one reference of the same size as the DOC with regard to facilities and inmates. The Bidder must provide, in its response, a description of this reference including the number of facilities and number of inmates.

## **Attachment A**

### **Required Forms Checklist**



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## Attachment A Required Forms Checklist

Bidders must complete, execute and return the following forms, which are found under the "Forms & Terms" tab of this solicitation on the Comm-PASS system.

- Standard Contract Form
- Commonwealth Terms and Conditions
- Request for Taxpayer Identification and Verification (W9)
- Contractor Authorized Signatory Listing
- Affirmative Action Plan Form
- Affirmative Market Program Plan
- Northern Ireland Notice and Certification
- Certification of Tax Compliance

The Bidder must complete this checklist and include it with the completed forms as an attachment to its response to the RFR document.

## **Attachment B**

### **Required Inmate Telephones**

## Attachment B

### Required Number of Inmate Telephone Instruments

Location	Inside Inmate Telephones	Outside Inmate Telephones	Special Mgmt Unit Telephones	Coin Telephones
Bay State Correctional Center	24	6	0	2
Boston Pre-Release Center	12	0	0	3
Bridgewater State Hospital	18	4	0	1
Lemuel Shattuck Hospital Correctional Center	2	0	0	3
Mass Alcohol & Substance Abuse Center (MASAC)	18	0	0	2
Massachusetts Treatment Center	59	7	2	2
MCI - Cedar Junction	79	4	20	2
MCI - Concord	85	4	5	1
MCI - Framingham	64	0	2	4
MCI - Norfolk	57	11	3	2
MCI - Plymouth	13	2	0	1
MCI - Shirley	123	0	4	7
North Central Correctional Institution at Gardner	106	5	2	2
Northeastern Correctional Center	18	0	0	2
Old Colony Correctional Center	59	11	2	2
Pondville Correctional Center	11	0	0	0
South Middlesex Correctional Center	11	0	0	2
Souza Baronowski Correctional Center ( Shirley)	159	7	9	4
<b>TOTAL</b>	<b>918</b>	<b>61</b>	<b>49</b>	<b>42</b>

## Attachment C Current Inmate Call Volume and Commission History

### SUMMARY BY MONTH – ALL CALL TYPES

Date	Attempted Record Count	Accepted Record Count	Accepted Total Minutes
May, 2004	669,411	232,738	3,112,166
June, 2004	662,920	229,168	3,084,469
July, 2004	698,724	246,581	3,333,243
August, 2004	714,055	248,792	3,328,119
September, 2004	652,354	226,399	3,020,223
October, 2004	650,301	229,635	3,106,129
November, 2004	583,247	215,365	2,930,300
December, 2004	609,364	232,899	3,154,870
January, 2005	620,379	230,869	3,205,913
February, 2005	570,035	202,887	2,769,717
March, 2005	601,662	213,279	2,893,523
April, 2005	613,635	216,218	2,898,585
<b>Totals:</b>	<b>7,646,087</b>	<b>2,724,830</b>	<b>36,837,257</b>

**SUMMARY BY MONTH – LOCAL CALLS**

Date	Attempted Record Count	Accepted Record Count	Accepted Total Minutes
May, 2004	613,380	216,677	2,907,056
June, 2004	611,730	213,875	2,886,776
July, 2004	639,164	229,832	3,111,377
August, 2004	656,074	231,874	3,111,321
September, 2004	598,851	210,400	2,815,874
October, 2004	596,281	213,448	2,893,064
November, 2004	534,843	200,158	2,724,022
December, 2004	558,139	216,397	2,933,423
January, 2005	570,581	214,617	2,985,441
February, 2005	521,088	186,275	2,545,174
March, 2005	546,790	194,924	2,643,895
April, 2005	558,694	198,386	2,657,781
<b>Totals:</b>	<b>7,005,615</b>	<b>2,526,863</b>	<b>34,215,204</b>

**SUMMARY BY MONTH – INTRALATA/INTRASTATE CALLS**

Date	Attempted Record Count	Accepted Record Count	Accepted Total Minutes
May, 2004	30,728	7,354	97,793
June, 2004	28,730	6,997	94,348
July, 2004	32,780	7,681	107,343
August, 2004	31,204	7,700	106,164
September, 2004	29,981	7,364	98,077
October, 2004	30,391	7,566	101,052
November, 2004	27,414	7,258	99,023
December, 2004	29,407	8,062	108,004
January, 2005	26,608	7,072	97,796
February, 2005	26,609	6,974	95,528
March, 2005	29,231	7,167	98,074
April, 2005	31,535	7,630	103,670
<b>Totals:</b>	<b>354,618</b>	<b>88,825</b>	<b>1,206,872</b>

**SUMMARY BY MONTH – INTERLATA/INTRASTATE CALLS**

Date	Attempted Record Count	Accepted Record Count	Accepted Total Minutes
May, 2004	25,088	8,707	107,317
June, 2004	22,266	8,296	103,345
July, 2004	26,594	9,068	114,523
August, 2004	26,602	9,218	110,634
September, 2004	23,438	8,635	106,272
October, 2004	23,503	8,621	112,013
November, 2004	20,642	7,949	107,255
December, 2004	21,549	8,440	113,443
January, 2005	22,494	9,176	122,676
February, 2005	21,902	9,638	129,015
March, 2005	25,081	11,188	151,554
April, 2005	22,969	10,199	137,134
<b>Totals:</b>	<b>282,128</b>	<b>109,135</b>	<b>1,415,181</b>

**SUMMARY BY MONTH – INTERLATA/INTERSTATE CALLS**

Date	Attempted Record Count	Accepted Record Count	Accepted Total Minutes
May, 2004	204		
June, 2004	194		
July, 2004	185		
August, 2004	175		
September, 2004	84		
October, 2004	126		
November, 2004	348		
December, 2004	210		
January, 2005	135		
February, 2005	173		
March, 2005	281		
April, 2005	159		
<b>Totals:</b>	<b>2274</b>		

**COMMISSION HISTORY**  
**Fiscal Year 2004**

Month	Total Revenue	DOC Commission (42%)
July, 2003	\$ 490,945.69	\$ 206,197.19
August, 2003	\$ 445,659.52	\$ 187,177.00
September, 2003	\$ 448,721.36	\$ 188,462.97
October, 2003	\$ 484,124.10	\$ 203,332.12
November, 2003	\$ 438,756.76	\$ 184,277.84
December, 2003	\$ 454,614.00	\$ 190,937.88
January, 2004	\$ 528,622.05	\$ 222,021.26
February, 2004	\$ 542,363.74	\$ 227,792.77
March, 2004	\$ 409,230.93	\$ 171,876.99
April, 2004	\$ 439,949.81	\$ 184,778.92
May, 2004	\$ 625,636.12	\$ 262,767.17
June, 2004	\$ 487,880.60	\$ 204,909.85
<b>Totals:</b>	<b>\$5,796,504.68</b>	<b>\$2,434,531.96</b>

**Fiscal Year 2005**

Month	Total Revenue	DOC Commission (42%)
July, 2004	\$ 594,881.69	\$ 249,850.31
August, 2004	\$ 527,634.83	\$ 221,606.63
September, 2004	\$ 379,338.57	\$ 159,322.20
October, 2004	\$ 364,367.90	\$ 153,034.52
November, 2004	\$ 406,782.55	\$ 170,848.67
December, 2004	\$ 766,795.57	\$ 322,054.14
January, 2005	\$ 667,263.57	\$ 280,250.70
February, 2005	\$ 524,624.31	\$ 220,342.21
March, 2005	\$ 499,326.90	\$ 209,717.30
April, 2005	\$ 589,396.40	\$ 247,546.49
<b>Totals:</b>	<b>\$5,320,412.29</b>	<b>\$2,234,573.17</b>

## **Attachment D**

### **Cost Tables**



## Attachment D Cost Tables

The Bidder must complete all of the following Cost Tables. The proposed Inmate Calling System and Related Services must be provided to the Massachusetts Department of Correction at no cost to the DOC. Costs proposed in these Cost Tables will be the Commission Percentage paid to the Commonwealth for all inmate calls made through the proposed system while in Collect-only Mode or Debit-Based.

The Bidder must include the Inmate Calling System and Related Services according to the RFR specifications for all goods and services. Any and all costs must be entered in U.S. currency. The Bidder should be careful when it completes these Cost Tables because the Bidder shall be responsible for any and all costs not included in these Cost Tables.

**These cost tables must be provided in your response.**

The following must be completed by the individual identified in the Contractor Authorized Signatory Listing.

I am authorized by the Bidder to provide these costs and commission fee schedule in response to this RFR.

**Bidder Name:**

**Signature:**

**Name:**

**Title:**

**Date:**


**COST TABLE 1.0**  
**COLLECT CALL COMMISSION FEE SCHEDULE**

The following stated percentage is the figure used to calculate the monthly Commission paid to the Mass DOC for all accepted<sup>1</sup> telephone calls placed through the Inmate Calling System. This percentage will be based on monthly Gross Revenue<sup>2</sup> attributed to the Inmate Calling System for all call traffic.

The Bidder must provide a commission rate that includes a figure to the 1/100 position (as in the example below) to ensure that no ties will be possible from proposing Bidders.

**Example:**

1	2	•	3	4
---	---	---	---	---

The Bidder must not leave any space in the following form blank. Insert an appropriate number into each space provide even if the number is a zero (0).

**Proposed Monthly  
Commission Percentage:**

		•		
--	--	---	--	--

1 - Accepted calls are defined as those inmate collect calls positively accepted (proactively or passively) or approved by the called party via the use of Touch Tone input.

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**COST TABLE 2.0**  
**INTERNATIONAL CALL PER-MINUTE SCHEDULE**

**Bidders must complete Cost Table 2.0 on the following page. Feel free to make copies for this table for inclusion with your response.**

The Cost Table on the following page **must** be included in the Bidder's Response. This Cost Table provides the proposed per-minute cost for inmate calling to countries/locations outside of the North American Dialing Plan.

This Cost Table 2.0 (International Calling Costs) completed by the Bidder will be made an integral part of the Bidder's Contract with the DOC. The Bidder must list all countries/locations to which it can provide collect only or direct dial (debit based) calls. In the appropriate column, the Bidder must enter the per call surcharge, per minute rate (collect calls) and per minute rate (direct dial).

All rates (with the exception of the per call surcharge) must be quoted on a per minute basis. No per call minimum will be allowed for international calling.

Please do not leave any spaces empty in the Cost Table on the following page. For example, if you provide direct dial service to the United Kingdom but do not provide access to this country in a collect mode, place "Not Available" in the space provide for "Per Call Surcharge" and "Collect Call Rate".

All costs for the proposed hardware, software, maintenance, service, etc. for the proposed Inmate Calling System shall be the responsibility of the Bidder. No costs for such items shall be included in Cost Table 2.0.



## **Attachment E**

### **Sample Inmate Telephone Number Request Form**

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## **Attachment E**

### **Sample Inmate Telephone Number Request Form**

The Bidder must provide a three part form allowing for the request of telephone numbers by the inmate which are used as the inmates "call list" associated with the inmate's PIN. The Bidder must provide these forms during the term of the contract.

The current Inmate Telephone Number Request Form is provided on the following page. The Bidder must provide a form that is similar to this sample form.

MASSACHUSETTS DEPARTMENT OF CORRECTION  
 Inmate Telephone System Number Request Form

INMATE NAME: \_\_\_\_\_ INMATE PIN # \_\_\_\_\_  
 COMMITMENT #: \_\_\_\_\_ UNIT: \_\_\_\_\_ LANGUAGE PREFERENCE:  
 ENGLISH  SPANISH   
 Inmate Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Add(A)/ Delete (D)	Name of Called Party	Relationship	Area Code	Telephone Number
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

THE FOLLOWING (APPROVED) ATTORNEY AND PRIVILEGED NUMBERS WILL NOT BE RECORDED

Name	Area Code	Telephone Number

Your acceptance of a PIN and use of inmate telephones shall be deemed as consent to the conditions and restrictions placed upon inmate telephone calls; including call monitoring, recording and call detail. 3-Way Calling is Not Allowed.

Review by Unit Staff Member (name and signature)	Date
--	------

**Attachment F**

**Business Reference Forms**



**Bidder Business Reference #1**

<b>Bidder Name:</b>	
<b>Customer Name:</b>	
<b>Primary Contact:</b>	
<b>Telephone Number:</b>	
<b>Secondary Contact:</b>	
<b>Telephone Number:</b>	
<b>Month/Year Installed:</b>	
<b>Number of Inmates:</b>	
<b>Number of ICS Installed:</b>	
<b>Additional Description Of Services Installed:</b>	



**Bidder Business Reference #2**

<b>Bidder Name:</b>	
<b>Customer Name:</b>	
<b>Primary Contact:</b>	
<b>Telephone Number:</b>	
<b>Secondary Contact:</b>	
<b>Telephone Number:</b>	
<b>Month/Year Installed:</b>	
<b>Number of Inmates:</b>	
<b>Number of ICS Installed:</b>	
<b>Additional Description Of Services Installed:</b>	

**Bidder Business Reference #3**

<b>Bidder Name:</b>	
<b>Customer Name:</b>	
<b>Primary Contact:</b>	
<b>Telephone Number:</b>	
<b>Secondary Contact:</b>	
<b>Telephone Number:</b>	
<b>Month/Year Installed:</b>	
<b>Number of Inmates:</b>	
<b>Number of ICS Installed:</b>	
<b>Additional Description Of Services Installed:</b>	



**The Commonwealth of  
Massachusetts**

**Department of Correction**

**Secure Inmate Calling System  
& Related Services**

DOC File No. 1000-Phone2006

**Responses to Bidder Inquiries  
and RFR Amendments**

**August 26, 2005**

1. We are a growing player in the inmate phone market which meets the DOC's requirement for having been in business for three years as stated in RFR section 6.1.1. Our company does not yet meet the DOC's requirement of having at least one "correctional organization in excess of 10,000 inmates" as required in RFR 6.2.

*Answer:* Please refer to Amendment 1 in this document

2. Page 2, first paragraph states that remote access must allow the DOC investigative personnel to perform all functions available to the on-site DOC user. Is it the DOC's intent to use the [REDACTED] or use the State owned DOC computers, or are these workstations listed as part of the ones detailed on page 33, sections 5.1.1. and 5.1.2?

*Answer:* In the case of [REDACTED] to the proposed ICS, the DOC [REDACTED] DOC owned laptops and DOC owned desktop PCs that are not part of the workstations listed in the RFR. [REDACTED] is required as many DOC investigative personnel are located at [REDACTED] and other non-institution locations.

3. The table on page 89, Attachment C for Total of All Call Types does not equal the totals accumulated from the other tables. The differences are listed below. Can you confirm the numbers provided?

*Answer:* Please refer to Amendment 2 in this document.

4. The table for Inter-State calls on Page 91 or Attachment C does not list any completed calls. Does this mean that the DOC does not allow Inter-State Calls? This would seem to conflict with page 78, section 5.13.3 which details the Inter-State rates.

*Answer:* Please refer to Amendment 2 in this document

5. Section 2.31, page 22 in reference to the VINE payments of approximately \$50,000 annually, is it expected that this annual fee will increase each year, or will it always be approximately \$50,000 annually?

*Answer:* The Bidder should expect a minimal annual increase in the cost of VINE. These increases have, in the past, been less than five percent (5%).

6. Page 26, "Lemuel Shattuck Hospital Correctional Center" is not presently listed as being on the Verizon ICS platform. What platform current supports the facilities 2 inmate phones?

*Answer:* The Lemuel Shattuck Hospital Correctional Center is currently served from the ICS installed at the Boston Pre-Release Center (Roslindale). The Bidder may implement the new ICS in the same manner. However, the Bidder must agree to install a separate ICS in the Lemuel Shattuck Hospital Correctional Center if requested by the DOC in the future. Please refer to Section 5.11.1 and Section 5.11.2.

7. Page 26, the Facility List indicates that several facilities are at the same location. Do these facilities share an ICS or are they required to have independent ICS systems?

*Answer:* Although some of the DOC facilities are located within the same city/town or the same campus, each facility is operated as a separate entity. The Bidder must provide an ICS for each facility listed in attachment B.

8. Page 26, which Inmate Management System does the DOC currently plan on the new ICS interfacing with for Admissions, Transfers, and PIN Administration?

*Answer:* The DOC's main application system is a customized product called the Inmate Management System (IMS) that was developed by Deloitte Consulting and is based on Oracle. The IMS application consists of over 300 modules and sub-modules. The main modules include [REDACTED]

9. Page 34, section 5.1.2 and thereafter appears to be mis-labeled, as there are duplicate sections labeled 5.1.2 thru 5.1.5. Please advise how you would like for us to label our responses for the duplicates.

*Answer:* Please refer to Amendment 3 in this document.

10. Page 34, section 5.1.4. [REDACTED] Will the [REDACTED] be via dial-up, the contractor's provided WAN, or the State's own LAN / WAN?

*Answer:* [REDACTED] must be provided by the contractor provided Wide Area Network (WAN) supporting the ICS.

11. Section 5.1.25, page 37. The DOC has indicated that there is a requirement for each provider to have a billing agreement with each Cell Phone Provider to allow calls to cell phones. Is the DOC aware of any provider that has a billing agreement with any cell phone provider that would allow collect calls to cell phones? We are requesting that the DOC remove this requirement as Cell Phone companies do not allow acceptance of collect calls. There are however alternatives to allow calls to cell phones other than through billing via the cell phone provider.

*Answer:* Section 5.1.25 does not require the Bidder to have a billing arrangement with any cellular provider. This section requires that the Bidder describe how the proposed ICS operates when an inmate places a call to a cellular telephone. If the Bidder's ICS does not provide for or allow inmate calls to cellular telephones then the Bidder should state that in response to this specification. The only reference in the RFR to billing arrangements with cellular companies is Section 5.13.15 which is a desirable specification.

12. Page 46, Section 5.1.99 details the [REDACTED] Will the [REDACTED] have electricity and possibly a single pair of copper / phone line available to the winning contractor for providing WAN access?

*Answer:* Section 5.1.99 refers to an additional [REDACTED] that will be installed within the facility. These [REDACTED] will be for the use of on-site investigators and management personnel and must be directly connected to the ICS installed at that facility.

13. Would the DOC consider an extension to the due date to allow for additional time to review all of the answers to the bidder's submitted questions and allow time to respond to such answers in the bid response?

*Answer:* No. The DOC believes that the 9 ½ weeks allowed to respond to the RFR is adequate.

14. Is it mandatory for the replacement of all equipment even for incumbent to allow for all bidders to be on an even playing field as far as equipment cost is concerned?

*Answer:* The Bidder must provide an ICS and all related equipment (telephones, etc.) that meets the specifications of the RFR document in terms of operation and ongoing maintenance. The incumbent is required to meet the requirements of this RFR as must all Bidders. *If the current systems and equipment meet the RFR specifications*, the incumbent vendor is not required to replace systems and equipment that is functioning as required.

15. Section 5.13.13, page 78 - This RFR requests a list of our B&C agreements with the LECs/CLECs and we need to meet at least [REDACTED] of the LECs/CLECs doing business in MA. Our Company has always told us that this list is proprietary and not available for distribution. Would the DOC be willing to change the requirements that would allow the Provider to provide such list on contract award?

*Answer:* The DOC cannot wait until contract award to view such response as the Bidder's response will be part of the evaluation of the Bidder's overall response. The Massachusetts Dept. of Telecommunications and Energy (DTE) has informed the DOC that the list of Local Exchange Carriers (LECs) authorized to do business in the Commonwealth of Massachusetts is available to the public from the DTE's website. If the Bidder is unable to indicate those LECs with which it has billing arrangements, the DOC will accept the Bidder's response to Section 5.13.13 and Section 5.13.14 in sealed envelopes that would be opened upon the DOC PMT signing any non-disclosure agreements acceptable to the Bidder.

16. The RFR states that public payphones are a requirement of this bid, but it does not state any specific rates, nor does it look like any commissions or reporting on these types of phones are required. Can you confirm?

*Answer:* The DOC does not require a specific rate for the pay telephones but assumes that the Bidder will provide rates that are affordable to the caller/user and in compliance with all tariffs filed with the Massachusetts Department of Telecom and Energy. Compensation to the DOC is on calls placed via the ICS only. The Bidder is not required to pay a commission for calls placed over the public pay telephones although the Bidder is required to provide such telephones where indicated at initial installation and as required during the course of this contract.



17. International Collect - In one statement, the RFR says that you don't want international collect, but then in other statements you want us to list the countries and rates. Can you clear up the conflict of statements. (Sections 5.1.68 and paragraph above it, 5.1.71, 5.1.78, and 5.13.9).

*Answer:* The DOC does not understand the question with regard to the Sections referenced. Section 5.1.68 does not refer to international collect calling. The paragraph above it states that the system *will be implemented* in collect mode for calls to areas served by the North American Dialing and debit mode for international calls. Section 5.1.71, Section 5.1.78 and Section 5.13.9 all request (in different ways) that the Bidder indicate those international locations to which it can provide collect calling but does not require specific countries.

18. Prepaid Initial Free Call - (Section 5.13.22) - The RFR requests a free initial call period offered to the inmate's called party. Can you estimate the number of calls and number of minutes that are provided today on a monthly basis?

*Answer:* The DOC has no way to estimate the number of inmates that would utilize a pre-paid collect call option as such is not offered to the inmates with the current ICS.

19. Prepaid Balance & Cost Of Call - (Section 5.13.22) - Wants the balance and the cost of a prepaid call to be announced to the called party for each call. Would it be acceptable to give an option such as "Press 9 to hear the cost of this call and your current balance"? This would prevent the inmate from being on hold so long, and possibly hanging up the phone.

*Answer:* Such an option to press a touch tone button to obtain such information is acceptable to the DOC for this desirable specification.

20. The RFR talks about wanting collect and inmate debit, but then in Section 5.13.22, it talks about prepaid collect, so I'm assuming you want all 3 applications?

*Answer:* The DOC requires the proposed ICS to operate in collect call and pre-paid debit mode. Pre-paid Collect is not a requirement of the proposed ICS. Section 5.13.21 requires the Bidder to describe its pre-paid collect option if the Bidder offers such an option. (In other words, a response of "We do not offer a pre-paid collect option" would meet the mandatory specification.) Section 5.13.22 and Section 5.13.23 are desirable specifications based on the Bidder offering pre-paid collect services.

21. How many TDD's are required by the Commonwealth?

*Answer:* The Bidder must provide one (1) TDD/TTY for each DOC facility. Additional TDD/TTY devices must be provided upon request of the DOC during the term of this contract.

22. Can the Commonwealth provide the phone numbers for each facility?

*Answer:* Please refer to Attachment A of this document for a list of the main telephone numbers at each DOC facility.

23. In Attachment C, there is no call data for interLATA/interstate calls. Is this an oversight by the Commonwealth or are these types of calls not made?

*Answer:* Please refer to Amendment 2 in this document.

24. The RFP requires that the Bidder turn in a completed Non-Disclosure Agreement form and the Contractor Authorized Signatory listing form. Since these were sent in prior to receiving the specifications, are they also required as part of the bid response? If they are required as part of the response, do you want originals or a copy of the one previously sent in to the DOC?

*Answer:* The Bidder must complete the required Contractor Authorized Signatory Listing Form as part of its response. An original of this form is required. The Non-Disclosure Agreement Form was required to obtain the RFR and is not required with the Bidder's response to the RFR.

25. Is a bid bond required?

*Answer:* No.

26. Pg 11 par 2.18 What other correctional departments would the state anticipate taking advantage of this contract?

*Answer:* Section 2.18 pertains to eligible entities and political subdivisions of the Commonwealth of Massachusetts only and is solely a procurement vehicle. Other eligible entities (e.g., county correctional facilities) in Massachusetts may, but are not required to, use this contract as a vehicle to obtain ICS systems and services from the Contractor. The Contractor must negotiate terms and conditions as well as specific commission levels with the eligible entity utilizing this contract.

27. Is a vendor allowed to submit multiple pricing proposals in the bid response or must we submit multiple complete proposals?

*Answer:* The Bidder may submit multiple responses to the RFR but each response must be a complete response meeting all RFR specifications including all required forms and cost tables. Such responses would be evaluated separately by the DOC PMT.

28. What is the IMS used by the DOC?

*Answer:* Please refer to the answer to Question #8

29. What Commissary Provider does the DOC use?

*Answer:* The DOC currently utilizes Keefe Commissary Network of St. Louis, Missouri.

30. Pg 49 par 5.2.11 Do you mean that call recording must not have to be individually listened to before copying to CD? Although it is possible to record directly to a CD when using Microsoft operating systems the recommended method by Microsoft is to place all call recording on the local hard drive and then copy to a CD so as to not lose data packets. Is this method acceptable to the DOC?

*Answer:* In order for the DOC to transfer inmate call recordings to CD, DOC personnel are currently required to [REDACTED] to the inmate call as it downloads to the local PC. This is extremely cumbersome and time consuming especially when a great number of call recordings are subpoenaed. The intent of Section 5.2.11 is to "transfer call recordings to CD in a simplified and efficient manner." The manner in which the Bidder achieves this "simplified and efficient manner" with the proposed ICS must be described in the Bidder's response.

31. Pg 54 par 5.3.23 Does this provision allow any government agency to purchase coin operated phones?

*Answer:* No. These coin operated telephones are for DOC facilities only as described in the RFR.

32. Please explain Pg 43 par 5.1.75. Is the Commonwealth asking for integration with the commissary or just to be able to receive telephone purchases from the commissary? What method is currently used to accomplish this?

*Answer:* The level of integration required is only to be able to receive telephone purchases from the commissary. Currently the DOC deducts monies to be used for debit calling from the inmate's commissary account and transfers these monies to the current ICS provider who maintains the inmate's telephone account.

33. Does Pg 11 par 2.18 mean that if vendors would offer a different rate and commission offer to other government agencies those rates and commissions must be shown here?

*Answer:* No. Rates need only be provided "should correctional departments exercise this option". Please refer to the answer to Question #26.

34. In order to adequately price out the individual servers for each location, we need a breakdown of the call volumes by each site. The volume and type of calls for each facility correlates to the size of hard drives for number of calls, recordings, and word search capabilities. Please break down the call volumes by site for the following call types: i. Local, ii. IntraLata, iii. InterLata, iv. Interstate, and v. International.

*Answer:* Call volume by DOC facility is not available. Total call volume, inmate population by facility and the total number of inmate telephones in use at each facility are provided for your use. The Bidder should use its past experience in the inmate calling industry to size the proposed ICS appropriately.

35. Section 5.13.18 on page 80. Will the state consider a 45 day payment schedule?

*Answer:* No.

36. Section 5.13.20 on page 80. Is a "Bill Statement Fee", a fee charged to place collect calls on end users' home telephone bills, included in this section of charges not appropriate for this requirement?

*Answer:* Yes, this charge would not be appropriate. The only charge on the end user's bill/invoice must be for the collect call (surcharge and per minute rated) and any required regulatory charges only. No Bidder specific "administrative charges" (excluding late charges) may be added to the called parties invoice.

37. Is there a name given to the offender management software used by the Department of Corrections?

*Answer:* Please refer to the answer to Question #8.

38. Please define the specification for the [REDACTED] you require.

*Answer:* The [REDACTED] proposed to meet this desirable specification must be configured to allow [REDACTED] in an efficient and effective manner in compliance with the mandatory specifications of the RFR.

39. Please confirm or correct the following definition of prepaid and debit. Pre-paid is end user driven where they setup an account with the ICS provider. Debit is inmate driven where they purchase phone time similar to calling cards. Both of these call methods have all the security features of the traditional collect calls.

*Answer:* For the purposes of this RFR, pre-paid (with the exception of pre-paid collect calling described in Sections 5.13.21, 5.13.22 and 5.13.23) and debit are the same function. Pre-paid debit calling refers to the function of the ICS to allow for an inmate to debit a pre-paid account (e.g., canteen, commissary, telephone account, etc.) for the call being placed. This pre-paid debit function of the proposed ICS must operate without requiring the use of debit cards provided to the inmates.

40. How many site administrators are currently servicing the 18 correctional facilities?

*Answer:* Six (6) to eight (8) at any one time due to turnover.

41. Section 6.2 on page 81. Please define end user. Industry usually refers to end users as family and friends who accept calls from inmates. Does this requirement mean testimonial from end users as it is defined above?

*Answer:* No. The "end user" listed to in Section 6.2 refers to the correctional facility utilizing the Bidder's system that the Bidder would include as a reference.

42. 2.26.2 - Regarding each stated mandatory requirement, can the bidders assume that a response of "agree" or "comply" will suffice to address the requirement unless the requirement specifically requests additional description or explanation of the method of compliance?

*Answer:* That is correct. Please refer to Section 2.26.4.

43. 2.37 - This paragraph suggests that the PMT may be interested in evaluating "Proposed Alternatives" as part of its Best Value determination. However, we did not see any wording or format in the RFR that indicates where the responder should include a description of proposed alternatives.

*Answer:* The DOC PMT will be the sole determiner of the added value provided by the Bidder's response. The Bidder is able to demonstrate the "added value" of its proposed ICS both in its response cover letter as well as in its response to individual RFR specifications. Please refer to Section 2.26.5 of the RFR document.

44. 5.1.71, 5.1.78, 5.13.9 - The request is for the bidder to provide a list of all countries outside of the US that can be reached by the ICS via collect calling. However, other areas of the RFR state that pre-paid debit calling will be used to make international calls. Table 2.0 also requires bidders to enter their call rates for international collect. Will bidders be penalized if they provide pre-paid debit only for calls made outside the North American dialing plan?

*Answer:* No, Bidders will not be penalized. The RFR states that the system *will be implemented* in collect mode for calls to areas served by the North American Dialing and debit mode for international calls. Section 5.1.71, Section 5.1.78 and Section 5.13.9 all request (in different ways) that the Bidder indicate those international locations to which it can provide collect calling as the DOC may, in the future, wish to allow such international collect calling. Bidders will not be penalized for not providing collect calling outside of the North American Dialing Plan.

45. 5.3.1, 5.7.1 - Can bidders assume that the DOC is requiring all inmate telephones be brand new or will bidders have the opportunity to negotiate the current provider to purchase and leave phones that are in good operating order and appearance in place?

*Answer:* For the purposes of this RFR, the Bidder must propose new inmate telephones. However, since the DOC owns the current inmate telephones, the DOC will be open to negotiating the re-use of the current inmate telephones with the awarded Bidder.

46. 5.9.17, 5.9.18, 5.9.19 - Paragraph 5.9.17 requires the bidder to provide maintenance records to the DOC for the term of the contract; 5.9.19 says it is desirable for the bidder to provide historical maintenance records from the initial contract date. One request is mandatory, the other is desirable. Please clarify.

*Answer:* Section 5.9.17 requires the Bidder to provide such maintenance records upon request. Section 5.9.18 requires that such records be available for 24 months backwards from the date of the request for such records from the DOC. Thus the Bidder is only required to maintain maintenance records for a total of 24 months. For example, in year 3, the Bidder is required to have maintenance records for Year 2 and Year 3. In year 4, the Bidder is required to have maintenance records for Year 3 and Year 4. Section 5.9.19 desires that the Bidder maintain records from the date of installation thus in Year 5 of this contract, the DOC could request a maintenance record for Year 1 if it so desired.

47. Cost Table 1.0: There is a cost table in which the bidder must write the collect call commission fee percentage. There is no similar table for bidders to enter the pre-paid debit revenue offered on international calls.

*Answer:* Please refer to Amendment #4 in this document.

48. Section: 5.1.1: Can the two inside inmate phones required at Lemuel Shattuck Hospital be run from a remote location due to the minimal number of phones required instead of needing a full system on site? If so, will a PC and laser printer still be a necessity for this site?

*Answer:* Please refer to the answer to Question #6.

49. Section 5.2.4: As opposed to storage of [REDACTED] of recordings at each DOC site, is it acceptable to provide access to a central database with the option of retaining an amount of recordings on each site and the remainder off site, with full access and capability to download and burn to CD, provided that the access to the central database will be as if the data was sitting on site? DOC personnel with authorized [REDACTED] or authorized access from a DOC facility will have full access to the [REDACTED] for all DOC's with this configuration. DOC personnel will search and retrieve the recordings as they normally would and the database will determine the location of the recording and automatically provide it.

*Answer:* No. The on-site systems must have the required storage for [REDACTED] of call recordings. The Bidder must also meet all requirements for off-site storage and management outlined in the RFR document.

50. Attachment D/Cost Table 2.0: Can additional columns be added to the table so any rates or surcharges not referred to in its present state can be displayed?

*Answer:* No. The per minute rates proposed by the Bidder must include all charges associated with the international call.

51. I know the delivery of this question is being submitted after the "due by" time, however, in scheduling our dates and looking at when the bidder response to RFR is due to the DOC we noticed that it states "Thurs., Sept. 14, 2005 - 2:00 pm EDT". Clarification is needed because Sept. 14th is a Wednesday. We need to know if it's due on Wed., Sept. 14, 2005 or Thurs., Sept. 15, 2005.

*Answer:* This is a typographical error. The Due Date for submission of Bidder Responses is Thursday, September 15, 2005 at 2:00 pm EDT. The Bidder should check the Comm-PASS system on a regular basis. If any changes to the Due Date are made, such changes will be posted to the Comm-PASS system.

52. RFR Paragraph 6.3.2 indicates the desirable requirement that the bidder should have at least one reference the same size as the DOC with regard to facilities and inmates. If the requirement is left standing as a desirable in 6.3.2 then our company will find itself at an extreme disadvantage in the evaluation process based on the DOC's point allocation award as stated in RFR 2.35.

*Answer:* Desirable specification 6.3.2 remains as written. Bidders are not required to meet desirable specifications and not doing such does not disqualify the Bidder's Response from consideration by the DOC PMT. In addition, based on the evaluation points assigned to the various desirable specifications, a Bidder's inability to meet any single desirable specification does not place any Bidder at an "extreme disadvantage" in this procurement.

## **Amendments to the RFR DOC 1000-Phone2006**

The Bidder must acknowledge the following amendments to the above mentioned RFR in its response.

As these amendments either clarify, replace or add to the specifications of the RFR document, the Bidder must adhere to the changes and additions made to the RFR document by these amendments in its Response.

Failure to acknowledge and respond to these amendments in the Bidder's Response to the RFR document may lead to disqualification of the Bidder's Response.



AMENDMENT #1

*Section 6.2 –Bidder/Product References. The second paragraph of this specification which reads:*

“A minimum of three (3) references must be provided on the Business Reference Form provided in Attachment F and included with your response. At least one (1) of these references must be for a correctional organization with in excess of 10,000 inmates.”

*is replaced, in its entirety, with the following:*

“A minimum of three (3) references must be provided on the Business Reference Form provided in Attachment F and included with your response.”

*All other paragraphs of this specification remain as written.*

AMENDMENT #2

*Attachment C – Current Inmate Call Volume and Commission History is replaced in its entirety with the following:*

**Attachment C  
Current Inmate Call Volume and  
Commission History**

**SUMMARY BY MONTH – ALL CALL TYPES**

<b>Date</b>	<b>Attempted Record Count</b>	<b>Accepted Record Count</b>	<b>Accepted Total Minutes</b>
May, 2004	673,718	234,582	3,130,997
June, 2004	668,033	231,082	3,103,886
July, 2004	708,090	250,417	3,371,724
August, 2004	721,646	251,725	3,356,838
September, 2004	657,564	228,601	3,041,809
October, 2004	655,251	231,826	3,129,317
November, 2004	579,102	217,465	2,948,618
December, 2004	605,747	235,931	3,188,783
January, 2005	626,415	234,185	3,243,596
February, 2005	574,859	205,204	2,794,900
March, 2005	607,054	215,949	2,921,223
April, 2005	619,903	218,859	2,925,666
<b>Totals:</b>	<b>7,697,382</b>	<b>2,755,826</b>	<b>37,157,357</b>

**SUMMARY BY MONTH – LOCAL CALLS**

Date	Attempted Record Count	Accepted Record Count	Accepted Total Minutes
May, 2004	27,467	9,770	117,945
June, 2004	25,315	9,324	113,233
July, 2004	31,329	10,971	133,938
August, 2004	31,176	11,015	128,824
September, 2004	26,537	10,019	120,103
October, 2004	26,751	10,203	128,899
November, 2004	24,281	9,148	119,650
December, 2004	25,399	9,859	127,558
January, 2005	26,086	10,961	142,137
February, 2005	24,725	11,002	143,130
March, 2005	27,475	12,240	162,442
April, 2005	26,471	11,594	150,983
<b>Totals:</b>	<b>323,012</b>	<b>126,106</b>	<b>1,588,842</b>

**SUMMARY BY MONTH – INTRALATA/INTRASTATE CALLS**

Date	Attempted Record Count	Accepted Record Count	Accepted Total Minutes
May, 2004	543,841	196,930	2,605,122
June, 2004	537,604	192,518	2,561,669
July, 2004	557,988	204,654	2,727,186
August, 2004	575,282	207,223	2,734,773
September, 2004	520,707	186,607	2,453,411
October, 2004	511,924	186,071	2,477,778
November, 2004	452,462	174,438	2,334,125
December, 2004	473,279	190,182	2,544,974
January, 2005	485,107	186,596	2,568,531
February, 2005	437,707	160,300	2,155,690
March, 2005	459,708	168,029	2,240,552
April, 2005	464,416	168,619	2,219,129
<b>Totals:</b>	<b>6,020,025</b>	<b>2,222,167</b>	<b>29,622,940</b>

**SUMMARY BY MONTH – INTERLATA/INTRASTATE CALLS**

Date	Attempted Record Count	Accepted Record Count	Accepted Total Minutes
May, 2004	71,521	20,497	309,793
June, 2004	76,165	22,203	334,161
July, 2004	85,870	27,072	402,801
August, 2004	83,911	25,765	386,827
September, 2004	80,224	24,590	370,013
October, 2004	86,097	27,945	421,068
November, 2004	75,726	26,553	395,002
December, 2004	79,210	27,762	407,509
January, 2005	88,321	29,464	434,164
February, 2005	85,579	26,865	399,786
March, 2005	90,422	28,461	419,578
April, 2005	97,336	30,992	451,686
<b>Totals:</b>	<b>1,000,382</b>	<b>318,169</b>	<b>4,732,388</b>

**SUMMARY BY MONTH – INTERLATA/INTERSTATE CALLS**

Date	Attempted Record Count	Accepted Record Count	Accepted Total Minutes
May, 2004	30,889	7,385	98,137
June, 2004	28,949	7,037	94,823
July, 2004	32,903	7,720	107,799
August, 2004	31,277	7,722	106,414
September, 2004	30,096	7,385	98,282
October, 2004	30,479	7,607	101,572
November, 2004	26,633	7,326	99,841
December, 2004	27,859	8,128	108,742
January, 2005	26,901	7,164	98,764
February, 2005	26,848	7,037	96,294
March, 2005	29,449	7,219	98,651
April, 2005	31,680	7,654	103,868
<b>Totals:</b>	<b>353,963</b>	<b>89,384</b>	<b>1,213,187</b>

**COMMISSION HISTORY**  
**Fiscal Year 2004**

Month	Total Revenue	DOC Commission (42%)
July, 2003	\$ 490,945.69	\$ 206,197.19
August, 2003	\$ 445,659.52	\$ 187,177.00
September, 2003	\$ 448,721.36	\$ 188,462.97
October, 2003	\$ 484,124.10	\$ 203,332.12
November, 2003	\$ 438,756.76	\$ 184,277.84
December, 2003	\$ 454,614.00	\$ 190,937.88
January, 2004	\$ 528,622.05	\$ 222,021.26
February, 2004	\$ 542,363.74	\$ 227,792.77
March, 2004	\$ 409,230.93	\$ 171,876.99
April, 2004	\$ 439,949.81	\$ 184,778.92
May, 2004	\$ 625,636.12	\$ 262,767.17
June, 2004	\$ 487,880.60	\$ 204,909.85
<b>Totals:</b>	<b>\$5,796,504.68</b>	<b>\$2,434,531.96</b>

**Fiscal Year 2005**

Month	Total Revenue	DOC Commission (42%)
July, 2004	\$ 594,881.69	\$ 249,850.31
August, 2004	\$ 527,634.83	\$ 221,606.63
September, 2004	\$ 379,338.57	\$ 159,322.20
October, 2004	\$ 364,367.90	\$ 153,034.52
November, 2004	\$ 406,782.55	\$ 170,848.67
December, 2004	\$ 766,795.57	\$ 322,054.14
January, 2005	\$ 667,263.57	\$ 280,250.70
February, 2005	\$ 524,624.31	\$ 220,342.21
March, 2005	\$ 499,326.90	\$ 209,717.30
April, 2005	\$ 589,396.40	\$ 247,546.49
<b>Totals:</b>	<b>\$5,320,412.29</b>	<b>\$2,234,573.17</b>



AMENDMENT #3

*Section 5.1 and its subsections which are currently numbered as follows:*

5.1 The Secure Inmate Calling System (ICS) proposed for the DOC must include the following components:

5.1.1 An on-site ICS located at each facility (See Section 3.1) of the DOC. Each system must contain one (1) PC and laser printer (22 ppm minimum);

5.1.2 One (1) additional PC providing access to the ICS for programming changes and management features (e.g., report access, etc.) must be provided at the following DOC facilities:



This additional PC will be located [REDACTED]

5.1.3 The addition of one (1) laser printer (22 ppm minimum) at the [REDACTED] within each of the DOC facilities listed in 5.1.2;

5.1.4 It is desirable that the Contractor provide [REDACTED] to be used by DOC investigator staff for [REDACTED] to the system. The Contractor must maintain, replace and upgrade these [REDACTED] during the life of the contract to ensure that investigator staff have the latest tools for access to the ICS.

5.1.5 A Centralized System Database located outside of the DOC facilities and maintained by the Bidder. The Bidder must state, in its response, the physical location (City/State) where the centralized system database is location.

The proposed ICS must be proposed with its own unique Local Area Network (LAN). Use of or integration with the existing DOC LAN is not permitted unless specified by the DOC.

The proposed ICS must allow for all DOC locations to be networked together thus allowing the sharing of inmate information, inmate PINs and call records between system. This network between DOC locations must allow for [REDACTED] of the ICS at one DOC facility by an authorized user at another DOC facility.

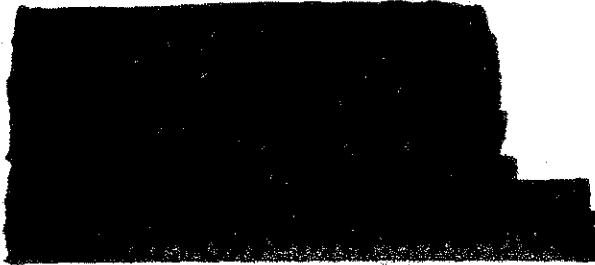
The proposed ICS must allow for administrator password levels that restrict DOC personnel to the ICS within their particular DOC facility as well as allow certain DOC personnel to access multiple systems, if required.

*is replaced in its entirety with the following numbering sequence:*

5.1.1 The Secure Inmate Calling System (ICS) proposed for the DOC must include the following components:

5.1.1.1 An on-site ICS located at each facility (See Section 3.1) of the DOC. Each system must contain one (1) PC and laser printer (22 ppm minimum);

5.1.1.2 One (1) additional PC providing access to the ICS for programming changes and management features (e.g., report access, etc.) must be provided at the following DOC facilities:



This additional PC will be located



5.1.1.3 The addition of one (1) laser printer (22 ppm minimum) at the within each of the DOC facilities listed in 5.1.2;

5.1.1.4 It is desirable that the Contractor provide to be used by DOC investigator staff for to the system. The Contractor must maintain, replace and upgrade these during the life of the contract to ensure that investigator staff have the latest tools for access to the ICS.

5.1.1.5 A Centralized System Database located outside of the DOC facilities and maintained by the Bidder. The Bidder must state, in its response, the physical location (City/State) where the centralized system database is location.

The proposed ICS must be proposed with its own unique Local Area Network (LAN). Use of or integration with the existing DOC LAN is not permitted unless specified by the DOC.



The proposed ICS must allow for all DOC locations to be networked together thus allowing the sharing of inmate information, inmate PINs and call records between system. This network between DOC locations must allow for [REDACTED] of the ICS at one DOC facility by an authorized user at another DOC facility.

The proposed ICS must allow for administrator password levels that restrict DOC personnel to the ICS within their particular DOC facility as well as allow certain DOC personnel to access multiple systems, if required.

*This amendment is the numbering sequence only. The text of the specifications remains unchanged.*

AMENDMENT #4

*Attachment D – Cost Tables is replaced in its entirety with the following:*

**Attachment D  
Cost Tables**

The Bidder must complete all of the following Cost Tables. The proposed Inmate Calling System and Related Services must be provided to the Massachusetts Department of Correction at no cost to the DOC. Costs proposed in these Cost Tables will be the Commission Percentage paid to the Commonwealth for all inmate calls made through the proposed system while in Collect-only Mode or Debit-Based.

The Bidder must include the Inmate Calling System and Related Services according to the RFR specifications for all goods and services. Any and all costs must be entered in U.S. currency. The Bidder should be careful when it completes these Cost Tables because the Bidder shall be responsible for any and all costs not included in these Cost Tables.

**These cost tables must be provided in your response.**

The following must be completed by the individual identified in the Contractor Authorized Signatory Listing.

I am authorized by the Bidder to provide these costs and commission fee schedule in response to this RFR.

**Bidder Name:**

**Signature:**

**Name:**

**Title:**

**Date:**


**COST TABLE 1.0**  
**COLLECT CALL COMMISSION FEE SCHEDULE**

The following stated percentage is the figure used to calculate the monthly Commission paid to the Mass DOC for all accepted<sup>1</sup> telephone calls placed through the Inmate Calling System. This percentage will be based on monthly Gross Revenue<sup>2</sup> attributed to the Inmate Calling System for all call traffic.

The Bidder must provide a commission rate that includes a figure to the 1/100 position (as in the example below) to ensure that no ties will be possible from proposing Bidders.

Example: 

1	2	•	3	4
---	---	---	---	---

The Bidder must not leave any space in the following form blank. Insert an appropriate number into each space provide even if the number is a zero (0).

Proposed Monthly  
Commission Percentage: 

		•		
--	--	---	--	--

1 - Accepted calls are defined as those inmate collect calls positively accepted (proactively or passively) or approved by the called party via the use of Touch Tone input.

### COST TABLE 2.0 PRE-PAID DEBIT CALLING COMMISSION FEE SCHEDULE

The following stated percentage is the figure used to calculate the monthly Commission paid to the Mass DOC for all telephone calls placed through the Inmate Calling System in pre-paid debit mode. This percentage will be based on monthly Gross Revenue<sup>2</sup> attributed to the Inmate Calling System for all pre-paid debit call traffic.

The Bidder must provide a commission rate that includes a figure to the 1/100 position (as in the example below) to ensure that no ties will be possible from proposing Bidders.

Example: 

1	2	•	3	4
---	---	---	---	---

The Bidder must not leave any space in the following form blank. Insert an appropriate number into each space provide even if the number is a zero (0).

Proposed Monthly  
Commission Percentage: 

		•		
--	--	---	--	--

**COST TABLE 3.0**  
**INTERNATIONAL CALL PER-MINUTE SCHEDULE**

Bidders must complete Cost Table 3.0 on the following page. Feel free to make copies for this table for inclusion with your response.

The Cost Table on the following page must be included in the Bidder's Response. This Cost Table provides the proposed per-minute cost for inmate calling to countries/locations outside of the North American Dialing Plan.

This Cost Table 3.0 (International Calling Costs) completed by the Bidder will be made an integral part of the Bidder's Contract with the DOC. The Bidder must list all countries/locations to which it can provide collect only or direct dial (debit based) calls. In the appropriate column, the Bidder must enter the per call surcharge, per minute rate (collect calls) and per minute rate (direct dial).

All rates (with the exception of the per call surcharge) must be quoted on a flat per minute basis and include all costs associated with processing the international call. No per call minimum will be allowed for international calling.

In the left hand column, the Bidder must enter the country (outside the North American Dialing Plan) to which it can provide service. In the right hand columns, the Bidder must enter a rate in the appropriate column to indicate if the Bidder carries traffic to the listed country in collect call mode, pre-paid debit mode or both.

The Bidder must not leave any spaces empty in the Cost Table on the following page. For example, if you provide pre-paid debit direct dial service to the United Kingdom but do not provide access to this country in a collect mode, place "Not Available" in the space provide for "Per Call Surcharge" and "Collect Call Rate".

All costs for the proposed hardware, software, maintenance, service, etc. for the proposed Inmate Calling System shall be the responsibility of the Bidder. No costs for such items shall be included in Cost Table 3.0.



Amendment #5

*The following mandatory specification is added to the RFR document and must be met by the Bidder:*

- 5.5.9 The proposed ICS must allow for multiple levels of system access by authorized DOC personnel (e.g., reports only, call recordings at a specific facility only, etc.). The Bidder must describe, in its response, how this is accomplished and any limitations to these password levels.

Amendment #6

*The following mandatory specification is added to the RFR document and must be met by the Bidder:*

- 5.12.18 The Bidder must comply with all confidentiality requirements under Massachusetts General Law (M.G.L.). Additional information regarding Massachusetts General Laws may be found on the Commonwealth of Massachusetts website [www.mass.gov](http://www.mass.gov).



**Attachment A**  
**DOC Facility Telephone Numbers**

<b>Facility</b>	<b>Location</b>	<b>Main Telephone No.</b>
Bay State Correctional Center	Norfolk	(508) 668-1687
Boston Pre-Release Center	Roslindale	(617) 822-5000
Bridgewater State Hospital	Bridgewater	(508) 279-4500
Lemuel Shattuck Hospital Correctional Center <sup>1</sup>	Jamaica Plain	(617) 522-7585
Mass Alcohol & Substance Abuse Center (MASAC)	Bridgewater	(508) 279-3500
Massachusetts Treatment Center	Bridgewater	(508) 279-8100
MCI - Cedar Junction	Walpole	(508) 660-8000
MCI - Concord	Concord	(978) 405-6100
MCI - Framingham	Framingham	(508) 532-5100
MCI - Norfolk	Norfolk	(508) 660-5900
MCI - Plymouth	Plymouth	(508) 295-2647
MCI - Shirley	Shirley	(978) 425-4341
North Central Correctional Institution at Gardner	Gardner	(978) 630-6000
Northeastern Correctional Center	Concord	(978) 371-7941
Old Colony Correctional Center	Bridgewater	(508) 279-6000
Pondville Correctional Center	Norfolk	(508) 660-3924
South Middlesex Correctional Center	Framingham	(508) 879-1241
Souza Baronowski Correctional Center ( Shirley)	Shirley	(978) 514-6500