

- 3.8.2.1 All call restrictions;
 - 3.8.2.2 ITS inmate ID numbers;
 - 3.8.2.3 Recorded inmate names;
 - 3.8.2.4 ITS prompts; and
 - 3.8.2.5 Other ITS operating database information.
- 3.8.3 The vendor will provide full ITS programming back-up in real time including, but not limited to:
- 3.8.3.1 All call restrictions;
 - 3.8.3.2 ID;
 - 3.8.3.3 Recorded inmate names;
 - 3.8.3.4 ITS prompts; and
 - 3.8.3.5 Other ITS operating database information.

For example, when an Administrator updates an inmate's ID, the ITS automatically backs-up such changes immediately to the vendor's off-site location.

- 3.8.4 The vendor will provide full ITS inmate call record back-up from each NDOC location on a daily basis.
- 3.8.5 The vendor will provide full ITS inmate call record back-up in real time. For example, when an inmate has completed all information regarding the call, the vendor will back-up immediately to the vendor's off-site location.
- 3.8.6 The vendor will provide full ITS inmate call recording back-up from each NDOC location on a daily basis.
- 3.8.7 Vendor will provide full ITS inmate call recording back-up in real time. For example, when an inmate call completes, the entire recording of that call backs-up immediately to the vendor's off-site location.
- 3.8.8 The vendor will briefly describe how the local ITS databases at all NDOC facilities will be kept current with the ITS back-ups at the vendor's off-site location in case of required re-programming or ITS recovery at the NDOC facility. Should the vendor permanently lose call data, vendor will be responsible to the NDOC for reimbursement.
- 3.8.9 The vendor must agree that the NDOC retains ownership of all archived information, call detail, inmate records, call recordings, etc. The vendor must agree that the NDOC has the right to obtain all achieved information, call detail, inmate records, call recordings, etc. associated with the ITS regardless of the location of such information within the vendor's organization or site.

- 3.8.10 The ITS will store all call detail records, including all attempted and completed calls. This data will be stored at the vendor sites throughout the duration of the Contract. Upon successful ITS implementation, the vendor will either import the previous year's telephone data or pay the previous vendor to provide one (1) year of call record storage and retrieval at no cost to NDOC.

The vendor will provide authorized NDOC staff with a "Certificate of Destruction".

- 3.8.11 The ITS will record all data with a historical transaction record. All data will be stored/archived for retrieval/backup in a database when requested by authorized NDOC staff in accordance with the following:

3.8.11.1 All historical data will be centrally stored and accessible for reporting purposes.

3.8.11.2 This information must be available for reporting in a format of authorized NDOC staff's choosing.

3.8.11.3 The vendor is required to store telephone data throughout the duration of the Contract and/or successful transfer of the data to the authorized NDOC staff. Call records detail and call recordings will be available "on-line" for a minimum of twelve (12) months from the date of the call and call records detail will be available "off-line" for an additional forty-eight (48) months, or a total of sixty (60) months from the date of the call. "Off-line" records will be in a format readily accessible to the authorized NDOC staff upon request.

3.8.11.4 All data will remain the property of the NDOC and the vendor will not use the data for any purpose other than as required in the Contract.

- 3.8.12 The vendor will have a written Disaster Recovery Plan and Continuity of Operations Plan and associated internal system equipment that will be capable of providing for support in case of failures in power, ITS data networking, and vendor's equipment at its host site through the user-level equipment provided by the vendor, and for all natural or man-made disasters including flood or fire at the host facility. These plans and all updates will be reviewed and accepted by the authorized NDOC staff and kept for reference purposes.

3.9 SECURITY FEATURES

- 3.9.1 The ITS will allow multiple operators simultaneous access while maintaining adequate security to prevent unauthorized use and access.

- 3.9.2 The ITS will contain security features, which prevent unauthorized individuals from accessing any information held by the vendor. Secure access to the ITS and the database will be maintained at all times.

- 3.9.3 The vendor will establish an "informant" line. Calls to the "informant" line will be free and will be routed via the ITS to a destination designated by authorized NDOC staff. If so requested by authorized NDOC staff, the destination for the "informant" line may be an automated voicemail box. This call will not be a charge to the inmate.
- 3.9.4 The ITS provided by the vendor will not be capable of being detected by the called party for calling number identification (caller ID).
- 3.9.5 The ITS will prohibit direct-dialed calls of any type.
- 3.9.6 The ITS will prohibit access to "411" information service.
- 3.9.7 The ITS will prohibit access to NDOC designated numbers.
- 3.9.8 The ITS must be able to be shut down quickly and selectively. Authorized NDOC staff must be able to shut down the ITS by cut-off switches at several locations including, but not limited to:
 - 3.9.8.1 At demarcation location - total facility telephones;
 - 3.9.8.2 By central control center - select telephones; and
 - 3.9.8.3 By select housing units - control center.
- 3.9.9 The ITS will be able to take an individual telephone out of service without affecting other telephones.
- 3.9.10 The ITS will not process incoming calls at any time. The vendor shall agree that no inmate telephone will be capable of receiving an incoming call and the vendor will work with the local exchange carriers (LECs) to ensure such control.
- 3.9.11 The vendor will describe how it detects "false disconnects".
- 3.9.12 The ITS will have the capability of answer detection.
- 3.9.13 The vendor will describe its answer detection methodology.
- 3.9.14 The inmate's call will be muted until the called party has positively accepted the call. The ITS will not allow the inmate to hear the called party prior to the actual positive acceptance of the call.
- 3.9.15 The ITS will be capable of limiting the length of a call, providing the dial tone at certain times of the day and allowing a maximum number of minutes per inmate, per month.
- 3.9.16 In all circumstances, the ITS will limit the inmate to a single call request. The ITS will always require the inmate to disconnect and initiate another call.
- 3.9.17 The vendor will provide information on any additional or optional features, investigative or management systems or tools provided that may be of interest to the NDOC (i.e. word recognition/keyword search, reverse look-up, visitation telephone recording, etc.) Please ensure a complete description of the features

application is included. Any cost associated with the additional or optional features described shall be included in the vendor's cost response *Attachment P, Cost Commission Proposal*.

3.10 ITS INMATE IDENTIFICATION NUMBER (ID) APPLICATION

- 3.10.1 The vendor will establish an inmate account on the ITS that includes:
 - 3.10.1.1 The NDOC inmate ID number will be contained within the ITS inmate ID account number.
 - 3.10.1.2 NDOC inmate ID numbers are generated by Nevada Offender Tracking Information System (NOTIS) at intake and will be provided to the ITS daily.
 - 3.10.1.3 The ITS will provide the inmate the ability to choose a minimum of a four (4) digit password for logging into the ITS. The vendor will describe the procedures to implement and reset an inmate's password.
- 3.10.2 Authorized NDOC staff will have authority to modify or review any privileges or restrictions pertaining to an inmate. Level of authority should be password/user account/password-based.
- 3.10.3 The ITS inmate ID number application will work with the ITS using all the features and functionalities described herein. No calls will be made without an ITS inmate ID number.
- 3.10.4 The ITS will have the capability to provide collect, debit and pre-paid station-to-station calling utilizing an ITS inmate ID number.
- 3.10.5 The ITS must allow each ITS inmate ID number to have a "class of service" assigned. An adjustable default setting shall be provided. Setting will apply to all calls unless modified for a special ID. For example, each ITS inmate ID number will have the maximum duration of each call, etc. The proposed ITS must provide call restrictions by ITS inmate ID number and provide the following restrictions at a minimum:
 - 3.10.5.1 Location: Inmates can only make calls from the location designated by NOTIS.
 - 3.10.5.2 Placing of Calls: Inmates can be either approved or not approved to make telephone calls by ITS inmate ID number.
 - 3.10.5.3 Use of Specific Telephones: Inmates, via the ITS inmate ID number, will be restricted to a specific telephone or group of telephones, at the authorized NDOC staff's option; (i.e.: unit, wing, etc.).
 - 3.10.5.4 Duration of Call: Limit the duration of the call by facility, by individual, and by type of call, (local, Interlata, etc.).

- 3.10.5.5 Time of day calling.
- 3.10.5.6 Any combination of the above.
- 3.10.5.7 Once an inmate is released, the ITS inmate ID number and password will be deactivated.
- 3.10.6 The ITS will interface with the NDOC NOTIS system to ensure the NDOC inmate ID will be automatically transferred to the ITS.
- 3.10.7 The ITS inmate ID numbers will be accessible to authorized NDOC staff.
- 3.10.8 The vendor's ITS will document any changes to an individual ITS inmate ID number.

3.11 SYSTEM RESTRICTION, FRAUD CONTROL AND NOTIFICATION REQUIREMENTS

3.11.1 The security and confidentiality of inmate-placed telephone calls is of critical importance. Security features, which prevent unauthorized access to any information held by the vendor, will provide for restriction to the ITS, fraud control for prevention purposes, and notification capabilities for attempted security violations or breaches. Secure access to the ITS will be maintained at all times. The ITS will have security capabilities that include, but are not limited to:

3.11.1.1 Each completed call from the ITS, except registered attorney telephone calls, will include a pre-recorded announcement that the call is subject to monitoring and recording. The pre-recorded announcement will be random, but no less than one (1) time within the first ten (10) seconds of the call and at a minimum of three (3) times in a 30 minute telephone call.

3.11.1.2 The vendor will be able to detect unusual or suspicious number sequences dialed or dialing patterns, which the ITS identifies as possible attempts to commit fraud.

The vendor must briefly describe how the ITS will perform and/or prevent such fraudulent dialing attempts.

3.11.1.3 The proposed ITS will provide a call alert and notification feature. An alert is an immediate visible indication of a suspected event that can be set by authorized NDOC staff. A notification is an e-mail or phone call to an identified event selected by authorized NDOC staff. The event can include but is not limited to:

- A. A certain inmate placing a call,
- B. A certain number is called by an inmate, or
- C. A NDOC unauthorized call attempt is made.

The vendor will briefly describe the alert feature proposed with the proposed ITS and the options available to the NDOC.

3.11.1.4 The vendor will be able to identify and report, 3 way or conference calling and call forwarding. The vendor must have features that allow authorized NDOC staff options to manage identified calls. If authorized NDOC staff chooses to disconnect the call, the ITS will interject a message stating "This call is being disconnected in ten (10) seconds".

3.11.1.5 Optional Requirement - Vendors will provide technology information on their ability to detect the presence of cell phones within a facility. This can be done through the vendor's company or in conjunction with a subcontractor. Provide a separate line in the proposal cost section *Attachment P, Cost Commission Proposal*.

3.12 SYSTEM NETWORK STATUS MONITORING COMPONENT

3.12.1 All the ITS will provide a system network status monitoring component within the ITS.

3.12.2 The ITS's status monitoring component will, at a minimum:

3.12.2.1 Show graphically, in real-time, the status of the ITS components at each NDOC facility and other locations, to include but not limited to:

- A. Calls;
- B. Processor equipment;
- C. Call monitoring equipment;
- D. Call recording equipment;
- E. Telephone station equipment; and
- F. Network circuit connections.

3.12.2.2 Show component status for the ITS in a minimum of two (2) conditions:

- A. "Green" for normal operation; and
- B. "Red" for failed operation.

3.12.2.3 Provide automatic reporting of component status changes (not manual input) for calls.

3.12.2.4 Display and record event times, i.e., when any component changes status from "Red" to "Green", or vice-versa.

- 3.12.2.5 The ITS provider shall provide the service technicians the ability to log acknowledgements of but not limited to:
- A. Component failures;
 - B. Log acceptance of responsibility for repair; and
 - C. Log comments on action taken for calls.
- 3.12.2.6 Authorized NDOC staff will be allowed to observe the ITS status display at any time upon demand. All event records and technician logs will be maintained by the vendor for a minimum of thirty (30) days and will be available to authorized NDOC staff upon request.

3.13 VENDOR STAFF REQUIREMENTS

3.13.1 Vendor Staff Levels and Qualifications

The vendor will have direct oversight, be responsible for and monitor the performance of all vendor staff performing services under the Contract. The authorized NDOC staff will provide security for the vendor's employees and agents consistent with the security provided at all NDOC facilities.

- 3.13.1.1 The Vendor shall identify and define their key full time positions supporting the NDOC ITS.
- 3.13.1.2 The vendor will be responsible for all expenses incurred for travel, including transportation, and meals incurred on behalf of vendor's staff positions.
- 3.13.1.3 Additionally, the vendor's staff will liaise with and maintain a good working relationship with NDOC staff and other providers working with the NDOC.

3.13.2 Employee (Vendor) Background Clearance Requirements:

- 3.13.2.1 Requirements specified below apply to the awarded vendor.
- 3.13.2.2 Upon Contract award, and a least seven (7) days prior to beginning work, the awarded vendor will submit a completed **Attachment K, Consent for Release of Criminal History Records** form (DOC560), for each employee who will be working on this project (unless previously cleared for the Site Visit).
- 3.13.2.3 No personnel entering the correctional facilities may be convicted felons.
- 3.13.2.4 Forms must be sent to:
NDOC Contracts
Attn: Martha Simas
PO Box 7011, Carson City, NV 89702
Telephone: (775) 887-3319 / Fax (775) 887-3225
E-mail: msimas@doc.nv.gov

Faxes or e-mailed form will be accepted, but the original form must be sent by US postal mail within three (3) days or clearance may be revoked.

Because of space considerations, each vendor will be limited to a maximum of two (2) representatives to attend each site evaluation.

3.13.3 NDOC Security Regulations (DOC047)

3.13.3.1 All vendor employees entering prison grounds must adhere to ***Attachment L, NDOC Security Regulations.***

3.13.3.2 This form must be signed and returned for each employee who will be attending the site visit and/or performing any Contract work at NDOC facilities.

3.13.3.3 Any potential vendors who are in non-compliance with the requirements of the Security Regulations will not be allowed access to the facility.

3.13.3.4 The vendor must ensure that, while at the facility, inmates do not have access to telecommunication devices in accordance with NRS 209.417 and NRS 212.165.

3.13.4 Escalation Procedures During Repair Service.

3.13.4.1 The vendor will provide escalation procedures to address inadequate response to service calls, frequent repetition of the same service problem, inadequate repairs to ITS, etc. These described procedures will include the name and title of service and management personnel as well as criteria for service escalation to a certain "level" within the vendor's organization.

Updated contact names and telephone numbers of the service and management positions listed/described in the escalation procedures will be made available to the authorized NDOC staff immediately upon request.

3.14 REPORTING REQUIREMENTS

3.14.1 All reports will have the capability of being queried, sorted or filtered by any field contained in the report or by data parameters, as applicable, and reports will be readable on screen, printable and will be downloadable into a format of the authorized NDOC staff's choosing.

3.14.1.1 Vendor shall describe reporting capabilities including, without limitation, the ability of the ITS to access reports or a subset of reports to authorized NDOC staff by password or other structured access and how this will be accomplished.

- 3.14.2 Please list all available standard reports you can provide at no cost to the NDOC.
- 3.14.3 Monitoring reports that can be provided or sorted by any or all of the following criteria will include but are not limited to:
 - 3.14.3.1 Daily statistical reports;
 - 3.14.3.2 Facility name;
 - 3.14.3.3 Originating number;
 - 3.14.3.4 Terminating number;
 - 3.14.3.5 Date of call;
 - 3.14.3.6 Time of day;
 - 3.14.3.7 Length of call;
 - 3.14.3.8 Type of call;
 - 3.14.3.9 ITS inmate ID number;
 - 3.14.3.10 Frequently called numbers (for all numbers called more than 5 times in one day);
 - 3.14.3.11 Change in ITS inmate ID number calling patterns;
 - 3.14.3.12 Common numbers called (for all numbers called by more than one inmate);
 - 3.14.3.13 Originating station; and
 - 3.14.3.14 Bill type.
- 3.14.4 Billing reports that can be provided or sorted by any or all of the following criteria:
 - 3.14.4.1 Call detail report;
 - 3.14.4.2 Amount charged per call;
 - 3.14.4.3 Gross revenue;
 - 3.14.4.4 Daily statistics;
 - 3.14.4.5 Monthly statistics;
 - 3.14.4.6 Called party/number accepting report;

- 3.14.4.7 Fraud/velocity report;
 - 3.14.4.8 Separate facility totals and statistics;
 - 3.14.4.9 All facility totals and statistics;
 - 3.14.4.10 Total calls;
 - 3.14.4.11 Calls by date;
 - 3.14.4.12 Time of day; and
 - 3.14.4.13 Length of a call.
- 3.14.5 The ITS will also provide the capability to customize reports in a form mutually agreed upon by the authorized NDOC staff and the vendor.

3.15 DEBIT OR INMATE BASED PRE-PAID APPLICATION

- 3.15.1 The NDOC requests the vendor to support both debit and pre-paid applications at all facilities. The applications must include, but not be limited to, the following:
 - 3.15.1.1 The debit/inmate based pre-paid application will work with the ITS provided.
- 3.15.2 The debit application will interface with the current NDOC Commissary System for ease of transfer of money from the commissary account to the inmate ITS account. The commissary is managed by the authorized NDOC staff. In December of 2013, the commissary and banking environment will be moving to a new software application. The vendor must be prepared to test and accept a new data file if necessary.
- 3.15.3 The vendor will provide information as to how the ITS handles debit balances if an inmate is transferred from one NDOC facility to another.
- 3.15.4 The ITS will provide the inmate with a balance of their debit and/or inmate based pre-paid account at the time of the call. Please describe how this is accomplished.
- 3.15.5 The debit/inmate based pre-paid application will allow international calls.
- 3.15.6 The ITS will provide balance on bank account if requested at no cost to inmate.

3.16 TRAINING

- 3.16.1 The vendor will provide training to the authorized NDOC staff's personnel at the locations where the equipment is installed. Additional training will be provided to new authorized NDOC staff assigned during the Contract period, at no cost to the NDOC, at specific NDOC facilities in the north and south. Video conferencing is acceptable.

- 3.16.2 Training manuals will be provided to the authorized NDOC staff at all training meetings at no cost to the NDOC. All manuals will become the property of the NDOC.
- 3.16.3 Informational pamphlets will be available for inmate's relatives to explain applicable features and functionalities of the ITS, when requested by the authorized NDOC staff, at no cost to the NDOC.

3.17 GENERAL MAINTENANCE

- 3.17.1 The vendor shall contact the institution for entry approval regarding maintenance and repairs.
- 3.17.2 The vendor will provide the necessary labor, parts, materials, and transportation to maintain all proposed telephones in good working order and in compliance with the equipment manufacturer's specifications throughout the life of the Contract. No charge will be made to the NDOC for maintenance of the ITS.
- 3.17.3 The vendor will have the ability to perform remote diagnostics to the ITS to determine if a problem is with the telephone or with the telephone line.
- 3.17.4 The ITS will provide for continuous on-line diagnostics and continuous supervision, as well as local remote offline ITS control access for advanced programming and diagnostics. Access to the built-in advanced diagnostics and program control will be accessible via telephone or network by service center personnel and will provide failure reports, service history and other diagnostics.
- 3.17.5 The vendor will provide their on-site repair time, method and proposed level of services for the facilities. Vendors will detail their ability to handle emergencies see *Attachment O, Service Level Agreement*.

Please provide an escalation plan.

- 3.17.6 Vendors will provide all priority 1, 2, 3 and 4 tickets as they are opened, updated and closed by the field technicians, providing detail to show the problem and final resolution of said problem. Should the escalation plan as provided by the vendor not be followed explicitly, the vendor will be liable for lost commissions during times the telephones were in need of repair and not properly operating. The lost commission will be calculated by multiplying the average number of calls for each call type x (times) the then prevailing calling rates x (times) the commission rate. The specific commission will be calculated by the State and the State will advise the vendor of all commissions due. The vendor will pay the calculated lost commission with the next commission payment due the State. Vendor will be allotted time between the notification and the next commission payment to validate the lost commission. See *Attachment O, Service Level Agreement*.
- 3.17.7 The vendor must provide the authorized NDOC staff with a complete list of business, cellular and beeper numbers for its Contractors/subcontractors,

managers, administrators, technicians etc. The vendor's management home and emergency telephone numbers must also be furnished.

- 3.17.8 The vendor will provide a copy of the company's current repair procedure policy for both normal maintenance and emergency outages as it relates to your proposal.
- 3.17.9 Either party will report to the other party any misuse, destruction, damage, vandalism, liability, etc. to the ITS.
- 3.17.10 All issues surrounding the ITS will be reported by the vendor to the authorized NDOC staff. See *Attachment O, Service Level Agreement*.

Describe method of dealing with problems, complaints and response time.

3.18 TRANSITION PLAN

- 3.18.1 The vendor will work with the authorized NDOC staff and the incumbent vendor to ensure an orderly transition of the ITS and responsibilities under the Contract and ensure the continuity of the ITS required by the NDOC.
- 3.18.2 The vendor will propose a transition plan that minimizes lost revenue to the NDOC for a smooth "cutover" to the new ITS.
- 3.18.3 The vendor will maintain the current ITS database information including inmate profiles and call records. These will be retained during conversion to the new ITS. The vendor shall explain how database is maintained.
- 3.18.4 Within fifteen (15) days after Contract approval by the Nevada Board of Examiners (BOE), the vendor must provide a detailed Transition Plan with fixed deadlines provided to authorized NDOC staff in Carson City. The installation and transition to the new ITS must be completed within one hundred twenty (120) days.
- 3.18.5 Upon expiration, termination, or cancellation of the Contract, the vendor will cooperate in an orderly transfer of responsibility and/or the continuity of the services required under the terms of the Contract to an organization designated by the authorized NDOC staff. The vendor will provide and/or perform any or all of the responsibilities outlined in *Sections 3.18.6 through 3.18.11* below.
- 3.18.6 The Vendor acknowledges the call records, call recording, documentation, reports, data, etc., contained in the ITS are the property of the NDOC. The Vendor is responsible for providing all call records, call recordings, documentation, data, etc., in a format that authorized NDOC staff can maintain and utilize as an operational database and is designated by the authorized NDOC staff.
- 3.18.7 Upon termination, all call detail records, call recordings, documentation, reports, data, etc. will be provided to the authorized NDOC staff by the vendor within one hundred twenty (120) days of request or termination of the Contract. The data

will be in a workable, software-compatible format, to be determined by authorized NDOC staff, at no cost to the NDOC.

- 3.18.8 Upon termination, the vendor will discontinue providing service or accepting new assignments under the terms of the Contract, on a date specified by the authorized NDOC staff. The vendor agrees to continue providing all of the services in accordance with the terms and conditions, requirements and specifications of the Contract for a period not to exceed one hundred twenty (120) calendar days after the expiration, termination or cancellation date.
- 3.18.9 All commissions will be due and payable by the vendor to the NDOC at the compensation rate provided in the Contract until collect, debit and/or pre-paid calls are no longer handled by the vendor. Not to exceed one hundred twenty (120) days.
- 3.18.10 Commissions will be paid by the 15th of the following month.
- 3.18.11 The vendor will provide a plan for rendering restitution in the event agreed upon commissions are not paid to NDOC at mutually agreed time periods and/or in the event of ITS malfunctions.

3.19 BILLING

- 3.19.1 As facilities complete the "ITS functionality testing", authorized NDOC staff will determine the billing start date. This start date may vary from facility to facility depending on the completion of the "ITS functionality testing".
- 3.19.2 The commission paid to the NDOC will be based on gross revenue. Gross revenue is defined as revenue for all accepted calls without exception.
- 3.19.3 The vendor will assume sole responsibility for billing called parties receiving collect calls and for the collection of payment for these calls. The vendor will not deduct fraudulent, uncollectible or unbillable calls from the gross revenue prior to applying the commission percentage rate for the NDOC.
 - 3.19.3.1 Notwithstanding the above, gross revenues will not include taxes charged by an appropriate governmental entity. The monthly commission amount is therefore obtained by multiplying the commission percentage times each month's total charges.
- 3.19.4 Please provide a description of the vendor's billing and collection process based on the following criteria, including but not limited to:
 - 3.19.4.1 How are calls billed and who is the billing company?
 - 3.19.4.2 Explain the billing process for collecting, rating, sorting, distributing and billing of calls.
 - 3.19.4.3 What types of payment options are available to the called party?

- 3.19.4.4 What threshold will be imposed upon the called party on a daily, weekly and/or monthly basis?
- 3.19.4.5 Describe the process for customer service inquires and hours of availability.
- 3.19.4.6 Describe the time when the billing for an inmate call begins (when the inmate dials the telephone number, when the ITS dials the desired number, when the called party answers, when the called party accepts the call, etc.).
- 3.19.4.7 What additional fees, if any, are charged on the end user's telephone bill (billing fee, etc.)?
- 3.19.4.8 Provide a sample of the proposed monthly statement – usage incurred by the ITS.
- 3.19.4.9 Vendor must describe their process for unblocking a telephone number which was originally restricted for non-payment. This process must include the time frame for removing the restriction once the payment posts.

Describe this process.

4. COMPANY BACKGROUND AND REFERENCES

4.1 VENDOR INFORMATION

4.1.1 Vendors must provide a company profile in the table format below.

Question	Response
Company name:	
Ownership (sole proprietor, partnership, etc.):	
State of incorporation:	
Date of incorporation:	
# of years in business:	
List of top officers:	
Location of company headquarters:	
Location(s) of the company offices:	
Location(s) of the office that will provide the services described in this RFP:	
Number of employees locally with the expertise to support the requirements identified in this RFP:	
Number of employees nationally with the expertise to support the requirements in this RFP:	
Location(s) from which employees will be assigned for this project:	

4.1.2 **Please be advised**, pursuant to NRS 80.010, a corporation organized pursuant to the laws of another state must register with the State of Nevada, Secretary of State's Office as a foreign corporation before a Contract can be executed between the State of Nevada and the awarded vendor, unless specifically exempted by NRS 80.015.

4.1.3 The selected vendor, prior to doing business in the State of Nevada, must be appropriately licensed by the State of Nevada, Secretary of State's Office pursuant to NRS76. Information regarding the Nevada Business License can be located at <http://sos.state.nv.us>.

Question	Response
Nevada Business License Number:	
Legal Entity Name:	

Is "Legal Entity Name" the same name as vendor is doing business as?

Yes		No	
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If "No", provide explanation.

4.1.4 Vendors are cautioned that some services may contain licensing requirement(s). Vendors shall be proactive in verification of these requirements prior to proposal submittal. Proposals that do not contain the requisite licensure may be deemed non-responsive.

4.1.5 Has the vendor ever been engaged under Contract by any State of Nevada agency?

Yes		No	
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If "Yes", complete the following table for each State agency for whom the work was performed. Table can be duplicated for each Contract being identified.

Question	Response
Name of State agency:	
State agency contact name:	
Dates when services were performed:	
Type of duties performed:	
Total dollar value of the Contract:	

4.1.6 Are you now or have you been within the last two (2) years an employee of the State of Nevada, or any of its agencies, departments, or divisions?

Yes		No	
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If “Yes”, please explain when the employee is planning to render services, while on annual leave, compensatory time, or on their own time?

If you employ (a) any person who is a current employee of an agency of the State of Nevada, or (b) any person who has been an employee of an agency of the State of Nevada within the past two (2) years, and if such person will be performing or producing the services which you will be Contracted to provide under this Contract, you must disclose the identity of each such person in your response to this RFP, and specify the services that each person will be expected to perform.

4.1.7 Disclosure of any significant prior or ongoing Contract failures, Contract breaches, civil or criminal litigation in which the vendor has been alleged to be liable or held liable in a matter involving a Contract with the State of Nevada or any other governmental entity. Any pending claim or litigation occurring within the past six (6) years which may adversely affect the vendor’s ability to perform or fulfill its obligations if a Contract is awarded as a result of this RFP must also be disclosed.

Does any of the above apply to your company?

Yes		No	
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If “Yes”, please provide the following information. Table can be duplicated for each issue being identified.

Question	Response	
Date of alleged Contract failure or breach:		
Parties involved:		
Description of the Contract failure, Contract breach, or litigation, including the products or services involved:		
Amount in controversy:		
Resolution or current status of the dispute:		
If the matter has resulted in a court case:	Court	Case Number
Status of the litigation:		

4.1.8 Vendors must review the insurance requirements specified in *Attachment E, Insurance Schedule for RFP 3073*. Does your organization currently have or will your organization be able to provide the insurance requirements as specified in *Attachment E*.

Yes		No	
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Any exceptions and/or assumptions to the insurance requirements *must* be identified on *Attachment B, Technical Proposal Certification of Compliance*

with Terms and Conditions of RFP. Exceptions and/or assumptions will be taken into consideration as part of the evaluation process; however, vendors must be specific. If vendors do not specify any exceptions and/or assumptions at time of proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations.

Upon Contract award, the successful vendor **must** provide the Certificate of Insurance identifying the coverages as specified in **Attachment E, Insurance Schedule for RFP 3073.**

- 4.1.9 Company background/history and why vendor is qualified to provide the services described in this RFP. Limit response to no more than five (5) pages.
- 4.1.10 Length of time vendor has been providing services described in this RFP to the public and/or private sector. Please provide a brief description.
- 4.1.11 Financial information and documentation to be included in **Part III, Confidential Financial Information** of vendor's response in accordance with **Section 9.5, Part III – Confidential Financial Information.**
 - 4.1.11.1 Dun and Bradstreet Number
 - 4.1.11.2 Federal Tax Identification Number
 - 4.1.11.3 The last two (2) years and current year interim:
 - A. Profit and Loss Statement
 - B. Balance Statement

4.2 SUBCONTRACTOR INFORMATION

4.2.1 Does this proposal include the use of subcontractors?

Yes		No	
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If "Yes", vendor must:

- 4.2.1.1 Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor will perform services.
- 4.2.1.2 If any tasks are to be completed by subcontractor(s), vendors must:
 - A. Describe the relevant Contractual arrangements;
 - B. Describe how the work of any subcontractor(s) will be supervised, channels of communication will be maintained and compliance with Contract terms assured; and
 - C. Describe your previous experience with subcontractor(s).

- 4.2.1.3 Vendors must describe the methodology, processes and tools utilized for:
- A. Selecting and qualifying appropriate subcontractors for the project/Contract;
 - B. Ensuring subcontractor compliance with the overall performance objectives for the project;
 - C. Ensuring that subcontractor deliverables meet the quality objectives of the project/Contract; and
 - D. Providing proof of payment to any subcontractor(s) used for this project/Contract, if requested by the State. Proposal should include a plan by which, at the State's request, the State will be notified of such payments.
- 4.2.1.4 Provide the same information for any proposed subcontractors as requested in **Section 4.1, Vendor Information**.
- 4.2.1.5 Business references as specified in **Section 4.3, Business References** must be provided for any proposed subcontractors.
- 4.2.1.6 Vendor shall not allow any subcontractor to commence work until all insurance required of the subcontractor is provided to the vendor.
- 4.2.1.7 Vendor must notify the using agency of the intended use of any subcontractors not identified within their original proposal and provide the information originally requested in the RFP in **Section 4.2, Subcontractor Information**. The vendor must receive agency approval prior to subcontractor commencing work.

4.3 BUSINESS REFERENCES

- 4.3.1 Vendors should provide a minimum of three (3) business references from similar projects performed for private, state and/or large local government clients within the last three (3) years.
- 4.3.2 Vendors must provide the following information for every business reference provided by the vendor and/or subcontractor:

The "Company Name" must be the name of the proposing vendor or the vendor's proposed subcontractor.

Reference #:	
Company Name:	
Identify role company will have for this RFP project (Check appropriate role below):	
	VENDOR
	SUBCONTRACTOR
Project Name:	
Primary Contact Information	
Name:	
Street Address:	
City, State, Zip	
Phone, including area code:	
Facsimile, including area code:	
Email address:	
Alternate Contact Information	
Name:	
Street Address:	
City, State, Zip	
Phone, including area code:	
Facsimile, including area code:	
Email address:	
Project Information	
Brief description of the project/Contract and description of services performed, including technical environment (i.e., software applications, data communications, etc.) if applicable:	
Original Project/Contract Start Date:	
Original Project/Contract End Date:	
Original Project/Contract Value:	
Final Project/Contract Date:	
Was project/Contract completed in time originally allotted, and if not, why not?	
Was project/Contract completed within or under the original budget/cost proposal, and if not, why not?	

- 4.3.3 Vendors must also submit **Attachment F, Reference Questionnaire** to the business references that are identified in **Section 4.3.2**.
- 4.3.4 The company identified as the business references must submit the Reference Questionnaire directly to the Purchasing Division.
- 4.3.5 It is the vendor's responsibility to ensure that completed forms are received by the Purchasing Division on or before the deadline as specified in **Section 8, RFP Timeline** for inclusion in the evaluation process. Reference Questionnaires not

received, or not complete, may adversely affect the vendor's score in the evaluation process.

- 4.3.6 The State reserves the right to contact and verify any and all references listed regarding the quality and degree of satisfaction for such performance.

4.4 VENDOR STAFF RESUMES

A resume must be completed for each proposed key personnel responsible for performance under any Contract resulting from this RFP per *Attachment G, Proposed Staff Resume*.

5. COST

Vendors must provide detailed fixed prices for all costs associated with the responsibilities and related services. Refer to *Attachment P, Cost Commission Proposal*.

- 5.1 It is the NDOC's intention, through this RFP process, to generate the highest percentage of revenue for the State, while ensuring a quality telephone service with reasonable and justifiable telephone call rate charges for inmate's families and friends similar to those available to the public at large.

- 5.2 Costs which are not specifically identified in the vendor's response, and accepted by the NDOC as part of a Contract, will not be compensated under any Contract awarded pursuant to this RFP.

6. FINANCIAL

6.1 PAYMENT

- 6.1.1 Guaranteed Commission/Monthly Payment to the Department

- 6.1.1.1 The vendor will pay to the Department a monthly commission at the compensation rate of gross revenues provided through this RFP process. Commissions will be due and payable by the vendor to the NDOC until collect, debit and/or pre-paid calls are no longer handled by the vendor.

- 6.1.2 Monthly Payment Submission

- 6.1.2.1 Payment of the monthly amount will be tendered to the Department by Electronic Funds Transfer (EFT) to a specified Department account within 15 days after the final day of the vendor's regular monthly billing cycle.

- 6.1.3 Commission and Call Detail Report/Supporting Documentation for Monthly Payment

- 6.1.3.1 The vendor agrees to submit to the NDOC, as supporting detail for the monthly payment of commission, a Commission and Call Detail Report in detail sufficient to allow the NDOC to re-calculate gross