

State of Nevada
Department of Administration

Purchasing Division

515 E. Musser Street, Suite 300
Carson City, NV 89701



Brian Sandoval
Governor

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State of Nevada
Purchasing Division
Request for Proposal: 3073
For
INMATE TELEPHONE SERVICES

Release Date: January 29, 2014

Mandatory Site Visits February 11, 2014 thru February 19, 2014

Deadline for Submission and Opening Date and Time: March 18, 2014 @ 2:00 PM

Refer to Section 8, RFP Timeline for the complete RFP schedule

For additional information, please contact:

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Refer to Section 9 for instructions on submitting proposals

VENDOR INFORMATION SHEET FOR RFP 3073

Vendor Must:

- A) Provide all requested information in the space provided next to each numbered question. The information provided in Sections V1 through V6 will be used for development of the contract;
- B) Type or print responses; and
- C) Include this Vendor Information Sheet in Tab III of the Technical Proposal.

V1	Company Name	
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V2	Street Address	
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V3	City, State, ZIP	
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V4	Telephone Number	
	Area Code:	Number:

V5	Facsimile Number	
	Area Code:	Number:

V6	Toll Free Number	
	Area Code:	Number:

V7	<i>Contact Person for Questions / Contract Negotiations, including address if different than above</i>	
	Name:	
	Title:	
	Address:	
Email Address:		

V8	Telephone Number for Contact Person	
	Area Code:	Number:

V9	Facsimile Number for Contact Person	
	Area Code:	Number:

V10	<i>Name of Individual Authorized to Bind the Organization</i>	
	Name:	Title:

V11	<i>Signature (Individual must be legally authorized to bind the vendor per NRS 333.337)</i>	
	Signature:	Date:

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A Request for Proposal (RFP) process is different from an Invitation to Bid. The State expects vendors to propose creative, competitive solutions to the agency's stated problem or need, as specified below. Vendors' technical exceptions and/or assumptions should be clearly stated in *Attachment B, Technical Proposal Certification of Compliance with Terms and Conditions of RFP*. Vendors' cost exceptions and/or assumptions should be clearly stated in *Attachment P, Cost Commission Proposal Certification of Compliance with Terms and Conditions of RFP*. Exceptions and/or assumptions will be considered during the evaluation process; however, vendors must be specific. Nonspecific exceptions or assumptions may not be considered. The State reserves the right to limit the Scope of Work prior to award, if deemed in the best interest of the State per NRS 333.350(1).

Prospective vendors are advised to review Nevada's ethical standards requirements, including but not limited to, NRS 281A and the Governor's Proclamation, which can be found on the Purchasing Division's website (<http://purchasing.state.nv.us>).

1. PROJECT OVERVIEW

The State of Nevada, Division of Purchasing, on behalf of the Nevada Department of Corrections (NDOC) is currently seeking qualified vendors to submit proposals for furnishing, installing, and maintaining an Inmate Telephone System (ITS) for use in all present and future correctional facilities. The intent of this RFP is to award one (1) statewide contract that will enable inmates at all NDOC Facilities to make auto-collect local and long distance calls, debit local, long distance and international calls and/or pre-paid local, long distance and international calls from the NDOC Facilities. The NDOC 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.

1.1 The system at each NDOC Facility must allow for NDOC investigative personnel located either at the facility or central administration to remotely access each of the systems via a secure, password protected method. Specified NDOC personnel must have the ability to change or modify or view any privileges or restrictions pertaining to inmates at their facility.

1.2 The system features should include, but are not limited to:

- 1.2.1 Central and remote site network administration;
- 1.2.2 Centralized NDOC system database;
- 1.2.3 Automated operator;
- 1.2.4 Call branding;
- 1.2.5 Call blocking;
- 1.2.6 Three-way call detect;
- 1.2.7 Call forwarding detect;
- 1.2.8 Answering supervision;
- 1.2.9 Call duration limits and other inmate calling restrictions;
- 1.2.10 Call monitoring and recording;
- 1.2.11 Hot number tracking; and
- 1.2.12 System reporting.

The vendor shall install and operate prison inmate telephones and all related equipment including wiring for the inmate telephones, installation, and any related hardware and

software/firmware specifically identified in this RFP without cost to the NDOC. All proposals must include a program for commission payments to NDOC.

- 1.3 NDOC currently has approximately 13,000 inmates housed in numerous locations throughout the State of Nevada in varying levels of security.
- 1.4 The State of Nevada currently has 13 different Local Exchange Carriers (LEC) operating within the State of Nevada.
- 1.5 The contract award will be for a term of four (4) years. This contract will not automatically renew.
- 1.6 The vendor may include any other information that is believed to be relevant to this procurement but not specifically asked for in this RFP. Vendor may explain in detail any innovation, alternatives or more cost effective approaches available in any area of this RFP. Vendor may provide suggestions of other products or services available that may assist the NDOC.
- 1.7 Vendors must provide complete responses to all sections and numbered conditions of this RFP. If a vendor is in compliance with the section or numbered condition, please state, "Read, agree and will comply". If you are not in agreement (taking an exception) please mark as "Read and do not comply" and give a detailed response and alternative to the section. All exceptions must be specified in *Attachment B, Technical Proposal Certification of Compliance* of this RFP.
- 1.8 The current NDOC contract is with Embarq Payphone Services, Inc. DBA Century Link.
- 1.9 Vendors that choose not to submit a proposal are requested to submit *Attachment R, Statement of Non-Submittal*.
- 1.10 Site visits are mandatory. Vendors shall have an opportunity to visit the Correctional Facilities. Site visits for the Facilities will be conducted according to the schedule outlined on the Site Evaluation Form attached as *Attachment M, Site Evaluation Schedule*. This will be the only time available for the Vendor to visit the Facilities. Please note that any verbal questions posed during the site evaluations must be submitted in writing by the Vendor on or before **February 24, 2014**.
- 1.11 Background Check Approvals for site visits are required. For security reasons, the vendor must complete *Attachment K, Consent for Release of Criminal History Records*, form and return the completed form before **February 5, 2014**. Because of space considerations, each vendor shall be limited to a maximum of two (2) representatives to attend each site evaluation.

2. ACRONYMS/DEFINITIONS

For the purposes of this RFP, the following acronyms/definitions will be used:

Acronym	Description
<i>ADA</i>	Americans with Disabilities Act

Acronym	Description
<i>ADL</i>	Additional Designated Lines
<i>Assumption</i>	An idea or belief that something will happen or occur without proof. An idea or belief taken for granted without proof of occurrence.
<i>Awarded Vendor</i>	The organization/individual that is awarded and has an approved contract with the State of Nevada for the services identified in this RFP.
<i>BNS</i>	Billed Number Screening – Used to ensure that calls to blocked numbers and cell numbers are not completed.
<i>BOE</i>	State of Nevada Board of Examiners
<i>BTN</i>	Billed To Numbers
<i>CFR</i>	Code of Federal Regulations
<i>CLEC</i>	Competitive Local Exchange Carrier
<i>Collect Call</i>	A collect call is a call positively accepted by the called party and a call in which the called party will pay the charges of the call.
<i>Confidential Information</i>	Any information relating to the amount or source of any income, profits, losses or expenditures of a person, including data relating to cost or price submitted in support of a bid or proposal. The term does not include the amount of a bid or proposal. Refer NRS 333.020(5) (b).
<i>Contract Approval Date</i>	The date the State of Nevada Board of Examiners officially approves and accepts all contract language, terms and conditions as negotiated between the State and the successful vendor.
<i>Contract Award Date</i>	The date when vendors are notified that a contract has been successfully negotiated, executed and is awaiting approval of the Board of Examiners.
<i>Contractor</i>	The company or organization that has an approved contract with the State of Nevada for services identified in this RFP. The Contractor has full responsibility for coordinating and controlling all aspects of the contract, including support to be provided by any subcontractor(s). The Contractor will be the sole point of contact with the State relative to contract performance.
<i>Cross Reference</i>	A reference from one document/section to another document/section containing related material.
<i>Customer</i>	Department, Division or Agency of the State of Nevada.
<i>Debit Call</i>	A debit call is a call placed using telephone time that an inmate has pre-purchased through the NDOC commissary and debited from the inmate's

Acronym	Description
	bank account.
DOC	Department of Corrections
Division/Agency	The Division/Agency requesting services as identified in this RFP.
EIA/TIA	Electronic Industries Alliance/Telecommunications Industry Association; Set of three (3) telecommunications standards from the TIA a 1988 offshoot of the EIA.
Evaluation Committee	An independent committee comprised of a majority of State officers or employees established to evaluate and score proposals submitted in response to the RFP pursuant to NRS 333.335.
Exception	A formal objection taken to any statement/requirement identified within the RFP.
FCC	Federal Communications Commission
Goods	The term “goods” as used in this RFP has the meaning ascribed to it in NRS §104.2105(1) and includes, without limitation, “supplies”, “materials”, “equipment”, and “commodities”, as those terms are used in NRS Chapter 333.
ID	ITS Inmate Identification Number – used to establish an inmate call account.
ITS	Inmate Telephone System
Key Personnel	Vendor staff responsible for oversight of work during the life of the project and for deliverables.
LCB	Legislative Counsel Bureau
LEC	Local Exchange Carrier
LIDB	Line Information Data Base
LOI	Letter of Intent - notification of the State’s intent to award a contract to a vendor, pending successful negotiations; all information remains confidential until the issuance of the formal notice of award.
May	Indicates something that is recommended but not mandatory. If the vendor fails to provide recommended information, the State may, at its sole option, ask the vendor to provide the information or evaluate the proposal without the information.
MIS	Management Information Systems

Acronym	Description
<i>Must</i>	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
<i>NAC</i>	Nevada Administrative Code –All applicable NAC documentation may be reviewed via the internet at: www.leg.state.nv.us .
<i>NDOC</i>	Nevada Department of Corrections
<i>NOA</i>	Notice of Award – formal notification of the State’s decision to award a contract, pending Board of Examiners’ approval of said contract, any non-confidential information becomes available upon written request.
<i>NOTIS</i>	Nevada Offender Tracking Information System – the NDOC Correctional Management System.
<i>NRS</i>	Nevada Revised Statutes – All applicable NRS documentation may be reviewed via the internet at: www.leg.state.nv.us .
<i>Pacific Time (PT)</i>	Unless otherwise stated, all references to time in this RFP and any subsequent contract are understood to be Pacific Time.
<i>Pre-paid Collect</i>	A pre-paid collect call is a call made by an inmate using funds pre-paid by family or friends.
<i>Proprietary Information</i>	Any trade secret or confidential business information that is contained in a bid or proposal submitted on a particular contract. (Refer to NRS 333.020 (5) (a).
<i>Public Record</i>	All books and public records of a governmental entity, the contents of which are not otherwise declared by law to be confidential must be open to inspection by any person and may be fully copied or an abstract or memorandum may be prepared from those public books and public records. (Refer to NRS 333.333 and NRS 600A.030 [5]).
<i>PUC</i>	Public Utility Commission
<i>Redacted</i>	The process of removing confidential or proprietary information from a document prior to release of information to others.
<i>RFP</i>	Request for Proposal - a written statement which sets forth the requirements and specifications of a contract to be awarded by competitive selection as defined in NRS 333.020(8).
<i>Shall</i>	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
<i>Should</i>	Indicates something that is recommended but not mandatory. If the vendor fails to provide recommended information, the State may, at its sole option,

Acronym	Description
	ask the vendor to provide the information or evaluate the proposal without the information.
<i>State</i>	The State of Nevada and any agency identified herein.
<i>Subcontractor</i>	Third party, not directly employed by the Contractor, who will provide services identified in this RFP. This does not include third parties who provide support or incidental services to the Contractor.
<i>TCP/IP</i>	Transmission Control Protocol/Internet Protocol – The basic communication language or protocol of the Internet.
<i>TDD</i>	Telephone Devices for the Deaf
<i>Trade Secret</i>	Information, including, without limitation, a formula, pattern, compilation, program, device, method, technique, product, system, process, design, prototype, procedure, computer programming instruction or code that: derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by the public or any other person who can obtain commercial or economic value from its disclosure or use; and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.
<i>UPS</i>	Uninterruptible Power Source
<i>User</i>	Department, Division, Agency or County of the State of Nevada.
<i>Vendor</i>	Organization/individual submitting a proposal in response to this RFP.
<i>Will</i>	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.

2.1 STATE OBSERVED HOLIDAYS

The State observes the holidays noted in the following table. When January 1st, July 4th, November 11th or December 25th falls on Saturday, the preceding Friday is observed as the legal holiday. If these days fall on Sunday, the following Monday is the observed holiday.

Holiday	Day Observed
New Year's Day	January 1
Martin Luther King Jr.'s Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Nevada Day	Last Friday in October

Holiday	Day Observed
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Family Day	Friday following the Fourth Thursday in November
Christmas Day	December 25

3. SCOPE OF WORK

3.1 REGULATORY REQUIREMENTS

- 3.1.1 The vendor will adhere to any and all municipal, State or Federal requirements for the Inmate Telephone System (ITS) and managed access installation, certification, training or registration throughout the duration of the Contract. Should violation of codes, laws, statutes or ordinances occur relating to the ITS, the selected vendor shall correct the situation at no cost to the Nevada Department of Corrections (NDOC), including payment of any fines or penalties associated with the violation.
- 3.1.2 The vendor will be responsible for compliance with all regulatory requirements imposed by local, State and Federal regulatory agencies for all services provided throughout the duration of the Contract.
- 3.1.3 All vendors submitting a response to this RFP must be appropriately licensed by the Nevada State Contractor's Board in accordance with NRS 624. Vendors will comply with all applicable laws, rules, regulations, and orders of any authorized agency, commission, unit of the Federal, State, County, or municipal government at no cost to the NDOC. The vendor will be authorized by the appropriate governing body and/or regulatory agency to be an inmate telephone service provider.
- 3.1.4 The vendor will be responsible for making all modifications necessary to allow inmates to place calls in compliance with any industry dialing requirement change(s) at no cost to the NDOC to ensure proper use of the ITS by inmates and authorized NDOC staff.
- 3.1.5 The vendor will keep all call processing and call rating information current and made available upon request by the authorized NDOC staff. This information will include, but not be limited to:
- 3.1.5.1 Local exchanges;
 - 3.1.5.2 Area codes;
 - 3.1.5.3 Country codes; and
 - 3.1.5.4 Any other information necessary to accurately process and rate calls.
- 3.1.6 The vendor will ensure the ITS provides telephone reception quality equal to the highest level of quality offered to the general public and will meet all industry standards for service quality as defined by the Nevada Public Utilities Commission (PUC) and by the Federal Communications Commission (FCC).

The vendor will accept the authorized NDOC staff's decision regarding determination of quality.

3.2 VENDOR RESPONSIBILITIES IN INITIAL INSTALLATION AND ONGOING MAINTENANCE

3.2.1 The vendor will provide new equipment and software in current production and considered to be state-of-the-art at the time of installation necessary to provide the services as requested in this RFP. Vendor must maintain state-of-the-art level for the duration of the Contract. These services include but are not limited to:

- 3.2.1.1 Telephone sets;
- 3.2.1.2 Wiring;
- 3.2.1.3 Connectors;
- 3.2.1.4 Jacks;
- 3.2.1.5 Security and monitoring hardware; and
- 3.2.1.6 Software systems.

3.2.2 The vendor will be responsible for all equipment in the ITS in its entirety or its individual components including, but not limited to:

- 3.2.2.1 Normal wear/use;
- 3.2.2.2 Inmate abuse;
- 3.2.2.3 Natural disaster; or
- 3.2.2.4 Inmate unrest.

The ITS and/or component replacement will be performed at no cost to the NDOC and will occur immediately upon notification to the vendor of the ITS problem by the facility or authorized NDOC staff.

3.2.3 For each facility installation, the vendor will submit, to authorized NDOC staff, an implementation plan which will include an installation schedule. If agreed upon installation schedule is delayed beyond two (2) weeks from Contracted deadline date, the vendor will pay for any additional telephone service costs and/or lost commission incurred by the NDOC as a result of the time delay.

3.2.4 Weekly updates to the installation plan must be submitted to authorized NDOC staff located in Carson City, Nevada.

3.2.5 The vendor agrees to obtain written permission, from authorized NDOC staff, 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. The NDOC does not anticipate such work will be required for the initial installation of the ITS.

3.2.6 The vendor agrees to assume responsibility for all installation of equipment in accordance with the specifications contained in the manufacturer's installation instructions.

3.2.7 Use of existing or in-place equipment including but not limited to:

- 3.2.7.1 Conduit;
- 3.2.7.2 Raceways;
- 3.2.7.3 Cable ways;
- 3.2.7.4 Cable;
- 3.2.7.5 Inside wiring;
- 3.2.7.6 Telephone set mountings;
- 3.2.7.7 Switches;
- 3.2.7.8 Terminal boxes; and
- 3.2.7.9 Terminals within the facility are at the risk of the vendor.

No exposed wiring will be permitted. Ownership of any wiring or conduit placed under this Contract by the vendor becomes the NDOC's property upon termination and/or expiration of the Contract.

- 3.2.8 The vendor agrees that if any cabling work is required as part of any installation, all new cables will be used and marked clearly and legibly at both ends, and must meet all applicable Electronics Industries Alliance/Telecommunications Association (EIA/TIA) wiring standards for commercial buildings. All new cabling required by the vendor will be installed by the vendor at no cost to the NDOC.
- 3.2.9 The vendor must agree to install the minimum quantity of telephones required by the NDOC as detailed in ***Attachment J, Inmate Telephone Equipment Requirements***. Vendor can propose other options.
- 3.2.10 The authorized NDOC staff reserves the right to add or delete institutions and/or facilities receiving service under the Contract upon thirty (30) days written notice. Such additions or deletions may be accomplished by letter and do not require a Contract amendment.
- 3.2.11 When a new NDOC institution or satellite facility is opened by the NDOC, the authorized NDOC staff will determine (in consultation with the vendor) a schedule for installation of services and equipment at that location to ensure service as soon as practical at the new site.
- 3.2.12 The vendor will provide and install surge and lightening protection to protect their equipment. If outages are caused by surge and/or lightening, the vendor will reimburse NDOC for lost commission
- 3.2.13 Installation of all telephones and related equipment will be accomplished during normal business hours at each facility or as directed by the facility's onsite authorized NDOC staff.
- 3.2.14 The vendor will clean up and remove all debris and packaging material resulting from work performed.

- 3.2.15 The vendor will restore to original condition any damage to the NDOC's property caused by maintenance or installation personnel associated with the vendor, including repairs to walls, ceilings, etc.
- 3.2.16 The vendor agrees to install, repair and maintain all vendor provided equipment and lines at no cost to the NDOC. Equipment must be maintained as current state-of-the-art.
- 3.2.17 Upon completion of initial installation and any additional changes as needed to the ITS, vendor must provide the authorized NDOC staff with a list of telephone numbers, serial numbers, and locations of each unit. Vendor will routinely provide updated lists containing this information to authorized NDOC staff.
- 3.2.18 The vendor must indicate the physical size of any controlling equipment to be installed at the NDOC's facilities.
- 3.2.19 The vendor must indicate any environmental conditions required for the proposed controlling equipment. This will include any air conditioning or heating requirements for the control room or area. The vendor will be required to supply the necessary heating or cooling system for the control room at no additional cost to NDOC.
- 3.2.20 The vendor will offer cordless telephones to the NDOC at designated facilities. Those facilities requiring cordless telephones will be listed on the *Attachment J, Inmate Telephone Equipment Requirements*. The vendor will provide the cordless telephones at no cost to the NDOC.
- 3.2.21 The vendor will supply additional cordless telephones and or batteries for the telephones, as needed, at no cost to the NDOC throughout the duration of this Contract.
- 3.2.22 The vendor will process the calls from the cordless telephones through the ITS.

3.3 STATION EQUIPMENT SPECIFICATIONS

- 3.3.1 All technical specifications and ITS requirements will meet or exceed industry standards, and will be in proper working order, clean and free from defects of features affecting appearance, serviceability, or the safety of the authorized user in normal intended use, unless otherwise required herein.
- 3.3.2 The ITS will be capable of providing all operational features and system requirements applicable to all calls placed through the ITS, including local, long distance, and international calling.
- 3.3.3 Each call, having been identified as being placed through the vendor's ITS, will be delivered to the called party as a collect call, debit and/or pre-paid call.

Please describe your company's methodology to accomplish this.

- 3.3.4 The vendor will explain the company's ability and procedure to track other carrier's telephones and validate bill to numbers.
- 3.3.5 The vendor will subscribe to the Line Information Data Base (LIDB-physical address of telephone number) for validation purposes. The vendor will query this database for each inmate call and process only those calls which do not have Billed Number Screening (BNS) or Billed to Numbers (BTN). The vendor must assume all responsibilities for the cost of the validation.
- 3.3.6 Telephone equipment will be powered by the telephone line and will require no additional power source. A power source will be available at the demarcation location. Vendors will be required to identify the demarcation location for each facility.
- 3.3.7 In the unlikely case of the loss of commercial power and the failure of the Uninterruptible Power Source (UPS), the ITS 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 State.
- 3.3.8 The ITS will be capable of recovering from a power outage automatically or remotely once commercial power is restored.

Vendor will explain their process to validate and restore the ITS after shut down. If this is longer than 60 minutes, please explain how this will become part of a service level support defect.

- 3.3.9 The ITS and telephone stations will contain tamper-free equipment suitable for a detention environment. The equipment must contain no removable parts.
- 3.3.10 The vendor will provide a sufficient infrastructure to allow inmates to utilize all the available telephones at the same time.
- 3.3.11 The vendor will provide accommodations necessary to comply with Americans with Disabilities Act (ADA) requirements, including but not limited to: providing telephones which are accessible to persons in wheelchairs and compatible with Telephone Devices for the Deaf (TDD). The vendor will provide the requested number of TDD units as specified in *Attachment J, Inmate Telephone Equipment Requirements*.
- 3.3.12 All telephones must be of the "amplified" or of volume controlled sort.
- 3.3.13 The ITS will process calls:
 - 3.3.13.1 At a minimum, in English and Spanish.
 - 3.3.13.2 Vendor shall identify all possible languages to be provided to the NDOC. Any additional costs to provide languages must be included in vendor's cost response "in a separate line."

- 3.3.13.3 The inmate must be able to select the preferred language utilizing a simple two (2) digit code.
- 3.3.13.4 The vendor will indicate whether the called party can also select the preferred language for call prompts. Any additional cost for languages will be included in vendor's cost response "in a separate line."
- 3.3.13.5 Written dialing instructions for all languages will be provided to NDOC and be prominently displayed on each inmate telephone. ITS will replace systems, except for interface systems.
- 3.3.14 During the call set up process, the ITS will provide a pre-recorded announcement identifying that the call is coming from a specific inmate at the facility listed on ***Attachment I, Facilities Specifications***.
- 3.3.15 The ITS must offer the called party an option to receive a rate quote during the call set-up process.
- 3.3.16 All collect calls including debit and pre-paid calls must be clearly identified as a collect call to the called party. This recording must be heard by the called party, and be free of charge.
- 3.3.17 Call acceptance by the called party will be accomplished for all collect, debit and pre-paid calls through caller confirmation (positive acceptance). Voice recognition is not an acceptable method for positive call acceptance. The ITS will be able to recognize and distinguish, but not be limited to, the following:
 - 3.3.17.1 Standard or irregular busy signals;
 - 3.3.17.2 Standard or irregular ringing signals;
 - 3.3.17.3 Answering machines;
 - 3.3.17.4 Cellular telephones;
 - 3.3.17.5 Operator intercepts;
 - 3.3.17.6 Quick disconnects;
 - 3.3.17.7 Chain dialing; and
 - 3.3.17.8 No voice from called party.

The vendor will provide information on how the proposed ITS will meet this requirement.

- 3.3.18 The ITS will provide a recording back to the inmate detailing why a call was not completed. Please provide a list of the available recorded reasons.
- 3.3.19 Completing all NDOC authorized calls is a requirement. Please state your process for completing those calls that would normally be blocked because of Competitive Local Exchange Carrier (CLEC) issues.

- 3.3.20 Please provide operational specifics and a description of your proposed ITS validation process.
 - 3.3.20.1 Please include whether the vendor's validation is done in real time or by batch.
 - 3.3.20.2 Specify vendor's process for unblocking a telephone number which was originally restricted for non-payment, to include the timeframe for removing the restriction once the payment posts.

3.4 INMATE TELEPHONE SYSTEM (ITS) FUNCTIONALITY (GENERAL)

- 3.4.1 The vendor will provide the ITS with a technology system fully supported by an infrastructure which has the capability to provide specified services such as secure and real-time monitoring of inmate telephone calls meeting the NDOC's ITS security requirements. In addition, the ITS will contain a secure database for transactional call records and provide data feeds to the NDOC's official data repository.
- 3.4.2 Vendor must have functionality to allow or establish approval processes based on hierarchy or named group before an event is allowed to occur.
- 3.4.3 Authorized NDOC staff will be responsible for providing a daily "inmate location" and "inmate ID number" to the vendor. The authorized NDOC staff will determine the type, format and transmission method of the daily "inmate location". Authorized NDOC staff will define the specifications of the requested data feed.
- 3.4.4 The vendor will provide complete support of all ITS software necessary to ensure provision of services at all times throughout the duration of the Contract. In addition, the vendor will monitor changes to associated interfaced systems and accommodate changes in their ITS as needed to continue operations of the services and ITS as specified herein.
- 3.4.5 The ITS will be restricted to outgoing calls only. The ITS will not process incoming calls at any time. The ITS will allow for the authorized NDOC staff to program times when the ITS will be operational.
- 3.4.6 During the call set-up process, the ITS will provide a pre-recorded announcement every five (5) minutes, which complies with Code of Federal Regulations (CFR), Title 47, Volume 3, Part 64.710, identifying that the collect call is coming from a specific inmate at a specific NDOC facility, stating rate and complaint information and containing a toll free number for the consumer's use. This announcement will be heard by the answering party. The announcement will also include the statement: "All telephone calls will be recorded and monitored except attorney calls".
- 3.4.7 The ITS will have the capability to be deactivated (shut down), by authorized NDOC staff or vendor staff as authorized by NDOC. The ITS will be capable of deactivating the ITS ID feature by individual inmate telephone, group of

telephones and/or entire facilities, at the authorized NDOC staff's option. Regardless of the deactivation, the ITS will restrict inmate calls to:

- 3.4.7.1 Prepaid collect;
- 3.4.7.2 Normal collect;
- 3.4.7.3 Local;
- 3.4.7.4 Long distance;
- 3.4.7.5 Cellular; and
- 3.4.7.6 International calls.

At no time, will the inmate telephones be unrestricted due to the deactivation of the ITS ID feature. The authorized NDOC staff will have the ability to immediately deactivate any inmate's telephone account, upon approval of the authorized NDOC staff for any of the following reasons:

- 3.4.7.7 48-hours prior to any transfer;
- 3.4.7.8 48-hours prior to any outside medical appointment; or
- 3.4.7.9 48-hours prior to any outside court appointment.

- 3.4.8 The ITS will provide for authorized NDOC staff access for the purposes of managing ITS access information in real time. Authorized NDOC staff and vendor staff, as authorized by the NDOC, will have the ability to immediately enter, delete, change, or modify any ITS access information including, but not limited to, calling privileges or restrictions pertaining to inmates.
- 3.4.9 The ITS will provide capability for assigning an inmate's telephone access to an individual telephone or group of telephones so that the inmate's account may only place calls from those designated telephones. These telephones will still be capable of being used by an inmate whose telephone access is not specifically assigned to an individual telephone.
- 3.4.10 Should there be power outage issues, the ITS and UPS will maintain all currently ongoing telephone calls for up to five (5) minutes while blocking any additional call attempts after the event. A telephone message will alert inmates that they have two (2) minutes remaining on their call. After five (5) minutes, if the UPS has not alerted the ITS that commercial power has been restored, the ITS will power down to a quiescent state that allows it to resume full operation automatically after commercial power is restored. Upon restoration of power and system recovery, the ITS will wait for five (5) minutes of stable power before allowing inmate calls to resume.

3.5 NETWORK AND INFRASTRUCTURE REQUIREMENTS

- 3.5.1 The vendor will provide an ITS that includes a role-based monitoring component that is capable of being accessed through an authorized NDOC staff log-in. The ITS will be capable of monitoring calls via secure, password protected internet access.
- 3.5.2 In addition, the ITS will interface with all digital network services provided by local exchange carriers (LEC) as well as inter-exchange carriers. The vendor's

response shall provide the types of network services to which the ITS will interface and the purpose (use of a specific application) of such services for the NDOC.

3.6 SOFTWARE REQUIREMENTS

- 3.6.1 The vendor will provide all software required to support the ITS. At the time of installation and throughout the duration of the Contract, including any renewals, all software will be the current production and considered to be state-of-the-art including software for all equipment and monitoring terminals utilized in service delivery. The NDOC will not be responsible for any licensing costs throughout the duration of the Contract.
- 3.6.2 All software must be compatible with a minimum of a Windows 7 operating system and must operate with Internet Explorer version 8.0 at a minimum.
- 3.6.3 The vendor software installed on the NDOC computers/servers must operate in the then current NDOC hardware, software and security configuration. Vendor is responsible for maintaining capability as the NDOC configuration changes, at no cost to NDOC.
- 3.6.4 The NDOC prefers Web based tools with no software installation requirements. Please describe all vendor software proposed to be installed on NDOC computers and/or used by authorized NDOC staff. Provide software product name, functional description, usage, and installation/configuration requirements.
- 3.6.5 The vendor will provide all required/new software enhancements/upgrades to the ITS inclusive of service delivery for the ITS. Beta and Field Tested Software will not be provided unless specifically discussed with and approved by the authorized NDOC staff.
- 3.6.6 All upgrades, bug fixes, enhancements to the software and/or hardware will receive prior approval by the authorized NDOC staff. If requested by the authorized NDOC staff, the vendor will provide a test environment to allow the authorized NDOC staff to verify the upgrade, fix and/or enhancement is compatible with the current operating environment.
- 3.6.7 The ITS will give inmates the ability to obtain account balances for telephone time and available inmate bank account funds to spend at the inmate store and coffee shops at no cost to the inmate. If vendor software does not have this capability, the awarded vendor will write an interface to accommodate NDOC's needs.
- 3.6.8 The vendor is responsible for resolving any problems identified by the authorized NDOC staff in a timely fashion and at no cost to the NDOC. See ***Attachment O, NDOC Service Level Agreement.***

3.7 DATABASE REQUIREMENTS

- 3.7.1 The vendor will provide a data record of all transactions through the ITS. The data record will be maintained in a database for monitoring and analysis of inmate telephone calls. The data record is used to alert authorized NDOC staff of possible trends with inmate calls that could jeopardize the security of inmates, staff, or facilities.
- 3.7.2 The vendor will be responsible for the generation and creation of a centralized system database. The ITS will provide the capability for every outgoing call to be recorded with a transaction record that includes, at a minimum, a recording of the telephone call on standard media in a format of authorized NDOC staff's choosing that allows for playback on standard PC, CD drives or industry standard media players.
- 3.7.3 The database will be maintained in such a manner as to allow authorized NDOC staff the capability to review and monitor inmate call data regardless of which NDOC facility is housing the inmate.
- 3.7.4 The database will contain multiple data fields. At a minimum, the database will contain all fields required to generate reports as indicated in **Reporting Requirements, Section 3.14**, and all information required to establish Inmate Telephone Access as indicated in **Section 3.9**. Final data elements to be collected will be subject to written approval by the authorized NDOC staff.
- 3.7.5 The ITS will provide the capability for authorized NDOC staff to download reports from the database, through secured internet access, as outlined in **Reporting Requirements, Section 3.14**.
- 3.7.6 In addition, the vendor will provide access to the database through secure methods to be defined by the authorized NDOC staff. Authorized NDOC staff will be able to retrieve defined data on an on-going basis (could be real-time, daily or other).
- The vendor will provide requested data elements in a format to be determined by the authorized NDOC staff. Data extracts will be downloadable, as needed, to a format of authorized NDOC staff's choosing. The data will allow the authorized NDOC staff to perform further analysis as/when needed. The authorized NDOC staff will finalize the methods, processes and functions with the vendor.
- 3.7.7 The vendor must briefly describe how **Section 3.7.6** will be accomplished with the proposed ITS for the NDOC and what security measures are in place to ensure authorized NDOC staff have access to only those call recordings for which they are authorized.
- 3.7.8 The ITS proposed by the vendor must, at a minimum, allow authorized NDOC staff to locate call recordings in the following manners:

- 3.7.8.1 Search by inmate name or ITS inmate ID number (approved by NDOC);
 - 3.7.8.2 Search by certain time period (date/time);
 - 3.7.8.3 Search by certain telephone instruments;
 - 3.7.8.4 Search by called telephone number; and
 - 3.7.8.5 Search by unit location.
- 3.7.9 The ITS must allow for the search criteria either individually or in combinations.
- 3.7.10 The ITS vendor proposal will provide a search capability that allows authorized NDOC staff to search call recordings for certain key words or phrases. The vendor will provide a description of this capability. This feature will be commercially available at the time of the RFP submission in order to be compliant with this specification.
- 3.7.11 The ITS vendor proposal will provide an alert capability that will notify authorized NDOC staff with certain key words or phrases that are identified during the recording of the inmate call. This feature will be commercially available at the time of the RFP submission in order to be compliant with this specification.

The vendor will provide a description of this capability.

- 3.7.12 The security and confidentiality of data in the ITS is of critical importance. The vendor will recover all inmate telephone data for all locations, to the point of full service operation using a data backup.

The vendor will perform all service and database back-ups and archiving. The vendor will provide all archival hardware, supplies, and network recovery procedures to ensure no data is lost at no cost to the NDOC.

3.8 DATA STORAGE

- 3.8.1 The vendor will perform all ITS database back-ups and archiving including all call records, ITS programming database and call recordings. All archival hardware, supplies, network and recovery procedures, which ensure no data will be lost, will be provided by the vendor at no cost to the NDOC.
- 3.8.1.1 The vendor will briefly describe how they will perform back-up or ITS redundancy of call data.
- 3.8.2 The vendor will provide full ITS programming back-up on a daily basis including, but not limited to: