



Division of Purchasing  
Request for Proposal No. 1628  
For  
**INMATE TELEPHONE SERVICES**

Release Date: August 21, 2007  
Deadline for Submission and Opening Date and Time:  
October 15, 2007 @ 2:00 PM

For additional information, please contact:  
Gail Burchett, Purchasing Officer  
(775) 684-0172  
(TTY for the Deaf or Hard of Hearing: 1-800-326-6868.  
Ask the relay agent to dial 1-775-684-0172/V.)

**This document must be submitted in the "State Documents" section/tab of vendors' technical proposal**

**See Page 28, for instructions on submitting proposals.**

**Contact Information**

Company Name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone (\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Prices contained in this proposal are subject to acceptance within 180 calendar days.

Contact Person \_\_\_\_\_

Print Name & Title \_\_\_\_\_

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**A Request for Proposal 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 may take exception to any section of the RFP. Exceptions should be clearly stated in Attachment B (Certification of Indemnification and Compliance with Terms and Conditions of RFP) and will be considered during the evaluation process. The State reserves the right to limit the Scope of Work prior to award, if deemed in the best interest of the State NRS §333.350(1).**

## **1. OVERVIEW OF PROJECT**

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 a single statewide contract that will enable inmates at all State 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 State 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 DOC investigative personnel located either at the facility or central administration to remotely access each of the systems via a secure, password protected method. Specified DOC 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: central and remote site network administration, centralized NDOC system database, automated operator, call branding, call blocking, three-way call detect, call forwarding detect, answering supervision, call duration limits and other inmate calling restrictions, call monitoring and recording, hot number tracking and 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 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 operating within the state of Nevada.
- 1.5 The contract award will be for an initial term of three (3) years with yearly extensions up to a total of six (6) years if in the best interest of the State. In the event the State exercises such right, all terms and conditions, requirements and specifications of the Contract shall remain the same and apply during the renewal terms. 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 State.

- 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 of this RFP.
- 1.8 The current contract is with Global Tel Link (Verizon Business/MCI/WorldCom)
- 1.9 Vendors that choose not to submit a proposal are requested to submit a Statement of Non-Submittal in accordance with Attachment H.

## **2. ACRONYMS/DEFINITIONS**

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

<b><i>ADA</i></b>	Americans with Disabilities Act
<b><i>ADL</i></b>	Additional Designated Lines
<b><i>Awarded Vendor</i></b>	The organization/individual that is awarded and has an approved contract with the State of Nevada for the services identified in this RFP.
<b><i>BNS</i></b>	Billed Number Screening – Used to ensure that calls to block numbers and cell numbers are not completed
<b><i>CLEC</i></b>	Competitive Local Exchange Carrier
<b><i>Collect Call</i></b>	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.
<b><i>Confidential Information</i></b>	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. See NRS §333.020(5) (b).
<b><i>Debit Call</i></b>	A debit call is a call placed using telephone time that an inmate has pre-purchased through the commissary, and debited from his inmate bank account.
<b><i>DOC</i></b>	Department of Corrections
<b><i>Division</i></b>	Department, Division.
<b><i>EIA/TIA</i></b>	Set of three telecommunications standards from the Telecommunications Industry Association, a 1988 offshoot of the EIA.

<b><i>Evaluation Committee</i></b>	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.
<b><i>ITS</i></b>	Inmate Telephone System
<b><i>LEC</i></b>	Local Exchange Carrier
<b><i>LIDB</i></b>	Line Information Data Base
<b><i>LOI</i></b>	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.
<b><i>May</i></b>	Indicates something that is not mandatory but permissible.
<b><i>NAC</i></b>	Nevada Administrative Code
<b><i>NDOC</i></b>	Nevada Department of Corrections
<b><i>NOA</i></b>	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.
<b><i>NRS</i></b>	Nevada Revised Statutes
<b><i>PAN</i></b>	Personal Approved Number(s)
<b><i>PIN</i></b>	Personal Identification Number
<b><i>Pre-paid Collect</i></b>	A prepaid collect call shall be defined as a call made by an inmate using funds prepaid by family or friends associated with approved telephone numbers on an Inmate's PAN. A pre-paid collect call shall only be made to the specific number for which the called party has established an account with the vendor.
<b><i>Proprietary Information</i></b>	Any trade secret or confidential business information that is contained in a bid or proposal submitted on a particular contract.
<b><i>Public Record</i></b>	All books and public records of a governmental entity, the contents of which are not otherwise declared by law to be confidential (see NRS §333.333 and NRS §600A.030 (5)) 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.

<b><i>PUC</i></b>	Public Utility Commission
<b><i>RFP</i></b>	Request for Proposal - a written statement which sets forth the requirements and specifications of a contract to be awarded by competitive selection NRS §333.020(7).
<b><i>Shall/Must/Will</i></b>	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
<b><i>Should</i></b>	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.
<b><i>State</i></b>	The State of Nevada and any agency identified herein.
<b><i>Subcontractor</i></b>	Third party, not directly employed by the vendor, who will provide services identified in this RFP. This does not include third parties who provide support or incidental services to the vendor.
<b><i>TDD</i></b>	Telephone Devices for the Deaf
<b><i>Trade Secret</i></b>	Means 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.
<b><i>UPS</i></b>	Uninterruptible Power Source
<b><i>Vendor</i></b>	Organization/individual submitting a proposal in response to this RFP.
<b><i>Workstation</i></b>	Equipment used for monitoring inmate calls. This includes a UPS (Universal Power Source) to keep power to the workstation up to 30 minutes after a power failure in order to monitor calls.

### **3. SCOPE OF WORK**

#### **3.1 VENDOR RESPONSIBILITIES – General**

The vendor shall furnish, install and maintain all equipment and software necessary to provide all telephone services to the inmates utilizing the vendor's Inmate Telephone System (ITS) to all current and future Facilities operated by the State as shown in Attachment E.

- 3.1.1 All vendors submitting a response to this RFP must be appropriately licensed by the Nevada State Contractors' Board in accordance with NRS 624. Vendors shall comply with all applicable laws, rules, regulations, and orders of any authorized agency, commission, unit of the federal government, state, county, or municipal government at no cost to the State. The vendor shall be authorized by the appropriate governing body and/or regulatory agency to be an Inmate Telephone Service Provider.
- 3.1.2 The ITS shall comply with all Federal Communication and/or Utility Commissions regulations.
- 3.1.3 **Site Evaluations:** Vendors shall have an opportunity to visit the Facilities marked in Attachment E as "Evaluation Sites" during the RFP process. The State strongly encourages that vendors perform site visits on all of the facilities. Site visits for the Facilities will be conducted according to the schedule outlined on the Site Evaluation Form attached as Attachment I. This will be the only time available for the Vendor to visit the Facilities marked as Evaluation Sites. Please note that any verbal questions posed during the site evaluations must be submitted in writing by the Vendor on or before September 21, 2007.
- 3.1.4 Background Check Approvals for site visits are required. For security reasons, the vendor must complete Attachment I Background Check form and return the completed form to Gail Burchett via fax at (775) 684-0188 or E-mail [gburchet@purchasing.state.nv.us](mailto:gburchet@purchasing.state.nv.us) on or before September 4<sup>th</sup>, 2007. Because of space considerations, each vendor shall be limited to a maximum of two representatives to attend each site evaluation.

## **3.2 VENDOR RESPONSIBILITIES – Equipment and Software**

- 3.2.1 The vendor shall provide all equipment and software necessary to provide the services as requested in this RFP. These services include but are not limited to telephone sets, wiring, connectors, jacks, security and monitoring hardware, and software systems.
- 3.2.2 The vendor will be responsible for the all equipment in the Inmate Telephone System in its entirety or its individual components 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 State and will occur immediately upon notification to the vendor of the system problem by the Facility, or State designee.
- 3.2.3 The vendor shall provide the requested number of workstations as specified in Attachment F, working real-time with the ITS, for such monitoring, recording and reporting. The workstations shall include a CD/DVD burner and printer. The State requires that the monitors provided be LCD flat panels. All monitoring hardware should be of the latest technology, and reliability. The vendor will be responsible to maintain the hardware for the life of the contract. The vendor will

replace the hardware if needed to allow investigation staff at each facility the latest tools for access to ITS.

- 3.2.4 The vendor shall notify the State of any new software upgrades within thirty (30) days of the introduction of the new software into the market by the vendor. The vendor shall upgrade the ITS with new software versions and new hardware as required by the State at no cost to the State.
- 3.2.5 Vendors are to provide information on their ability to detect the presence of cell phones within a facility. This can be done though the vendor's company or in conjunction with a subcontractor. Please indicate the impact on the commission should the State decide to move forward with this requirement.

### **3.3 VENDOR RESPONSIBILITIES - Initial and Ongoing Installations**

- 3.3.1 For each facility installation, the vendor shall submit an implementation plan which shall include an installation schedule. Any initial installations must be completed within one hundred twenty (120) days after the approval of the contract by the Board of Examiners and the State's order to proceed. Should implementation be delayed by any party other than the State beyond the 120 days allotted, the vendor shall pay for any additional telephone service costs and/or lost commission incurred by the State as a result of the time delay.
  - 3.3.1.1 Weekly updates to the installation plan must be submitted to DOC Administration located in Carson City, Nevada. If the implementation extends past the one hundred twenty (120) days, the vendor will pay for any additional telephone services costs and or lost commissions incurred by the State as a result of the time delay.
- 3.3.2 The vendor agrees to obtain the State's written permission 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 State does not anticipate that such work will be required for the initial installation of the ITS.
- 3.3.3 The vendor agrees to assume responsibility for all installation of equipment in accordance with the specifications contained in the manufacturer's installation instructions.
- 3.3.4 Use of existing or in-place conduit, raceways, cable ways, cable, inside wiring, telephone set mountings, switches, terminal boxes, and 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 Agreement by the successful vendor becomes the State's property upon termination and/or expiration of the Agreement.
- 3.3.5 The vendor agrees that if any cabling work is required as part of any installation, all new cables shall be used and marked clearly and legibly at both ends, and must



meet all applicable 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 State.

- 3.3.6 The successful vendor must agree to install the quantity of telephones required by the State as detailed in Attachment F.
  - 3.3.6.1 During the term of this Agreement, the vendor shall install any additional telephones, and monitoring and recording equipment at no cost to the State. This includes expansion to the existing Facility and any newly constructed Facility throughout. Any new facilities will be added to the contract through an amendment and will be afforded the same terms and conditions.
- 3.3.7 The vendor shall provide and install adequate surge and lightning protection equipment on all lines used for the ITS. This shall include a UPS for the switch if required. UPS units must be adequate for the size of each Facility. Adequacy must be documented based on UPS manufacturer's recommendations. The vendor must provide, install and maintain (according to manufacturer's specifications) all ITS UPS equipment at each of the Facilities. The vendor must replace all UPS equipment upon expiration of the manufacturer's life cycle of the installed product. The use of traditional "power strips" for surge protection is not acceptable.
- 3.3.8 Installation of all telephones and related equipment shall be accomplished during normal business hours at each Facility or as directed by the Facility's onsite Warden.
- 3.3.9 The vendor shall clean up and remove all debris and packaging material resulting from work performed.
- 3.3.10 The vendor shall restore to original condition any damage to the State's property caused by maintenance or installation personnel associated with the vendor, including repairs to walls, ceilings, etc.
- 3.3.11 The vendor agrees to install, repair and maintain all vendor provided equipment and lines at no cost to the State. All vendor provided equipment, installation, maintenance and repair costs as well as all costs or losses due to vandalism shall be the total responsibility of the vendor.
- 3.3.12 Upon completion of initial installation and ongoing installations, vendor must provide the State with a list of telephone numbers, serial numbers, and locations of each unit.
- 3.3.13 The vendor must indicate the physical size of any controlling equipment to be installed at the State's facilities.

- 3.3.14 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 may be required to supply the necessary heating or cooling system for the control room.
- 3.3.15 The vendor shall offer cordless phones to the State at designated facilities. Those facilities requesting cordless phones will be shown on Attachment F. The vendor shall provide the cordless phones to the State at no cost to the State. The vendor shall process the calls from the cordless phones through the ITS. The vendor will supply additional cordless phones and or batteries for the phones at no cost to the State throughout the term of this contract.

#### **3.4 STATION EQUIPMENT SPECIFICATIONS**

- 3.4.1 The ITS shall be capable of providing all operational features and system requirements applicable to all calls placed through the system, including local, long distance, and international calling.
- 3.4.2 Each call, having been identified as being placed through the vendor's ITS, shall be delivered to the called party as a collect call, debit and/or prep-paid call. Please describe your company's methodology to accomplish this.
- 3.4.3 Do you, the vendor have the ability to track other carrier's phones and validate bill to numbers?
- 3.4.4 The vendor shall subscribe to the Line Information Data Base (LIDB) for validation purposes. The vendor shall 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.
- 3.4.5 Telephone station equipment shall be powered by the telephone line and require no additional power source. A power source will be available at the demarcation location. Vendors may be required to identify the demarcation location for each Facility.
- 3.4.6 The vendor must provide a universal power supply/power back up system (UPS) for the ITS robust enough to support the system for 30 minutes in the event of a power outage. The vendor is responsible for maintaining the UPS per manufacturer's instructions and warranty for the term of the Agreement.
- 3.4.7 In the unlikely case of the loss of commercial power and the failure of the 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 one again provided by the State.
- 3.4.8 The vendor must describe in its response what component redundancy is provided to limit or virtually eliminate system downtime due to hardware component

failure.

- 3.4.9 The ITS and telephone stations shall be sturdy, non-coin, vandal resistant and steel armored composed of durable, tamper-free equipment suitable for a detention environment. The equipment must contain no removable parts.
- 3.4.10 The vendor shall provide a sufficient number of telephone lines to the ITS to prevent inmates from receiving busy signals more than 0.5% of the time.
- 3.4.11 The vendor shall provide telephone reception quality equal to the highest level of toll quality offered to the general public and shall meet telecommunication industry standards for service quality.
- 3.4.12 The vendor shall 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 providing systems that are compatible with Telephone Devices for the Deaf (TDD). The vendor shall provide the requested number of TDD units as specified in Attachment F.
- 3.4.13 A minimum of twenty (20%) percent of the telephone sets must be of the "amplified" or volume controlled sort. The vendor shall accept the State's decision regarding whether the reception quality meets industry quality standards.
- 3.4.14 The ITS shall monitor the switch hook of the inmate telephones and if the switch hook is depressed at any time, the call will be disconnected or an internal dial tone should be activated to prevent fraud. The vendor must assume all responsibility for fraud.
- 3.4.15 During the call set up process, the ITS shall provide a pre-recorded announcement identifying that the call is coming from a specific inmate at the Facility listed on Attachment E.
- 3.4.16 The ITS must offer the called party an option to receive a rate quote during the call set-up process.
- 3.4.17 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 any toll charges. Each call (whether collect, pre-pay or debit) shall include the following announcement: "This call may be monitored and recorded." The vendor must indicate how much time is allowed for the inmate to record his/her name when placing a call and how many times the system will play the message to the called party prior to termination.
- 3.4.18 Call acceptance by the called party shall 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 shall be able to recognize and distinguish standard or irregular busy signals, standard or irregular ringing signals, answering machines, cellular telephones, pagers, operator intercepts, quick disconnects, chain dialing, no voice from called

party, etc. The vendor shall provide information on how the proposed ITS will meet this requirement.

- 3.4.19 The ITS shall process calls on a selective bilingual basis: English and Spanish. The inmate must be able to select the preferred language utilizing a simple code. The vendor shall indicate whether the called party can also select the preferred language for call prompts. Written dialing instructions in both English and Spanish must be permanently and prominently displayed on each inmate telephone.
- 3.4.20 The ITS shall provide a recording back to the inmate which details why a call was not completed. Please provide a list of the available recordings.
- 3.4.21 The vendor shall indicate how calls to rotary telephones are handled to ensure completion of all calls.
- 3.4.22 Please state your process for completing those calls that would normally be blocked because of CLEC issues.
- 3.4.23 Please provide operational specifics and a description of your proposed inmate phone system validation process. Please include whether the vendor's validation is done real time or by batch. Specify vendor's process for unblocking a phone number which was originally restricted for non-payment, to include the timeframe for removing the restriction once the payment posts.
- 3.4.24 Please state your process for identifying a call being placed to a cell phone. Please explain how current technology is/is not capable of detecting such information and the percentage of called party numbers that can be recognized as a cell phone.

### **3.5 REPORTING REQUIREMENTS**

- 3.5.1 The vendor must provide reporting and querying methods and capabilities which provide maximum flexibility, a user friendly interface, speed. Efficiency and accuracy at both central and remote sites. The vendor must describe in their response the reporting capabilities of the system including with out limitation the ability of the system to access reports or a subset of reports to designated NDOC personnel by password or other structured access and how this will be accomplished.
- 3.5.2 Please list all available standard reports you can provide at no cost to the State.
- 3.5.3 Monitoring reports that can be provided or sorted by any or all of the following criteria shall include but are not limited to:
- Daily statistical reports;
  - Facility name;
  - Originating number;

- Terminating number;
- Date of call;
- Time of day;
- Length of call;
- Type of call;
- PIN number;
- Frequently called numbers (for all numbers called more than 5 times in one day);
- Common numbers called (for all numbers called by more than one inmate);
- Originating station; and
- Bill type

3.5.4 Billing reports that can be provided or sorted by any or all of the following criteria:

- Call detail report;
- Amount charged per call;
- Gross revenue;
- Daily statistics;
- Monthly statistics;
- Called party/number accepting report;
- Fraud/velocity report;
- Separate facility totals and statistics;
- All Facility totals and statistics;
- Total calls;
- Calls by date;
- Time of day; and
- Length of a call.

3.5.5 The ITS shall be capable, upon request by the State, to provide specific information for tracking inmate calling activities and calling patterns by individual telephone numbers. The following reports shall be available for monitoring purposes:

- PANs per inmate or identifying number; and,
- Calls by PIN or other identifying number.

3.5.6 The ITS shall also provide the capability to customize reports in a form mutually agreed upon by the State and the vendor.

### **3.6 DATA STORAGE**

3.6.1 Off-site storage of call detail records shall be in a minimum of three (3) locations to avoid any possibility of call detail records being lost. The vendor must provide the State with the specifics on these locations and the frequency the data is backed

up.

- 3.6.2 The ITS shall store all call detail records, including all attempted and completed calls. This data will be stored at the vendor sites for the term of the contract plus three years after contract termination.
- 3.6.3 The State shall have access to all call detail records from the workstation(s) or remote computers. The workstation(s) shall provide the capability to copy the Call Detail Records onto a Compact Disc (CD)/DVD.

### **3.7 SECURITY FEATURES**

- 3.7.1 The ITS shall be TCP/IP compatible and allow multiple operators simultaneous access while maintaining adequate security to prevent unauthorized use and access.
- 3.7.2 The vendor shall have the capability to establish an "informant" line. Calls to the "informant" line shall be free and shall be routed via the ITS to a destination designated by the State. If so requested by the State, the destination for the "informant" line may be an automated voicemail box. This call should not be a charge to the inmate.
- 3.7.3 The telephone network services provided by the vendor shall not be capable of being detected by the called party for calling number identification (caller ID).
- 3.7.4 The ITS shall prohibit direct-dialed calls of any type.
- 3.7.5 The ITS shall prohibit access to "411" information service.
- 3.7.6 The ITS shall prohibit access to 800 and 900 type services.
- 3.7.7 The ITS shall prohibit access to multiple long distance carriers via 950, 800 and 10 10-XXX numbers.
- 3.7.8 The ITS must be able to be shutdown quickly and selectively. The State must be able to shutdown the ITS by cut-off switches at several locations including, but not limited to:
  - At demarcation location - total Facility telephones;
  - By central control center - select telephones; and,
  - By select housing units - control center.
- 3.7.9 The ITS shall be able to take an individual station out of service without affecting other stations or units.
- 3.7.10 The ITS shall prevent any inmate telephone from receiving any incoming calls. The vendor agrees that no inmate telephone shall be capable of receiving an

incoming call and the vendor shall work with the local exchange carriers (LECs) to ensure such control.

- 3.7.11 The ITS will have a fraud prevention feature. This feature will randomly interject pre-recorded announcements throughout the duration of the conversation. What is this feature other than a recorded announcement?
- 3.7.12 The ITS, upon detection of a three way call (call forwarding and conference calls, etc.), shall have the capability to terminate the call immediately. The ITS to plays a message to the inmate or called party prior to terminating the call. Describe this message.
- 3.7.13 The ITS shall have the capability to detect and terminate Remote Call Forwarding calls. If the vendor's ITS will not detect Remote Call Forwarding, please provide the status of vendor's research and development relative to detection of Remote Call Forwarding. Please explain your system and how it detects "false disconnects"?
- 3.7.14 The ITS shall have the capability of answer detection. Please explain your answer detection methodology.
- 3.7.15 The inmate's call shall be muted until the called party has positively accepted the call. The ITS must not allow the inmate to hear the called party prior to the actual positive acceptance of the call.
- 3.7.16 The ITS shall 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.
- 3.7.17 In all circumstances, the service shall limit the inmate to a single call request. The service shall always require the inmate to disconnect and initiate another call.
- 3.7.18 The vendor shall provide information on any additional or optional features, investigative or management systems or tools provided that may be of interest to the State (i.e. word recognition/keyword search, reverse look-up, visitation phone recording, etc.) Please ensure a complete description of the features application is included. Also, detail any cost associated with the additional or optional features described.

### **3.8 Personal Identification Number (PIN) Application**

- 3.8.1 Facility and central office administrators should have authority to modify or review any privileges or restrictions pertaining to an inmate. Level of authority would be password/user account based.
- 3.8.2 The PIN application shall work with the ITS using all the features and functionalities described herein. No calls shall be made without a PIN.

- 3.8.3 The ITS shall have the capability to provide collect, debit and pre-paid station-to-station calling utilizing a PIN.
- 3.8.4 The ITS shall provide Allow Lists (PANs) associated with each PIN. These PANs shall store a set quantity of allowed telephone numbers for each inmate. The vendor shall indicate whether the proposed ITS documents updates or keeps a history of PAN entries. (ex: time/date stamp, etc.).
- 3.8.5 The ITS should be able to identify if a PAN number appears on other inmates PAN lists. The vendor shall indicate whether the proposed ITS documents updates or keeps a history of PAN entries.
- 3.8.6 The ITS 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 States option;
  - Duration of Call: Limit the duration of the call by facility by individual, by type of call, (local, Interlata, etc.)
  - Time of Day Calling
  - Telephone Numbers that PIN Can Call: PAN
  - Combination of the Above:
- 3.8.7 Inmate PIN numbers are generated by the correctional management system. The ITS shall be capable of storing and using Inmate ID numbers generated by the State. Currently State ID numbers are 7 digits plus a 2 digit password
- 3.8.8 The ITS shall have the capability to interface with the State correctional management system so that the inmate PIN will be automatically transferred to the ITS. If the State elects the interface option, the Facility shall not be responsible for entering PIN numbers into the ITS when new inmates are added.
- 3.8.9 The PIN numbers shall be stored in a database that is accessible to designated users, depending upon the user’s password level.
- 3.8.10 The ITS shall include, at a minimum, an alert system that will detect and prohibit an attempted call made to a restricted number, an attempted call using a restricted PIN, or an attempted call made from a restricted telephone.
- 3.8.11 Once an inmate’s account has been activated in the ITS, the inmate shall be allowed to place calls from any of the State’s Facilities. (If the inmate is moved, we would want to cut the inmate off from using the PIN at the old facility and activate this at the new facility).



- 3.8.12 The ITS shall be capable of transferring inmate information (ex: PINs, PANs, etc.) from one Facility to another Facility without requiring manual re-entry of the inmate information. An inmate's PIN cannot be activated in more than one facility at a time.
- 3.8.13 The vendor shall indicate whether the proposed ITS is capable of documenting the date/time when an individual PIN entry was added to or modified in the ITS.

### **3.9 MONITORING AND RECORDING REQUIREMENTS**

- 3.9.1 The ITS shall allow the State's staff at the Central Office in Carson City, NV to remotely monitor live conversations and to access call recordings for all of the State's Facilities.
- 3.9.2 The ITS shall be capable of permitting full monitoring and recording of all calls from any telephone within the Facility unless there are restrictions that prohibit the recording and monitoring of certain calls such as attorney-client restrictions. The ITS shall have the capability to exclude those calls.  
Describe the methodology used for monitoring and restricting calls.
- 3.9.3 The ITS shall comprehensively record all calls. At a minimum, the Facility shall have the capability of playing back a recorded call. The vendor shall be responsible for supplying all CDs/media for the storage of call recordings at no cost to the State throughout the life of the Agreement and any renewal terms.
- 3.9.4 All call recordings shall be stored on-line for a minimum period of one hundred eighty (180) days and shall be stored off-line indefinitely. Please explain your storage methodology as it relates to monitored calls, clearly defining on-line versus off-line storage.
- 3.9.5 The monitoring and recording of calls shall be selectively programmable by one or all of the following:
- Housing Unit
  - Start and Stop Time and Date of Call;
  - Called Number; and
  - PIN.
- 3.9.6 The ITS shall be capable of showing real time call activity on a workstation. This activity shall be detailed by date of call, start time of call, stop time of call, originating telephone station number and called number.
- 3.9.7 The ITS shall allow the manual set up of the monitoring and recording connection on an as needed basis on the personal computer provided by the vendor and located at the Facility. The ITS shall have the ability to select a particular telephone number for recording or monitoring while a call is in progress.  
Describe your methodology.

- 3.9.8 The ITS shall provide for simultaneous playback of recorded calls and continuous recording of live conversations. It is mandatory that the playback of any selected channel must be accomplished while continuing to record all input channels.
- 3.9.9 The ITS shall have the capability of automatically calling and alerting investigators and offering live monitoring of calls. Vendor shall include detailed information on its alert application: at a minimum, the types of alerts available (cell phone, pages, email, etc.), required security PIN for accessing the real-time call, etc.
- 3.9.10 The ITS shall provide the capability to copy the conversations onto a compact disc (CD) or other storage device in audio or MP3/data format. The storage device shall be provided by the vendor and located with the recording equipment in the area designated by the State. The storage device shall produce transfer recordings with virtually no loss in quality and shall be capable of placing an audio time and date stamp within the recording. The storage device shall have a monitor amplifier and speaker so that the investigator may confirm accurate transfers of the recorded information.
- 3.9.11 Time and date entries for each recorded conversation shall be displayed on a per channel basis. The ITS shall display all conversations in chronological order to facilitate research and playback.
- 3.9.12 At the request of the State, vendor shall provide remote access to the State to the ITS at no cost to the State. The provision of remote access shall allow the State the same features and functionalities, permitted by the user's level of access, available on the workstations supplied by vendor.
- 3.9.13 Vendor must describe how alarms/alerts and printed information will be provided.
- 3.9.14 The vendor shall provide an uninterrupted power supply source to ensure there is no loss of recordings or real time call data in the event of a power failure.

### **3.10 DEBIT OR INMATE BASED PRE-PAID APPLICATION**

- 3.10.1 The State 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:
- 3.10.1.1 The debit/inmate based pre-paid application shall work with the ITS provided.
- 3.10.2 The debit application shall interface with the current Commissary System for ease of transfer of money from the commissary account to the Inmate ITS account. The Commissary is managed by the State. In April of 2008, 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.

- 3.10.3 The vendor shall provide information on how the ITS handles debit balances if an inmate is transferred from one State facility to another.
- 3.10.4 The pre-paid application shall allow for prepayment to a specific inmate's account or a member of inmate's PAN and shall be specific to an inmate's PAN.
- 3.10.5 The ITS shall provide the inmate with the balance of their debit and/or inmate based pre-paid account at the time of the call. Please describe how this is accomplished.
- 3.10.6 The debit/inmate based pre-paid application shall allow international calls. The vendor shall propose international calling rates in Attachment J.

### **3.11 TRAINING**

- 3.11.1 The Vendor shall provide training to the State's staff at the locations where the equipment is installed. Additional training shall be provided to new staff assigned during the Agreement period at no cost to the State, at specific facilities in the north and south. Video conferencing is acceptable.
- 3.11.2 Training manuals shall be provided to the State's staff at all training meetings at no cost to the State. All manuals will become the property of the State.
- 3.11.3 Informational pamphlets shall be available for inmates relative to the applicable features and functionalities of the ITS, when requested by the State and at no cost to the State.

### **3.12 GENERAL MAINTENANCE**

- 3.12.1 The vendor shall 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 Agreement. No charge shall be made to the State for maintenance of the ITS.
- 3.12.2 The vendor shall have the ability to perform remote diagnostics to the ITS to determine if a problem is with the telephone unit or with the telephone line.
- 3.12.3 The ITS shall provide for continuous on-line diagnostics and continuous supervision, as well as local remote offline system control access for advanced programming and diagnostics. Access to the built-in advanced diagnostics and program control shall be accessible via modem by service center personnel and shall provide failure reports, service history and other diagnostics.
- 3.12.4 The vendor shall maintain all cable related to the ITS, whether reused or newly installed.
- 3.12.5 The vendor shall provide their on-site repair time, method and proposed level of

services for the facilities. Vendors shall detail their ability to handle emergencies. Please provide an escalation plan.

- 3.12.6 Vendors shall 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 shall be liable for lost commissions during times that phones 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 shall be calculated by the State and the State will advise the vendor of all commissions due. The vendor shall 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.
- 3.12.7 The vendor must provide the State 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.
- 3.12.8 The vendor must provide a copy of the company's current repair procedure policy for both normal maintenance and emergency outages as it relates to your proposal.
- 3.12.9 Either party shall report to the other party any misuse, destruction, damage, vandalism, liability, etc. to the ITS.
- 3.12.10 All issues surrounding the ITS service shall be reported by the vendor to the State

### **3.13 TRANSITION PLAN**

- 3.13.1 The vendor shall work with the State and the incumbent vendor to ensure an orderly transition of services and responsibilities under the Agreement and to ensure the continuity of the services required by the State.
- 3.13.2 The vendor must propose a transition plan that minimizes lost revenue to the State for a smooth "cutover" to the new system.
- 3.13.3 The vendor must state how the current system (s) database information including inmate profiles and call records will be retained during conversion to the new system.
- 3.13.4 Within 15 days after contract approval by the Nevada Board of Examiners, the successful vendor must provide a detailed Transition Plan with fixed deadlines provided to DOC Administration in Carson City. The installation and transition to the new system must be completed within 120 days.

- 3.13.5 Upon expiration, termination, or cancellation of the Agreement, the vendor shall cooperate in an orderly transfer of responsibility and/or the continuity of the services required under the terms of the Agreement to an organization designated by the State. The vendor shall provide and/or perform any or all of the responsibilities outlined in 3.13.6 through 3.13.13 below.
- 3.13.6 The vendor acknowledges that the call records, call recordings, documentation, reports, data, etc., contained in the ITS are the property of the State.
- 3.13.7 All ITS inside wiring shall become the property of the State at the conclusion of the contract.
- 3.13.8 The vendor agrees to remove its equipment at the conclusion of the contract in a manner that will allow the reuse of that wire distribution.
- 3.13.9 The vendor agrees that the workstations shall become the property of the State at the expiration, cancellation, or termination of this contract so that the State will have access to all the call records, documentation, reports, data, etc. that are contained in the inmate telephone system.
- 3.13.10 All call detail records, call recordings, documentation, reports, data, etc. shall be provided to the State by the vendor within 90 days of request or termination of the contract. The data will be in a workable, software-compatible format at no cost to the State.
- 3.13.11 The vendor shall discontinue providing service or accepting new assignments under the terms of the contract, on a date specified by the State. 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 ninety (90) calendar days after the expiration, termination or cancellation date.
- 3.13.12 Commissions will be due and payable by the vendor to the State 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 ninety (90) days.)
- 3.13.13 As facilities complete the “system functionality testing”, the vendor and State shall mutually agree upon the billing start date. This start date may vary from facility to facility depending on the completion of the “system functionality testing”.

### **3.14 BILLING**

3.14.1 Please provide a description of vendor’s billing and collection process based on the following criteria:

- How are calls billed and who is the billing company?

- Explain the billing process for collecting, rating, sorting, distributing and billing of calls.
- What types of payment options are available to the called party?
- What threshold will be imposed upon the called party on a daily, weekly and/or monthly basis?
- Describe the process for customer service inquires and hours of availability.
- Describe the time when the billing for an inmate call begins (when the inmate dials the telephone number, when the inmate telephone system dials the desired number, when the called party answers, when the called party accepts the call, etc).
- What additional fees, if any, are charged on the end user's telephone bill (ex: billing fee, etc.)?

3.14.2 Please specify vendor's process for unblocking a phone number which was originally restricted for non-payment, to include the timeframe for removing the restriction once the payment posts.

#### 4. COMPANY BACKGROUND AND REFERENCES

##### 4.1 PRIMARY VENDOR INFORMATION

Vendors must provide a company profile. Information provided shall include:

- 4.1.1 Company ownership (sole proprietor, partnership, etc).
  - 4.1.1.1 Incorporated companies must identify the state in which the company is incorporated and the date of incorporation. **Please be advised**, pursuant to NRS §80.010, incorporated companies 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.
  - 4.1.1.2 The selected vendor, prior to doing business in the State of Nevada, must be appropriately licensed by the Department of Taxation, in accordance with NRS §360.780.
- 4.1.2 Disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigation pending which involves the vendor or in which the vendor has been judged guilty or liable with the State of Nevada.
- 4.1.3 Vendor shall disclose a list of all agreements lost, not renewed or prematurely cancelled in the last four years. Vendor shall include the reason for the non-renewal or cancellation.
- 4.1.4 Vendor shall provide a list of every entity in the last 3 years that has notified the vendor in writing that there were additional commissions owed for any reason. Please provide names and addresses of the entities and the dates their issues were resolved.

- 4.1.5 Location(s) of the company offices and location of the office that will provide the services described in this RFP.
- 4.1.6 Is your firm a resident of Nevada or a resident of another state? If so, please list the state of residence. Does your resident state apply a preference, which is not afforded to bidders or vendors who are residents in the state of Nevada? This information may be utilized in determining whether an inverse preference applies pursuant to NRS §333.336.
- 4.1.7 Number of employees both locally and nationally.
- 4.1.8 Location(s) from which employees will be assigned.
- 4.1.9 Name, address, email address, fax number and toll free telephone number of the vendor's single point of contact for a contract resulting from this RFP.
- 4.1.10 Company background/history and why vendor is qualified to provide the services described in this RFP.
- 4.1.11 Length of time vendor has been providing services described in this RFP to the **public and/or private sector**. Please provide a brief description.
- 4.1.12 Has the vendor ever been engaged under contract by any State of Nevada agency?  
 Yes  No If "Yes," specify when, for what duties, and for which agency.
- 4.1.11 Is the vendor or any of the vendor's employees employed by the State of Nevada, any of its political subdivisions or by any other government?  
 Yes  No If "Yes," is that employee planning to render services while on annual leave, compensatory time, sick leave, or on his own time?
- 4.1.12 Resumes for key staff to be responsible for performance of any contract resulting from this RFP.
- 4.1.13 **Financial information and documentation to be included in Part III of your response in accordance with the Submittal Instructions.**
- 4.1.13.1 Dun and Bradstreet number
- 4.1.13.2 Federal Tax Identification Number
- 4.1.13.3 Please provide a current annual report and/or the last four quarterly audited financial reports, along with a statement of financial condition. Please state if the Vendor has operated under a different name in the past three (3) years. Please indicate if the company is for sale or is considering an acquisition or merger in the next six (6) months.
- 4.1.13.4 The last two - (2) years and current year interim:
- 4.1.13.4.1 Profit and Loss Statement
- 4.1.13.4.2 Balance Statement

## 4.2 REFERENCES

Vendors should provide a minimum of three (3) references from similar projects performed for private, state and/or large local government clients within the last three years. **Vendors are required to submit Attachment D, Reference Form to the business references they list. The business references must submit the Reference Form directly to the Purchasing Division.** It is the vendor's responsibility to ensure that completed forms are received by the Purchasing Division on or before the proposal submission deadline for inclusion in the evaluation process. Business References not received, or not complete, may adversely affect the vendor's score in the evaluation process. The Purchasing Division may contact any or all business references for validation of information submitted.

- 4.2.1 Client name;
- 4.2.2 Project description;
- 4.2.3 Project dates (starting and ending);
- 4.2.4 Technical environment; (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware)
- 4.2.5 Staff assigned to reference engagement that will be designated for work per this RFP;
- 4.2.6 Client project manager name, telephone number, fax number and e-mail address.

## 4.3 SUBCONTRACTOR INFORMATION

- 4.3.1 Does this proposal include the use of subcontractors?

Yes \_\_\_\_\_ No \_\_\_\_\_ Unknown \_\_\_\_\_

If "Yes", vendor must:

- 4.3.1.1 Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor will perform services.
- 4.3.1.2 Provide the same information for any proposed subcontractors as requested in the Primary Vendor Information section.
- 4.3.1.3 References as specified above must be provided for any proposed subcontractors.
- 4.3.1.4 The State may require that the awarded vendor provide proof of payment to any subcontractors used for this project. Proposals should include a plan by which, at the State's request, the State will be notified of such payments.
- 4.3.1.5 Primary vendor shall not allow any subcontractor to commence work until all insurance required of the subcontractor is provided to the using agency.



4.3.1.6 Primary vendor must notify the using agency of the intended use of any subcontractors not identified within their response and receive agency approval prior to subcontractor commencing work.

5. **COST /COMMISSION** (These items must be included in part II Cost/Commissions Proposal)

5.1 **COST/COMMISSION PROPOSAL SUBMITTAL**

- 5.1.1 All Cost/Commission Proposals shall be submitted to the State as a separate, sealed package and clearly marked: "Cost/Commission Proposal in Response to RFP No. 1628, please refer to the submittal Instructions for further instruction.
- 5.2 The vendor shall pay commissions calculated on all Gross Revenues generated by and through the inmate telephone system including collect, debit and pre-paid inmate calls placed from the inmate telephone equipment located at the facilities.
- 5.3 Gross Revenue includes, but is not limited to, all Local, Intralata/Intrastate, Interlata/Intrastate, Interlata/Interstate and International revenues and any and all additional charges and fees generated by completion of all collect, debit and pre-paid calls from vendor's inmate telephones
- 5.4 The vendor shall pay commission on the Gross Revenues before any deductions are made for un-billable calls, bad debt, uncollectible calls, fraudulent calls, LEC adjustments or any other vendor expenses. Calls to telephone numbers that appear on the free call list supplied by the State shall not generate revenue for the vendor and shall not be commissionable to the State. Only those numbers designated by the State on the free call list shall be marked as "Free" in the inmate telephone system. All calls marked as free and not on the list supplied by the State will be commissionable at the then prevailing calling rates.
- 5.5 Any additional fees to be added to the called party's bill must be approved by the State and will be considered Gross Revenue. Said additional fees should be commissioned at the proposed commission rate and shall follow the section on Commission Payment and Reporting.
- 5.6 Pre-paid calls include, but are not limited to, those calls completed by using a pre-paid card as well as all calls which have been pre-paid by any person or entity and by any method of payment.
- 5.7 A pre-paid call is deemed to be complete and commission due when a connection is made between the inmate and the called party, whether such connection be established by positive acceptance or by live or automated (i.e. answering machine) pick up.
- 5.8 A collect call is deemed to be complete and commission due when the called party accepts the call regardless if the vendor can bill or collect the revenue on the collect call.

- 5.9 A debit call is deemed to be complete and commission due when a connection is made between the inmate and the called party even if such connection is established by automated machine pick up.
- 5.10 Additionally, the State shall not be liable for any of vendor's costs including, but not limited to, taxes, shipping charges, network charges, insurance, interest, penalties, termination payments, attorney fees or liquidated damages.
- 5.11 The State may require a pre-payment of the monthly commission amount. Vendors may submit alternate cost/commission proposals to reflect this pre-payment requirement
- 5.12 The vendor shall propose a commission offer utilizing the services of a Site Administrator and a commission offer without the services of a Site Administrator.
- 5.13 Rate Requirements
- 5.13.1 The Vendor shall provide rates that mirror or are lower than the dominant carrier rates.
- 5.13.2 The vendor shall provide rates that mirror or are lower than the dominant carrier rates.
- 5.13.3 The vendor shall submit a request in writing to receive approval from the State for any rate increases and/or decreases for inmate telephone calls before new rates are implemented. The State will respond in writing to the vendor's request.
- 5.13.4 Should the vendor decrease the calling rates without the express written approval of the State, the vendor shall be responsible for paying commissions on the Gross Revenue as determined by applying the calling rates prior to the unapproved change.
- 5.13.5 Should the vendor increase the calling rates without the express written approval of the State, the vendor must issue credits to all customers that are overcharged. No commission refund shall be due from the State to the vendor for unapproved rate increases.
- 5.13.6 The vendor shall implement any rate adjustments requested by the State within five (5) days of said request, subject to regulatory approval.
- 5.13.7 The vendor shall detail any and all additional charges and fees (including those which may be charged to called party's local phone bill) that will be assessed for all collect, debit and pre-paid inmate telephone calls. Additional charges and fees must be specifically designated within the vendor's rate proposal submitted on Attachment J.
- 5.14 Commission Payment And Reporting
- 5.14.1 The vendor shall provide commission payments and traffic detail reports to the State no later than the twenty-fifth (25th) day of the month following the month of traffic.

The State prefers commission payments be sent via wire transfer; traffic detail reports must be sent via electronic format.

5.14.2 Traffic detail reports shall include a detailed breakdown of the traffic for all collect, debit and pre-paid calls for each inmate telephone or inmate telephone station. Traffic detail shall include, at a minimum, each of the following items for each inmate telephone station broken down by collect, debit and pre-paid call types:

- Facility Name;
- Facility Identification Number;
- Facility Street Address, City, State, and Zip Code;
- Automatic Number Identifier, or inmate telephone and/or inmate telephone station port number;
- Total Gross Local Revenue and Commission per inmate telephone or inmate telephone station;
- Total Gross Intralata/Intrastate Revenue and Commission per inmate telephone or inmate telephone station;
- Total Gross Interlata/Intrastate Revenue and Commission per inmate telephone or inmate telephone station;
- Total Gross Interlata/Interstate Revenue and Commission per inmate telephone or inmate telephone station;
- Total Gross International Revenue per inmate telephone or inmate telephone station;
- Commission Rate;
- Total Commission Amount (including, but not limited to, Local, Intralata/Intrastate, Interlata/Intrastate, and Interlata/Interstate);
- Period Dates;
- Total Minutes of use per inmate telephone or inmate telephone station for each call type;
- Total Number of Calls per inmate telephone or inmate telephone station for each call type;
- Total Debit Usage for each call type; and
- Total Pre-paid Usage for each call type. Please provide a sample of how the vendor will meet this requirement.

## 5.15 Performance and Payment

5.15.1 Commission discrepancies must be resolved by the vendor within thirty (30) days of receipt of notification of a discrepancy by the State or such discrepancy is subject to late charges, as described below and/or termination of the contract at the sole discretion of the State, and/or any other legal course of action the State elects to pursue.

5.15.2 Commission payments and/or traffic detail reports received by the State after the due date are subject to late charges. The due date for all payments and reporting is the twenty-fifth (25th) day of the month following the month of traffic. Late charges for commission payments shall be equal to five percent (5 %) per month of the

commission due. Late charges for traffic detail reporting shall be a fee of \$750.00 per month for each report not received by the twenty-fifth (25th) day of the month following the traffic month.

5.16 Audit

5.16.1 The State will have the right from the Commencement Date of the Agreement and for a period of three (3) years after the termination date of the Agreement, upon ten (10) days written notice, to fully audit or examine any and all vendor information pertaining to the Agreement. The State will also have the right to have another independent agency of the State's exclusive choice, perform any or all audits and examinations pertaining to this Agreement.

5.16.2 Vendor shall maintain accurate, complete and auditable records fully reflecting the Gross Revenues from which commissions can be determined, including all call detail, EMI billing records, pre-paid card sales, and commissioning reports during the term of the Agreement and for no less than two (2) years after the term of the Agreement covered thereby in accordance with generally accepted accounting principles.

5.16.3 Failure by the vendor to comply with this full audit rights provision will be considered breach of the Agreement, and could result in termination of the Agreement at the State's sole discretion.

**6. SUBMITTAL INSTRUCTIONS**

6.1 In lieu of a pre-proposal conference, the Purchasing Division will accept questions and/or comments in writing, received by e-mail regarding this RFP as follows:

Questions must reference the identifying RFP number and be addressed to the State of Nevada, Purchasing Division, Attn: Gail Burchett, Purchasing Officer, e-mailed to [svrpurch@purchasing.state.nv.us](mailto:svrpurch@purchasing.state.nv.us) The deadline for submitting questions is September 21, 2007 at 5:00p.m., Pacific Time. All questions and/or comments will be addressed in writing and responses e-mailed or faxed to prospective vendors on or about October 1, 2007. Please provide company name, address, phone number, e-mail address, fax number, and contact person when submitting questions.

6.2 RFP Timeline

<b><i>TASK</i></b>	<b><i>DATE/TIME</i></b>
Submittal of Background Check paperwork (Attachment I) pm (Note: Vendors that do not have approved background checks will <b>NOT</b> be allowed inside the Correctional Facilities.	September 4, 2007 @ 5:00
Site Visit Evaluations See schedule (Attachment I)	September 6-14, 2007
Deadline for submitting questions	September 21, 2007 @ 5:00 pm

Answers to all questions submitted available on or about October 1, 2007

References Due October 12, 2007 @ 5:00 pm

**Deadline for submission and opening of proposals** **October 15, 2007 @ 2:00 pm**

Evaluation period October 15 – November 15, 2007

Selection of vendor (letter of intent) on or about November 16, 2007

***NOTE: These dates represent a tentative schedule of events. The State reserves the right to modify these dates at any time, with appropriate notice to prospective vendors.***

6.3 Proposal submission requirements:

6.3.1 Vendors shall submit their response in three (3) parts as designated below:

**Part I: Technical Proposal**

One (1) original marked “MASTER”

Eight (8) identical copies

One (1) identical copy on CD (**Note:** CD must be labeled accordingly and in a case.)

THE TECHNICAL PROPOSAL MUST INCLUDE A SEPARATE TAB/SECTION LABELED “**STATE DOCUMENTS**” WHICH SHALL INCLUDE:

- Page 1 of RFP
- All Amendments to the RFP
- All Attachments requiring signature
- Certificate of Insurance

Technical Proposal must not include cost or confidential information.

Technical Proposal shall be submitted to the State in a sealed package and be clearly marked:

**“Technical Proposal in Response to RFP No. 1628”**

**Part II: Cost Proposal:**

One (1) original marked “MASTER”

Eight (8) identical copies

One (1) identical copy on CD (**Note:** CD must be labeled accordingly and in a case.)

Cost Proposal shall be submitted to the State in a sealed package and be clearly marked:

**“Cost Proposal in Response to RFP No. 1628”**

**Part III: Confidential Information:**

One (1) original marked “MASTER”

One (1) identical copy

Confidential Information shall be submitted to the State in a sealed package and be clearly marked:

**“Confidential Information in Response to RFP No. 1628”**

If the separately sealed proposal, marked as required above, are enclosed in another container for mailing purposes, the outermost container must fully describe the contents of the package and be clearly marked:

REQUEST FOR PROPOSAL NO.: 1628

**PROPOSAL OPENING DATE: October 15, 2007 @ 2:00 pm**

FOR: Inmate Telephone Services

6.3.2 **Proposal must be received at the address referenced below no later than 2:00 pm, Pacific Time, October 15, 2007.** Proposals that do not arrive by proposal opening time and date WILL NOT BE ACCEPTED. Vendors may submit their proposal any time prior to the above stated deadline.

6.3.3 **Proposal shall be submitted to:**

Attn: Gail Burchett  
State of Nevada, Purchasing Division  
515 E. Musser Street, Suite 300  
Carson City, NV 89701

6.4 The State will not be held responsible for proposal envelopes mishandled as a result of the envelope not being properly prepared. Facsimile, e-mail or telephone proposals will **NOT** be considered; however, at the State’s discretion, the proposal may be submitted all or in part on electronic media, as requested within the RFP document. Proposal may be modified by facsimile, e-mail or written notice provided such notice is received prior to the opening of the proposals.

6.5 Although it is a public opening, only the names of the vendors submitting proposals will be announced NRS §333.335(6). Technical and cost details about proposals submitted will not be disclosed. Assistance for handicapped, blind or hearing-impaired persons who wish to attend the RFP opening is available. If special arrangements are necessary, please notify the Purchasing Division designee as soon as possible and at least two days in advance of the opening.

6.6 If discrepancies are found between two or more copies of the proposal, the master copy will provide the basis for resolving such discrepancies. If one copy of the proposal is not clearly marked “MASTER,” the State may reject the proposal. However, the State may at its sole option, select one copy to be used as the master.

6.7 For ease of evaluation, the proposal should be presented in a format that corresponds to and references sections outlined within this RFP and should be presented in the same order. Responses to each section and subsection should be labeled so as to indicate which item is being addressed. Exceptions to this will be considered during the evaluation process.

- 6.8 If complete responses cannot be provided without referencing confidential information, such confidential information must be provided in accordance with submittal instructions and specific references made to the tab, page, section and/or paragraph where the confidential information can be located.
- 6.9 Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
- 6.10 Descriptions on how any and all equipment and/or services will be used to meet the requirements of this RFP shall be given, in detail, along with any additional information documents that are appropriately marked. In addition, the vendor may include any other information that is believed to be relevant but not specifically asked for in this RFP. It is expected that the vendor will detail any innovation, alternatives, suggestions or more cost effective approaches available that may assist the State.
- 6.11 The proposal must be signed by the individual(s) legally authorized to bind the vendor, see NRS §333.337.
- 6.12 For ease of responding to the RFP, vendors are encouraged, but not required, to request an electronic copy of the RFP. Electronic copies are available in the following formats: Word 2003 via e-mail, diskette, or on the State Purchasing Division's website in PDF or EXE format at <http://purchasing.state.nv.us>. When requesting an RFP via e-mail or diskette, vendors should contact the Purchasing Division for assistance. In the event vendors choose to receive the RFP on CD, the vendor will be responsible for providing a blank CD; unless vendors provide a Federal Express, Airborne Express, etc. account number and appropriate return materials, the diskette will be returned by first class U.S. mail.
- 6.13 Vendors utilizing an electronic copy of the RFP in order to prepare their proposal should place their written response in *an easily distinguishable font* immediately following the applicable question.
- 6.14 ***For purposes of addressing questions concerning this RFP, the sole contact will be the Purchasing Division. Upon issuance of this RFP, other employees and representatives of the agencies identified in the RFP will not answer questions or otherwise discuss the contents of this RFP with any prospective vendors or their representatives. Failure to observe this restriction may result in disqualification of any subsequent proposal NAC §333.155(3).*** This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.
- 6.15 Vendor who believes proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the Purchasing Division. To be considered, a request for review must be **received** no later than the deadline for submission of questions.

The Purchasing Division shall promptly respond in writing to each written review request, and where appropriate, issue all revisions, substitutions or clarifications through a written amendment to the RFP.

Administrative review of technical or contractual requirements shall include the reason for the request, supported by factual information, and any proposed changes to the requirements.

- 6.16 If a vendor changes any material RFP language, vendor's response may be deemed non-responsive. NRS §333.311.
- 6.17 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, which do not contain the requisite licensure, may be deemed non-responsive. However, this does not negate any applicable Nevada Revised Statute (NRS) requirements.

## **7. PROPOSAL EVALUATION AND AWARD PROCESS**

- 7.1 Proposals shall be consistently evaluated and scored in accordance with NRS §333.335(3) based upon the following criteria listed in descending order of precedence:
- Demonstrated competence;
  - Experience in performance of comparable engagements;
  - Conformance with the terms of this RFP;
  - Expertise and availability of key personnel; and
  - Reasonableness of cost/commission.

Note: Financial stability will be scored on a pass/fail basis.

**Proposals shall be kept confidential until a contract is awarded.**

- 7.2 The evaluation committee may also contact the references provided in response to the Section identified as Company Background and References; contact any vendor to clarify any response; contact any current users of a vendor's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The evaluation committee shall not be obligated to accept the lowest priced cost/commission proposal, but shall make an award in the best interests of the State of Nevada NRS § 333.335(5)
- 7.3 Each vendor must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigations pending which involves the vendor or in which the vendor has been judged guilty or liable. Failure to comply with the terms of this provision may disqualify any proposal. The State reserves the right to reject any proposal based upon the vendor's prior history with the State or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures. See generally, NRS §333.335.



- 7.4 Clarification discussions may, at the State's sole option, be conducted with vendors who submit proposals determined to be acceptable and competitive NAC §333.165. Vendors shall be accorded fair and equal treatment with respect to any opportunity for discussion and/or written revisions of proposals. Such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing vendors.
- 7.5 A Notification of Intent to Award shall be issued in accordance with NAC §333.170. Any award is contingent upon the successful negotiation of final contract terms and upon approval of the Board of Examiners, when required. Negotiations shall be confidential and not subject to disclosure to competing vendors unless and until an agreement is reached. If contract negotiations cannot be concluded successfully, the State upon written notice to all vendors may negotiate a contract with the next highest scoring vendor or withdraw the RFP.
- 7.6 Any contract resulting from this RFP shall not be effective unless and until approved by the Nevada State Board of Examiners (NRS 284.173).

## **8. TERMS, CONDITIONS AND EXCEPTIONS**

- 8.1 Performance of vendors will be rated semi-annually following contract award and then annually for the term of the contract by the using State agency in six categories: customer service; timeliness; quality; technology; flexibility; and cost/commissions. Vendors will be notified in writing of their rating.
- 8.2 In accordance with Nevada Revised Statute 333.336, if a vendor submitting a proposal in response to this solicitation is a resident of another state, and with respect to contracts awarded by that state, applies to vendors who are residents of that state a preference, which is not afforded to vendors or contractors who are residents of the State of Nevada, the State of Nevada, Purchasing Division shall, insofar as is practicable, increase the out of state vendor's proposal by an amount that is substantially equivalent to the preference that the other state of which the vendor is a resident denies to vendors or contractors who are residents of the State of Nevada.
- 8.3 The successful vendor must furnish a performance bond as described in the Independent Contract's contract (Attachment C) issued by a Surety Company authorized to do business in the State of Nevada; payable to the State within ten (10) calendar days after the award of the Contract and prior to any installation work or equipment delivery. The Bond must be made payable to the State in the amount of \$750,000.00 and will be retained during the full period of the Contract and/or renewal terms. No personal or company checks are acceptable. Contract number 1628 and dates of performance must be specified in the performance bond. In the event that the State exercises its option to extend the Contract for an additional period, the vendor shall be required to maintain the validity and enforcement of the Bond for the said period, pursuant to the contract and any subsequent amendments.

- 8.4 This procurement is being conducted in accordance with NRS chapter 333 and NAC chapter 333. Each vendor must provide a complete response for each section or numbered condition of the RFP. If a vendor is in full compliance with the section or numbered condition, the appropriate response should state “Read, agree, and will comply.” Otherwise, the vendor’s response would state “Read and do not comply.” Any exceptions to this RFP, where vendor’s response is “Read and do no comply” must be specified in Attachment B of this RFP.
- 8.5 The State reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the State to do so.
- 8.6 The State reserves the right to waive informalities and minor irregularities in proposals received.
- 8.7 The State reserves the right to reject any or all proposals received prior to contract award (NRS §333.350).
- 8.8 The State shall not be obligated to accept the best cost/commission proposal, lowest priced proposal, but will make an award in the best interests of the State of Nevada after all factors have been evaluated (NRS §333.335).
- 8.9 Any irregularities or lack of clarity in the RFP should be brought to the Purchasing Division designee’s attention as soon as possible so that corrective addenda may be furnished to prospective vendors.
- 8.10 Proposals must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements, and lease purchase agreements. and the vendor’s standard contract language. The omission of these documents renders a proposal non-responsive.
- 8.11 Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.
- 8.12 Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.
- 8.13 Proposals from employees of the State of Nevada will be considered in as much as they do not conflict with the State Administrative Manual, NRS Chapter §281 and NRS Chapter §284.
- 8.14 Proposals may be withdrawn by written or facsimile notice received prior to the proposal opening time. Withdrawals received after the proposal opening time will not be considered except as authorized by NRS §333.350(3).
- 8.15 The cost/commission proposal and price and amount of this proposal must have been arrived at independently and without consultation, communication, agreement or

disclosure with or to any other contractor, vendor or prospective vendor. Collaboration among competing vendors about potential proposals submitted pursuant to this RFP is prohibited and may disqualify the vendor.

- 8.16 No attempt may be made at any time to induce any firm or person to refrain from submitting a proposal or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.
- 8.17 Commissions offered by vendors in their proposals are an irrevocable offer for the term of the contract and any contract extensions. The awarded vendor agrees to provide the services as set forth in their proposal in response to this RFP.
- 8.18 The State is not liable for any costs incurred by vendors prior to entering into a formal contract. Costs of developing the proposal or any other such expenses incurred by the vendor in responding to the RFP, are entirely the responsibility of the vendor, and shall not be reimbursed in any manner by the State.
- 8.19 All proposals submitted become the property of the State, selection or rejection does not affect this right; proposals will be returned only at the State's option and at the vendor's request and expense. The master technical proposal, the master cost/commission proposal and Confidential Information of each response shall be retained for official files. Only the master technical and master cost/commission offer will become public record after the award of a contract. The failure to separately package and clearly mark Part III – which contains Confidential Information, Trade Secrets and/or Proprietary Information, shall constitute a complete waiver of any and all claims for damages caused by release of the information by the State.
- 8.20 A proposal submitted in response to this RFP must identify any subcontractors, and outline the contractual relationship between the awarded vendor and each subcontractor. An official of each proposed subcontractor must sign, and include as part of the proposal submitted in response to this RFP, a statement to the effect that the subcontractor has read and will agree to abide by the awarded vendor's obligations.
- 8.21 The awarded vendor will be the sole point of contract responsibility. The State will look solely to the awarded vendor for the performance of all contractual obligations which may result from an award based on this RFP, and the awarded vendor shall not be relieved for the non-performance of any or all subcontractors.
- 8.22 The awarded vendor must maintain, for the duration of its contract, insurance coverages as set forth in the Insurance Schedule of the contract form appended to this RFP. Work on the contract shall not begin until after the awarded vendor has submitted acceptable evidence of the required insurance coverages. Failure to maintain any required insurance coverage or acceptable alternative method of insurance will be deemed a breach of contract.

Notwithstanding any other requirement of this section, the State reserves the right to consider reasonable alternative methods of insuring the contract in lieu of the insurance policies required by the below-stated Insurance Schedule. It will be the awarded

vendor's responsibility to recommend to the State alternative methods of insuring the contract. Any alternatives proposed by a vendor should be accompanied by a detailed explanation regarding the vendor's inability to obtain insurance coverage as described below. The State shall be the sole and final judge as to the adequacy of any substitute form of insurance coverage.

- 8.23 Each vendor must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. By submitting a proposal in response to this RFP, vendors affirm that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of a vendor's proposal. An award will not be made where a conflict of interest exists. The State will determine whether a conflict of interest exists and whether it may reflect negatively on the State's selection of a vendor. The State reserves the right to disqualify any vendor on the grounds of actual or apparent conflict of interest.
- 8.24 The State will not be liable for Federal, State, or Local excise taxes NRS §372.325.
- 8.25 Attachment C of this RFP shall constitute an agreement to all terms and conditions specified in the RFP, including, without limitation, the Attachment C contract form and all terms and conditions therein., except such terms and conditions that the vendor expressly excludes. Any exceptions will be taken into consideration as part of the evaluation process.
- 8.26 The State reserves the right to negotiate final contract terms with any vendor selected NAC §333.170. The contract between the parties will consist of the RFP together with any modifications thereto, and the awarded vendor's proposal, together with any modifications and clarifications thereto that are submitted at the request of the State during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFP, any modifications and clarifications to the awarded vendor's proposal, and the awarded vendor's proposal. Specific exceptions to this general rule may be noted in the final executed contract.
- 8.27 Vendor understands and acknowledges that the representations above are material and important, and will be relied on by the State in evaluation of the proposal. Any vendor misrepresentation shall be treated as fraudulent concealment from the State of the true facts relating to the proposal.
- 8.28 No announcement concerning the award of a contract as a result of this RFP can be made without the prior written approval of the State.
- 8.29 The Nevada Attorney General will not render any type of legal opinion regarding this transaction.

- 8.30 Any unsuccessful vendor may file an appeal in strict compliance with NRS 333.370 and chapter 333 of the Nevada Administrative Code.
- 8.31 Local governments (as defined in NRS §332.015) are intended third party beneficiaries of any contract resulting from this RFP and any local government may join or use any contract resulting from this RFP subject to all terms and conditions thereof pursuant to NRS §332.195. The State is not liable for the obligations of any local government which joins or uses any contract resulting from this RFP.
- 8.32 Any person who requests or receives a Federal contract, grant, loan or cooperative agreement shall file with the using agency a certification that the person making the declaration has not made, and will not make, any payment prohibited by subsection (a) of 31 U.S.C. §1352.
- 8.33 In the event that the vendor shall fail to perform, keep and observe any of the terms covenants and conditions of the Contract, the State shall give the vendor written notice of such default and in the event said default is not remedied to the satisfaction and the approval of the State within thirty (30) calendar days of receipt of such notice by the vendor, the State, in its sole discretion, may terminate this Contract.

**9. SUBMISSION CHECKLIST**

This checklist is provided for vendor’s convenience only and identifies documents that must be submitted with each package in order to be considered responsive. Any proposals received without these requisite documents may be deemed non-responsive and not considered for contract award.

**Part I: Completed**

- 1. Required number of Technical proposals (per Submittal Instructions) \_\_\_\_\_
- 2. **Required Forms to be submitted with technical proposal under section/tab labeled “State Documents”;** \_\_\_\_\_
  - a. Page 1 of the RFP completed \_\_\_\_\_
  - b. All Amendments completed and signed \_\_\_\_\_
  - c. Primary Vendor Attachments A & B signed \_\_\_\_\_
  - d. Subcontractor Attachment A & B signed (if applicable) \_\_\_\_\_
  - e. Primary Vendor Information provided \_\_\_\_\_
  - f. Subcontractor Information provided (if applicable) \_\_\_\_\_
  - g. Certificate of Insurance \_\_\_\_\_
  - h. (other) \_\_\_\_\_

**Part II:**

- 1. Required number of Cost proposals (per Submittal Instructions) \_\_\_\_\_
- 2. (other) \_\_\_\_\_

**Part III:**

- 1. Required number of Confidential Information (per Submittal Instructions and defined in Acronyms/Definitions) \_\_\_\_\_
- 2. Financial Information \_\_\_\_\_

**REMINDERS:**

- 1. Send out Reference forms for Primary Vendor (with Part A completed) \_\_\_\_\_
- 2. Send out Reference forms for Subcontractors (with Part A completed) (if applicable) \_\_\_\_\_

**Attachment A**  
**CONFIDENTIALITY OF PROPOSALS AND**  
**CERTIFICATION OF INDEMNIFICATION**  
**PRIMARY VENDOR**

Submitted proposals, which are marked “confidential” in their entirety, or those in which a significant portion of the submitted proposal is marked “confidential” **will not** be accepted by the State of Nevada. Pursuant to NRS §333.333, only specific parts of the proposal may be labeled a “trade secret” as defined in NRS §600A.030(5). All proposals are confidential until the contract is awarded; at which time, both successful and unsuccessful vendors’ technical and cost/commission offer become public information. In accordance with the Submittal Instructions of this document, vendors are requested to submit confidential information in a separate envelope or binder marked “confidential.”

The State will not be responsible for any information contained within the proposal should vendors not comply with the labeling and packing requirements, proposals will be released as submitted. In the event a governing board acts as the final authority, there may be public discussion regarding the submitted proposals that will be in an open meeting format, the proposals will remain confidential.

By signing below, I understand it is my responsibility as the vendor to act in protection of the labeled information and agree to defend and indemnify the State of Nevada for honoring such designation. I duly realize failure to so act will constitute a complete waiver and all submitted information will become public information; additionally, failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

This proposal contains either Confidential Information, Trade Secrets and/or Proprietary information as defined in Section 2 “ACRONYMS/DEFINITIONS.”

YES \_\_\_\_\_

NO \_\_\_\_\_

SIGNATURE \_\_\_\_\_  
Primary Vendor

\_\_\_\_\_  
Date

PRINT NAME \_\_\_\_\_  
Primary Vendor

**This document must be submitted in the “State Documents” section/tab of vendors’ technical proposal**

**Attachment A**  
**CONFIDENTIALITY OF PROPOSALS AND**  
**CERTIFICATION OF INDEMNIFICATION**  
**SUBCONTRACTOR**

Submitted proposals, which are marked “confidential” in their entirety, or those in which a significant portion of the submitted proposal is marked “confidential” **will not** be accepted by the State of Nevada. Pursuant to NRS §333.333, only specific parts of the proposal may be labeled a “trade secret” as defined in NRS §600A.030(5). All proposals are confidential until the contract is awarded; at which time, both successful and unsuccessful vendors’ technical and cost/commission offers become public information. In accordance with the Submittal Instructions of this document, vendors are requested to submit confidential information in a separate envelope or binder marked “confidential.”

The State will not be responsible for any information contained within the proposal should vendors not comply with the labeling and packaging submission requirements, proposal will be released as submitted. In the event a governing board acts as the final authority, there may be public discussion regarding the submitted proposal that will be in an open meeting format, the proposals will remain confidential.

By signing below, I understand it is my responsibility as the vendor to act in protection of the labeled information and agree to defend and indemnify the State of Nevada for honoring such designation. I duly realize failure to so act will constitute a complete waiver and all submitted information will become public information; additionally, failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

This proposal contains either Confidential Information, Trade Secrets and/or Proprietary information as defined in Section 2 “ACRONYMS/DEFINITIONS.”

YES \_\_\_\_\_

NO \_\_\_\_\_

SIGNATURE \_\_\_\_\_  
Subcontractor

\_\_\_\_\_  
Date

PRINT NAME \_\_\_\_\_  
Subcontractor

**This document must be submitted in the “State Documents” section/tab of vendors’ technical proposal**



**Attachment B**  
**CERTIFICATION OF COMPLIANCE WITH**  
**TERMS AND CONDITIONS OF RFP**  
**PRIMARY VENDOR**

I have read, understand and agree to comply with the terms and conditions specified in this Request for Proposal.

Checking “YES” indicates acceptance of all terms and conditions, while checking “NO” denotes non-acceptance and vendor’s exceptions should be detailed below. In order for any exceptions to be considered they **MUST** be documented.

YES \_\_\_\_\_ I agree.      NO \_\_\_\_\_ Exceptions below:

SIGNATURE \_\_\_\_\_  
Primary Vendor

\_\_\_\_\_  
Date

PRINT NAME \_\_\_\_\_  
Primary Vendor

**EXCEPTION SUMMARY FORM**

RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (PROVIDE A DETAILED EXPLANATION)

Attach additional sheets if necessary. Please use this format.

**This document must be submitted in the “State Documents” section/tab of vendors’ technical proposal**



## **Attachment C**

### **CONTRACT FORM**

The following State Contract Form is provided as a courtesy to vendors interested in responding to this RFP. Please review the terms and conditions in this form, as this is the standard contract used by the State for all services of independent contractors. It is not necessary for vendors to complete the Contract Form with their proposal responses.

**All vendors are required to submit a Certificate of Insurance in the “State Documents tab/section of their technical proposal identifying the coverages and minimum limits currently in effect.**

**Please pay particular attention to the insurance requirements, as specified in paragraph 16 of the attached contract.**

As with all other requirements of this RFP, vendors may take exception to any of the terms in the Contract Form, including the required insurance limits. Exceptions will be considered during the evaluation process.

Unless specified as above, the insurance minimum limits will be negotiated at the time the State issues a Letter of Intent to Award.

## CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

### A Contract Between the State of Nevada Acting By and Through Its

(NAME, ADDRESS, PHONE AND FACSIMILE NUMBER OF CONTRACTING AGENCY)

and

(NAME, CONTACT PERSON, ADDRESS, PHONE, FACSIMILE NUMBER OF INDEPENDENT CONTRACTOR)

WHEREAS, NRS 284.173 authorizes elective officers, heads of departments, boards, commissions or institutions to engage, subject to the approval of the Board of Examiners, services of persons as independent contractors; and

WHEREAS, it is deemed that the service of Contractor are both necessary and in the best interests of the State of Nevada;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by the Nevada State Board of Examiners.

2. **DEFINITIONS.** "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS §41.0307. "Independent Contractor" means a person or entity that performs services and/or provides goods for the State under the terms and conditions set forth in this Contract. "Fiscal Year" is defined as the period beginning July 1 and ending June 30 of the following year.

3. **CONTRACT TERM.** This Contract shall be effective from \_\_\_\_\_ subject to Board of Examiners' approval (anticipated to be \_\_\_\_\_) to \_\_\_\_\_, unless sooner terminated by either party as specified in paragraph (10).

4. **NOTICE.** Unless otherwise specified, termination shall not be effective until 30 calendar days after a party has served written notice of default, or without cause upon the other party. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified above.

5. **INCORPORATED DOCUMENTS.** The parties agree that the scope of work shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence; a Contractor's Attachment shall not contradict or supersede any State specifications, terms or conditions without written evidence of mutual assent to such change appearing in this Contract:

ATTACHMENT AA: STATE SOLICITATION (RFP # 1628) and ATTACHMENTS #1, ETC.;

SCOPE OF WORK

ATTACHMENT BB: CONTRACTOR'S RESPONSE

6. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in paragraph (5) at a cost of \$ \_\_\_\_\_ per \_\_\_\_\_ (state the exact cost or hourly, daily, or weekly rate exclusive of travel or per diem expenses) with the total Contract or installments payable: \_\_\_\_\_, not to exceed \$ \_\_\_\_\_. The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

7. **ASSENT.** The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.

8. **TIMELINESS OF BILLING SUBMISSION.** The parties agree that timeliness of billing is of the essence to the contract and recognize that the State is on a fiscal year. All billings for dates of service prior to July 1 must be submitted to the State no later than the first Friday in August of the same year. A billing submitted after the first Friday in August, which forces the State to process the billing as a stale claim pursuant to NRS 353.097, will subject the Contractor to an administrative fee not to exceed \$100.00. The parties hereby agree this is a reasonable estimate of the additional costs to the State of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to the Contractor.

9. INSPECTION & AUDIT.

- a. Books and Records. Contractor agrees to keep and maintain under general accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.
- b. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the State Auditor, the relevant state agency or its contracted examiners, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this paragraph.
- c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three years and for five years if any federal funds are used in the Contract. The retention period runs from the date of payment for the relevant goods or services by the State, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. CONTRACT TERMINATION.

- a. Termination Without Cause. Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated after 30 days upon written notice by mutual consent of both parties or unilaterally by either party without cause.
- b. State Termination for Nonappropriation. The continuation of this Contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The State may terminate this Contract, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.
- c. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Contract may be terminated by either party upon 30 days written notice of default or breach to the other party as follows:
  - i. If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
  - ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
  - iii. If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
  - iv. If the State materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or
  - v. If it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the State of Nevada with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or
  - vi. If it is found by the State that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.
- d. Time to Correct. Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in paragraph (4), and the subsequent failure of the defaulting party within 15 calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.
- e. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this paragraph survive termination:
  - i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
  - ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Contracting Agency;
  - iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the Contracting Agency;
  - iv. Contractor shall preserve, protect and promptly deliver into State possession all proprietary information in accordance with paragraph (21).

11. REMEDIES. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation \$125 per hour for State-employed attorneys. The State may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190.

12. LIMITED LIABILITY. The State will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the breach. Damages for any Contractor breach shall not exceed 150% of the contract maximum "not to exceed" value. Contractor's tort liability shall not be limited.

13. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

14. INDEMNIFICATION. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents.

15. INDEPENDENT CONTRACTOR. Contractor is associated with the State only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the State whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party. Contractor shall be solely responsible for, and the State shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of the State; (4) participation or contributions by either Contractor or the State to the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the State. Contractor shall indemnify and hold State harmless from, and defend State against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither Contractor nor its employees, agents, or representatives shall be considered employees, agents, or representatives of the State. The State and Contractor shall evaluate the nature of services and term negotiated in order to determine "independent contractor" status and shall monitor the work relationship throughout the term of the Contract to ensure that the independent contractor relationship remains as such. To assist in determining the appropriate status (employee or independent contractor), Contractor represents as follows:

*This space blank intentionally*

**Contractor's Initials**

**YES                      NO**

- |  |       |       |
|--|-------|-------|
| 1. Does the Contracting Agency have the right to require control of when, where and how the independent contractor is to work?   | _____ | _____ |
| 2. Will the Contracting Agency be providing training to the independent contractor?  | _____ | _____ |
| 3. Will the Contracting Agency be furnishing the independent contractor with worker's space, equipment, tools, supplies or travel expenses?                            | _____ | _____ |
| 4. Are any of the workers who assist the independent contractor in performance of his/her duties employees of the State of Nevada?                                     | _____ | _____ |
| 5. Does the arrangement with the independent contractor contemplate continuing or recurring work (even if the services are seasonal, part-time, or of short duration)? | _____ | _____ |
| 6. Will the State of Nevada incur an employment liability if the independent contractor is terminated for failure to perform?  | _____ | _____ |
| 7. Is the independent contractor restricted from offering his/her services to the general public while engaged in this work relationship with the State?               | _____ | _____ |

16. **INSURANCE SCHEDULE.** Unless expressly waived in writing by the State, Contractor, as an independent contractor and not an employee of the State, must carry policies of insurance in amounts specified in this Insurance Schedule and pay all taxes and fees incident hereunto. The State shall have no liability except as specifically provided in the Contract. The Contractor shall not commence work before:

- 1) Contractor has provided the required evidence of insurance to the Contracting Agency of the State, and
- 2) The State has approved the insurance policies provided by the Contractor.

Prior approval of the insurance policies by the State shall be a condition precedent to any payment of consideration under this Contract and the State's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of the State to timely approve shall not constitute a waiver of the condition.

**Insurance Coverage:** The Contractor shall, at the Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by the State, the required insurance shall be in effect prior to the commencement of work by the Contractor and shall continue in force as appropriate until the latter of:

- 1. The last call processed through the inmate telephone system; or
- 2. Such time as the insurance is no longer required by the State under the terms of this Contract.

Any insurance or self-insurance available to the State shall be excess of and non-contributing with any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the State, Contractor shall provide the State with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the State and immediately replace such insurance or bond with an insurer meeting the requirements.

**Workers' Compensation and Employer's Liability Insurance**

- 1) Contractor shall provide proof of worker's compensation insurance as required of Nevada Revised Statutes Chapters 616A through 616D inclusive.
- 2) Employer's Liability insurance with a minimum limits of \$500,000 each employee per accident for bodily injury by accident or disease.  
If this contract is for temporary or leased employees, an *Alternate Employer* endorsement must be attached to the Contractor's workers' compensation insurance policy.
- 3) If the Contractor qualifies as a sole proprietor as defined in NRS Chapter 616A.310, and has elected to not purchase industrial insurance for himself/herself, the sole proprietor must submit to the contracting State agency a fully executed "Affidavit of Rejection of Coverage Under NRS 616B.627 and NRS 617.210" form.

**Commercial General Liability Insurance**

- 1) Minimum Limits required:

<u>\$2,000,000.00</u>	General Aggregate
<u>\$2,000,000.00</u>	Products & Completed Operations Aggregate
<u>\$1,000,000.00</u>	Personal and Advertising Injury
<u>\$1,000,000.00</u>	Each Occurrence

- 2) Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

**Business Automobile Liability Insurance**

- 1) Minimum Limit required: \$1,000,000.00 Each Occurrence for bodily injury and property damage.
- 2) Coverage shall be for “any auto” (including owned, non-owned and hired vehicles).  
The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

**Professional Liability Insurance**

- 1) Minimum Limit required: \$1,000,000.00 Each Claim
- 2) Retroactive date: Prior to commencement of the performance of the contract
- 3) Discovery period: Three (3) years after termination date of contract.
- 4) A certified copy of this policy may be required.

**Umbrella or Excess Liability Insurance**

- 1) May be used to achieve the above minimum liability limits.
- 2) Shall be endorsed to state it is “As Broad as Primary Policy”

**Commercial Crime Insurance**

Minimum Limit required: \$Waived Per Loss for Employee Dishonesty  
This insurance shall be underwritten on a blanket form amending the definition of “employee” to include all employees of the Vendor regardless of position or category.

**Performance Security**

- Amount required: \$750,000.00
- 1) Security may be in the form of surety bond, Certificate of Deposit or Treasury Note payable to the State of Nevada, only.
  - 2) The security shall be deposited with the contracting State agency no later than ten (10) working days following award of the Contract to Contractor.
  - 3) Upon successful Contract completion, the security and all interest earned, if any, shall be returned to the Contractor.

**General Requirements:**

- a. Additional Insured: By endorsement to the general liability insurance policy evidenced by Contractor, *The State of Nevada, the Department of Corrections, its officers, employees and immune contractors* as defined in NRS41.0307 shall be named as additional insureds for all liability arising from the Contract.
- b. Waiver of Subrogation: Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.
- c. Cross-Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- d. Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the State. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000 per occurrence, unless otherwise approved by the Risk Management Division.
- e. Policy Cancellation: Except for ten days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) days prior written notice to the State of Nevada, c/o Contracting Agency, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mailed to the address shown below.
- f. Approved Insurer: Each insurance policy shall be:
  - 1) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made, and
  - 2) Currently rated by A.M. Best as “A- VII” or better.

**Evidence of Insurance:**



Prior to the start of any Work, Contractor must provide the following documents to the contracting State agency:

- 1) Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of Contractor.
- 2) Additional Insured Endorsement: An Additional Insured Endorsement (CG20 10 or C20 26) , signed by an authorized insurance company representative, **must** be submitted to the State to evidence the endorsement of the State as an additional insured per General Requirements, Subsection a above.
- 3) Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlyer Schedule from the Umbrella or Excess insurance policy may be required.

Review and Approval: Documents specified above must be submitted for review and approval by the State prior to the commencement of work by Contractor. Neither approval by the State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to the State or others, and shall be in addition to and not in lieu of any other remedy available to the State under this Contract or otherwise. The State reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

**Mail all required insurance documents to the Contracting Agency identified on page one of the contract.**

17. COMPLIANCE WITH LEGAL OBLIGATIONS. Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. The State may set-off against consideration due any delinquent government obligation in accordance with NRS 353C.190.

18. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

19. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

20. ASSIGNMENT/DELEGATION. To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written consent of the State.

21. STATE OWNERSHIP OF PROPRIETARY INFORMATION. Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under the Contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of the State and all such materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of the State. Notwithstanding the foregoing, the State shall have no proprietary interest in any materials licensed for use by the State that are subject to patent, trademark or copyright protection.

22. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

23. CONFIDENTIALITY. Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract.

24. **FEDERAL FUNDING.** In the event federal funds are used for payment of all or part of this Contract:
- Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
  - Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.
  - Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)
25. **LOBBYING** The parties agree, whether expressly prohibited by federal, State or local law, or otherwise, that no funding associated with this contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:
- Any federal, state, county or local agency, legislature, commission, counsel or board;
  - Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or
  - Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.
26. **WARRANTIES.**
- General Warranty.** Contractor warrants that all services, deliverables, and/or work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.
  - System Compliance.** Contractor warrants that any information system application(s) shall not experience abnormally ending and/or invalid and/or incorrect results from the application(s) in the operating and testing of the business of the State. This warranty includes, without limitation, century recognition, calculations that accommodate same century and multicentury formulas and data values and date data interface values that reflect the century. Pursuant to NRS 41.0321, the State is immune from liability due to any failure of any incorrect date being produced, calculated or generated by a computer or other information system.
27. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective only after approval by the State Board of Examiners and only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.
28. **GOVERNING LAW; JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the jurisdiction and venue of the First Judicial District Court, Carson City, Nevada for enforcement of this Contract.
29. **ENTIRE CONTRACT AND MODIFICATION.** This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Office of the Attorney General and the State Board of Examiners.



## **Attachment D**

### **REFERENCE QUESTIONNAIRE**

The State of Nevada, as a part of the RFP process, requires proposing vendors to submit business references as required within this document. The purpose of these references is to document the experience relevant to the scope of work and provide assistance in the evaluation process.

The proposing vendor or subcontractor is required to complete Part A and send the following reference form to each business reference listed for completion of Part B. The business reference, in turn, is requested to submit the Reference Form directly to the State of Nevada, Purchasing Division by the requested deadline for inclusion in the evaluation process. The form and information provided will become a part of the submitted proposal. The business reference may be contacted for validation of the response.



## RFP # 1628 REFERENCE QUESTIONNAIRE FOR:

**Part A:**

\_\_\_\_\_

(Name of company requesting reference)

- As Primary Vendor  
 As Subcontractor of \_\_\_\_\_  
 Name of Primary Vendor

**Part B:**

This form is being submitted to your company for completion as a business reference for the company listed above. This form is to be returned to the State of Nevada, Purchasing Division, via e-mail at [svrpurch@purchasing.state.nv.us](mailto:svrpurch@purchasing.state.nv.us) or facsimile at (775) 684-0188, no later than October 12, 2007 @ 5:00 pm and **must not** be returned to the company requesting the reference.

For questions or concerns regarding this form, please contact the State of Nevada Purchasing Division, Services Procurement Section by telephone at (775) 684-0170 or by e-mail at [svrpurch@purchasing.state.nv.us](mailto:svrpurch@purchasing.state.nv.us). When contacting us, please be sure to include the Request for Proposal number listed at the top of this page.

**CONFIDENTIAL INFORMATION WHEN COMPLETED**

<b>Company providing reference:</b>	
<b>Contact name and title/position</b>	
<b>Contact telephone number</b>	
<b>Contact e-mail address</b>	

QUESTIONS:

1. In what capacity have you worked with this vendor in the past?  
 COMMENTS:
  
2. How would you rate this firm's knowledge and expertise?  
 \_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)  
 COMMENTS:
  
3. How would you rate the vendor's flexibility relative to changes in the project scope and timelines?  
 \_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)  
 COMMENTS:

4. What is your level of satisfaction with hard-copy materials produced by the vendor?  
\_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)  
COMMENTS:

5. How would you rate the dynamics/interaction between the vendor and your staff?  
\_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)  
COMMENTS:

6. Who were the vendor's principal representatives involved in your project and how would you rate them individually? Would you comment on the skills, knowledge, behaviors or other factors on which you based the rating?  
(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

Name: \_\_\_\_\_ Rating:

Name: \_\_\_\_\_ Rating:

Name: \_\_\_\_\_ Rating:

Name: \_\_\_\_\_ Rating:

COMMENTS:

7. How satisfied are you with the products developed by the vendor?  
\_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)  
COMMENTS:

8. With which aspect(s) of this vendor's services are you most satisfied?  
COMMENTS:

9. With which aspect(s) of this vendor's services are you least satisfied?  
COMMENTS:

10. Would you recommend this vendor's services to your organization again?  
COMMENTS:

## **Attachment E**

# **CORRECTIONAL FACILITIES SPECIFICATIONS**

**FACILITY LOCATIONS**

<b>Institutions</b>	<b>Conservation Camps</b>
Ely State Prison (ESP) 4569 North State Rt. 490 Ely, NV 89301	Carlin Conservation Camp (CCC) 124 Suzie Creek Road Carlin, NV 89822
High Desert State Prison (HDSP) 22010 Cold Creek Road Indian Springs, NV 89070	Ely Conservation Camp (ECC) Horse & Cattle Camp Road Ely, NV 89301
Lovelock Correctional Center (LCC) 1200 Prison Rd. Lovelock, NV 89419	Humboldt Conservation Camp (HCC) 8105 Conservation Camp Winnemucca, NV 89446
Nevada State Prison (NSP) 3301 E. 5 <sup>th</sup> Street Carson City, NV 89701	Wells Conservation Camp (WCC) HC 67-50 Wells, NV 89835
Northern Nevada Correctional Center (NNCC) 1721 E. Snyder Ave. Carson City, NV 89701	Indian Springs Conservation Camp (ISCC) Cold Creek Road Indian Springs, NV 89070
Southern Desert Correctional Center (SDCC) Cold Creek Road Indian Springs, NV 89070	Jean Conservation Camp (JCC) 3 Prison Road Jean, NV 89019
Southern Nevada Correctional Center (SNCC) 1 Prison Road Jean, NV 89019	Pioche Conservation Camp (PCC) 1 Hardtimes Road Pioche, NV 89043
Florence McClure Women's Correctional Center (FMWCC) 4370 Smiley Road North Las Vegas, NV 89115	Silver Springs Conservation Camp (SSCC) 4950 Shirlee Ave Silver Springs, NV 89429
Warm Springs Correctional Center (WSCC) 3301 E. 5 <sup>th</sup> Street Carson City, NV 89701	Stewart Conservation Camp (SCC) 1721 E. Snyder Avenue Carson City, NV 89702
	Tonopah Conversation Camp (TCC) 100 Conservation Road Tonopah, NV 89049
<b>Restitution Camps</b>	<b>Transitional Housing Centers</b>
Northern Nevada Restitution Center (NNRC) 2595 E. Second Street Reno, NV 89502	Casa Grande Transitional Center (CGTC) 3955 W. Russell Road Las Vegas, NV 89118



## FACILITY SPECIFICATIONS

Contractors should base their responses on an Average Daily Population as detailed below:

Facility Name	6. FY09 Budgeted Population	Facility Expansion Date
ESP	1216	0
HDSP	2606	560 Beds 03/2009
LCC	1667	0
NSP	905	0
NNCC	1497	240 Beds 02/2008 280 Beds 10/2010
SDCC	1925	240 Beds 01/2008 240 Beds 02/2008 560 Beds 10/2009
SNCC	600	0
FMWCC	888	240 Beds 02/2008 300 Beds 01/2009 100 Beds 10/2009
WSCC	517	0
CCC	150	0
ECC	150	0
HCC	150	0
ISCC	264	192 Beds 06/2009
JCC	260	0
PCC	194	0
SSCC	132	0
SCC	240	0
TCC	150	0
WCC	150	0
NNRC	88	Possible move to New location 150 Beds 10/2009
CGTH	399	0

## FACILITY COLLECT CALLING STATISTICS

### Average Monthly Collect (Based Upon 6 Months)

<i>Ely State Prison (ESP)</i>		
<i>Call Type</i>	<i>Number of Calls</i>	<i>Number of Minutes</i>
Intrastate	3,421	42,633
Interstate	699	9234
International	28	396

<i>High Desert State Prison (HDSP)</i>		
<i>Call Type</i>	<i>Number of Calls</i>	<i>Number of Minutes</i>
Intrastate	11,344	190,351
Interstate	1,089	16,171
International	6	85

<i>Lovelock Correctional Center (LCC)</i>		
<i>Call Type</i>	<i>Number of Calls</i>	<i>Number of Minutes</i>
Intrastate	6,007	112,429
Interstate	939	16,375
International	0	0

<i>Nevada State Prison (NSP)</i>		
<i>Call Type</i>	<i>Number of Calls</i>	<i>Number of Minutes</i>
Intrastate	4,647	90,975
Interstate	678	11,199
International	2	34

<i>Northern Nevada Correctional Center (NNCC)</i>		
<i>Call Type</i>	<i>Number of Calls</i>	<i>Number of Minutes</i>
Intrastate	10,127	160,710
Interstate	1,149	15,529
International	1	28

<i>Southern Desert Correctional Center (SDCC)</i>		
<i>Call Type</i>	<i>Number of Calls</i>	<i>Number of Minutes</i>
Intrastate	10,515	174,007
Interstate	958	13,613
International	1	9

<i>Southern Nevada Correctional Center (SNCC)</i>		
<i>Call Type</i>	<i>Number of Calls</i>	<i>Number of Minutes</i>
Intrastate	5,433	89,464
Interstate	330	4,551
International	0	0

<i>Florence McClure Women's Correctional Center (FMWCC)</i>		
<i>Call Type</i>	<i>Number of Calls</i>	<i>Number of Minutes</i>
Intrastate	3,778	57,839
Interstate	593	9,410
International	0	0

<i>Warm Springs Correctional Center (WSCC)</i>		
<i>Call Type</i>	<i>Number of Calls</i>	<i>Number of Minutes</i>
Intrastate	3,688	60,665
Interstate	354	5,205
International	1	5

<i>Carlin Conservation Camp (CCC)</i>		
<i>Call Type</i>	<i>Number of Calls</i>	<i>Number of Minutes</i>
Intrastate	1,092	16,293
Interstate	92	1,271
International	0	0

<i>Ely Conservation Camp (ECC)</i>		
<i>Call Type</i>	<i>Number of Calls</i>	<i>Number of Minutes</i>
Intrastate	873	14,197
Interstate	699	9,234
International	0	0

<i>Humboldt Conservation Camp (HCC)</i>		
<i>Call Type</i>	<i>Number of Calls</i>	<i>Number of Minutes</i>
Intrastate	620	10,392
Interstate	152	2,082
International	0	0

<i>Indian Springs Conservation Camp (ISCC)</i>		
<i>Call Type</i>	<i>Number of Calls</i>	<i>Number of Minutes</i>
Intrastate	1,348	20,491
Interstate	183	2,499
International	0	0

<i>Jean Conservation Camp (JCC)</i>		
<i>Call Type</i>	<i>Number of Calls</i>	<i>Number of Minutes</i>
Intrastate	2,212	33,837
Interstate	254	3,566
International	0	0

<i>Pioche Conservation Camp (PCC)</i>		
<i>Call Type</i>	<i>Number of Calls</i>	<i>Number of Minutes</i>
Intrastate	1,067	17,255
Interstate	112	1,659
International	0	0

<i>Silver Springs Conservation Camp (SSCC)</i>		
<i>Call Type</i>	<i>Number of Calls</i>	<i>Number of Minutes</i>
Intrastate	1,129	16,965
Interstate	106	1,580
International	1	10

<i>Stewart Conservation Camp (SCC)</i>		
<i>Call Type</i>	<i>Number of Calls</i>	<i>Number of Minutes</i>
Intrastate		
Interstate		
International		

*SCC calls are reported through NNCC*

<i>Tonopah Conservation Camp (TCC)</i>		
<i>Call Type</i>	<i>Number of Calls</i>	<i>Number of Minutes</i>
Intrastate	893	13,200
Interstate	78	1,018
International	0	0

<i>Wells Conservation Camp (WCC)</i>		
<i>Call Type</i>	<i>Number of Calls</i>	<i>Number of Minutes</i>
Intrastate	769	11,817
Interstate	81	1,056
International	0	0

<i>Northern Nevada Restitution Center (NNRC)</i>		
<i>Call Type</i>	<i>Number of Calls</i>	<i>Number of Minutes</i>
Intrastate	440	6,941
Interstate	51	619
International	0	0

<i>Casa Grande Transitional House (CGTH)</i>		
<i>Call Type</i>	<i>Number of Calls</i>	<i>Number of Minutes</i>
Intrastate	1,149	16,797
Interstate	154	2,570
International	0	0

**FACILITY DEBIT CALLING STATISTICS**

**Average Monthly Debit (Based Upon 6 Months)**

<i>Ely State Prison (ESP)</i>		
<i>Call Type</i>	<i>Number of Calls</i>	<i>Number of Minutes</i>
Local	2	25
Intralata	95	1,242
Interlata/Intrastate	365	4,528
Interstate	61	746
International	1	12

<i>High Desert State Prison (HDSP)</i>		
<i>Call Type</i>	<i>Number of Calls</i>	<i>Number of Minutes</i>
Local	19	340
Intralata	2,758	43,621
Interlata/Intrastate	120	2,056
Interstate	115	1,214
International	2	19

<i>Lovelock Correctional Center (LCC)</i>		
<i>Call Type</i>	<i>Number of Calls</i>	<i>Number of Minutes</i>
Local	78	1,797
Intralata	301	4,722
Interlata/Intrastate	982	16,680
Interstate	97	1,209
International	0	0

<i>Nevada State Prison (NSP)</i>		
<i>Call Type</i>	<i>Number of Calls</i>	<i>Number of Minutes</i>
Local	507	10,167
Intralata	100	1,807
Interlata/Intrastate	262	4,796
Interstate	90	1,373
International	0	0

<i>Northern Nevada Correctional Center (NNCC)</i>		
<i>Call Type</i>	<i>Number of Calls</i>	<i>Number of Minutes</i>
Local	1,081	17,461
Intralata	257	3,816
Interlata/Intrastate	478	6,892
Interstate	129	1,482
International	0	0

<i>Southern Desert Correctional Center (SDCC)</i>		
<i>Call Type</i>	<i>Number of Calls</i>	<i>Number of Minutes</i>
Local	60	1,499
Intralata	3,031	50,748
Interlata/Intrastate	236	4,056
Interstate	135	1,547
International	1	14

<i>Southern Nevada Correctional Center (SNCC)</i>		
<i>Call Type</i>	<i>Number of Calls</i>	<i>Number of Minutes</i>
Local	1,218	20,885
Intralata	23	241
Interlata/Intrastate	133	1,956
Interstate	25	245
International	0	0

<i>Florence McClure Women's Correctional Center (FMWCC)</i>		
<i>Call Type</i>	<i>Number of Calls</i>	<i>Number of Minutes</i>
Local	1,221	20,375
Intralata	57	732
Interlata/Intrastate	297	3,707
Interstate	84	824
International	0	0

<i>Warm Springs Correctional Center (WSCC)</i>		
<i>Call Type</i>	<i>Number of Calls</i>	<i>Number of Minutes</i>
Local	257	4,695
Intralata	116	1,583
Interlata/Intrastate	622	10,265
Interstate	46	433
International	0	0

<i>Carlin Conservation Camp (CCC)</i>		
<i>Call Type</i>	<i>Number of Calls</i>	<i>Number of Minutes</i>
Local	3	50
Intralata	50	872
Interlata/Intrastate	140	2,076
Interstate	10	91
International	0	0

<i>Ely Conservation Camp (ECC)</i>		
<i>Call Type</i>	<i>Number of Calls</i>	<i>Number of Minutes</i>
Local	0	0
Intralata	37	474
Interlata/Intrastate	111	1,547
Interstate	8	91
International	0	0

<i>Humboldt Conservation Camp (HCC)</i>		
<i>Call Type</i>	<i>Number of Calls</i>	<i>Number of Minutes</i>
Local	3	33
Intralata	44	575
Interlata/Intrastate	165	2,636
Interstate	8	105
International	0	0



<i>Indian Springs Conservation Camp (ISCC)</i>		
<i>Call Type</i>	<i>Number of Calls</i>	<i>Number of Minutes</i>
Local	0	0
Intralata	424	6,156
Interlata/Intrastate	99	1,467
Interstate	18	205
International	0	0

<i>Jean Conservation Camp (JCC)</i>		
<i>Call Type</i>	<i>Number of Calls</i>	<i>Number of Minutes</i>
Local	918	14,583
Intralata	40	565
Interlata/Intrastate	168	3,468
Interstate	58	611
International	0	0

<i>Pioche Conservation Camp (PCC)</i>		
<i>Call Type</i>	<i>Number of Calls</i>	<i>Number of Minutes</i>
Local	0	0
Intralata	17	240
Interlata/Intrastate	181	2,652
Interstate	12	107
International	0	0

<i>Silver Springs Conservation Camp (SSCC)</i>		
<i>Call Type</i>	<i>Number of Calls</i>	<i>Number of Minutes</i>
Local	95	1,164
Intralata	33	526
Interlata/Intrastate	62	1,133
Interstate	23	359
International	0	0

<i>Stewart Conservation Camp (SCC)</i>		
<i>Call Type</i>	<i>Number of Calls</i>	<i>Number of Minutes</i>
Local	95	1,164
Intralata	33	526
Interlata/Intrastate	62	1,133
Interstate	23	359
International	0	0

<i>Tonopah Conservation Camp (TCC)</i>		
<i>Call Type</i>	<i>Number of Calls</i>	<i>Number of Minutes</i>
Local	95	1,164
Intralata	33	526
Interlata/Intrastate	62	1,133
Interstate	23	359
International	0	0

<i>Northern Nevada Restitution Center (NNRC)</i>		
<i>Call Type</i>	<i>Number of Calls</i>	<i>Number of Minutes</i>
Local	95	1,164
Intralata	33	526
Interlata/Intrastate	62	1,133
Interstate	23	359
International	0	0

<i>Casa Grande Transitional House (CGTH)</i>		
<i>Call Type</i>	<i>Number of Calls</i>	<i>Number of Minutes</i>
Local	246	4,058
Intralata	48	910
Interlata/Intrastate	70	1348
Interstate	20	291
International	0	0

## Attachment F

### Inmate Telephone Equipment Required

Facility Name	# of Inmate Telephones	Vendor Recommended # of Inmate Telephones	# of Inmate Telephone Workstations	# of TDD Units	# of Portable Telephones
ESP	37		1	1	14
HDSP	145		1	1	14
LCC	97		1	1	14
NSP	60		1	1	4
NNCC	50		1	2	4
SDCC	60		1	1	4
SNCC	26		1	1	4
FMWCC	57		1	1	4
WCC	19		1	1	4
CCC	6		1	0	0
ECC	5		1	0	0
HCC	4		1	0	0
ISCC	6		1	1	0
JCC	24		1	1	0
PCC	8		1	1	0
SSCC	7		1	1	0
SCC	10		1	1	0
TCC	6		1	0	0
WCC	6		1	0	0
NNRC	7		1	0	0
CGTH	24		1	1	0
Central-Inspectors	0		3	0	0

VENDOR \_\_\_\_\_ DATE: \_\_\_\_\_

**Attachment G**  
**SAMPLE SCORE SHEET**

STATE OF NEVADA, PURCHASING DIVISION  
**RFP 1628**  
**INMATE TELEPHONE SERVICES FOR THE**  
**DEPARTMENT OF CORRECTIONS**  
**Proposal Opening Date: October 15, 2007**

VENDOR NAME: \_\_\_\_\_

Evaluator Initials: \_\_\_\_\_

Item	Evaluation Criteria	Weight	Score (1-10)	Revised Score (1-10)	Reason for Revision
1.	Reasonableness of Cost				
2.	Demonstrated Competence				
3.	Expertise and Availability of Key Personnel				
4.	Experience in Performance of Comparable Engagements				
5.	Conformance with the Terms of the RFP				
	Total				

After reading vendor proposals, assign a score for each criterion above between 1 and 10, with 1=Poor and 10=Excellent. The Revised Score column and the score for cost should be left blank until the scheduled evaluation meeting.

Below is a brief description of the issues related to each factor.

1. **Reasonableness of cost.** Has the vendor established a cost that is reasonable for the project? Is the State of Nevada receiving good value for its dollars? Does the fee appear cost-effective? Are the costs reasonable compared to the competition? Will there be any additional costs or other ongoing expenses?
  
2. **Demonstrated competence.** Did the vendor provide sufficient data to convince you that it will do a good job for the State? Was the proof compelling? Are you confident that this vendor has the knowledge, skills and abilities to perform all its tasks well? Will the vendor's resources be adequate to serve the State's needs? Does the vendor suggest new ways to

enhance performance? Does the vendor have the flexible capacity to handle all the needs of the State as they continue to change? Did the vendor present sufficient performance history to convince you of its ability? Has the vendor been in business long enough to provide good stability? Has the vendor experienced ownership changes that would impact its services? Has there been any censure or litigation history?

3. **Expertise and availability of key personnel.** Is the staff that will be assigned to this project by the vendor the best qualified to complete the tasks? Will they be available to insure completion of the project? Will they be available for follow-up issues? Is sufficient staff assigned to handle these duties? Is there a Nevada office or contact person? Will assigned staff respond to issues within a reasonable amount of time?
4. **Experience in performance of comparable engagements.** Does the vendor have prior experience that will ensure all the skills necessary to perform tasks well? Did the vendor have success in other work for a private or governmental entity? Does the vendor's previous work convince you of its successful completion of these duties? Has the vendor provided adequate references?
5. **Conformance with the terms of this RFP.** Did the vendor's proposal provide all the necessary information requested in the RFP in a professional manner? Did the proposal cause doubt regarding its ability to complete the necessary tasks? Was the proposal easy to understand and did it provide answers to questions, or create more questions?

## **Attachment H**

### **STATEMENT OF NON-SUBMITTAL**

The completed Statement of Non-Submittal shall be provided to Gail Burchett at the State of Nevada, State Purchasing Department, via fax at 775-684-0188 on or before **October 14, 2007**.

We, the undersigned, have declined to submit a response to the Inmate Telephone Service RFP for NDOC.

REASON:

- \_\_\_\_\_ Insufficient time to respond.
- \_\_\_\_\_ Specifications unclear (explain below).
- \_\_\_\_\_ We do not offer this product or an equivalent.
- \_\_\_\_\_ Our product schedule does not permit us to perform.
- \_\_\_\_\_ Unable to meet specifications.
- \_\_\_\_\_ Unable to meet Bond requirements.
- \_\_\_\_\_ Other (explain below).

Remarks: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINT NAME / TITLE: \_\_\_\_\_



## Attachment I

### SITE EVALUATION FORM

#### **SITE VISITS ARE RECOMMENDED BUT NOT MANDATORY**

Site visits will be conducted at the following Facilities at the dates indicated below. Please indicate whether Contractor will attend the scheduled site visits and, if so, for which Facility. The exact times and a map to the locations will be sent to all respondents.

Once completed, Contractor shall return this **Site Evaluation Form and the Background Check Form** to Gail Burchett, Purchasing Officer II via fax at (775) 684-0188 or via email at [gburchet@purchasing.state.nv.us](mailto:gburchet@purchasing.state.nv.us) on or before 12:00 noon, Pacific Time, September 4, 2007.

<b><u>ELY STATE PRISON (ESP)</u></b>	
Date for Site Evaluation:	September 12, 2007
Time for Site Evaluation:	Afternoon
Name of Contractor Representative:	
Title of Contractor Representative:	
Contractor Contact Phone Number:	
Will Attend? (Circle One)	Yes                  No
Facility Contact:	

<b><u>HIGH DESERT STATE PRISON (HDSP)</u></b>	
Date for Site Evaluation:	September 6, 2007
Time for Site Evaluation:	Morning
Name of Contractor Representative:	
Title of Contractor Representative:	
Contractor Contact Phone Number:	
Will Attend? (Circle One)	Yes                  No
Facility Contact:	

<b><u>LOVELOCK CORRECTIONAL CENTER (LCC)</u></b>	
Date for Site Evaluation:	September 11, 2007
Time for Site Evaluation:	Morning
Name of Contractor Representative:	
Title of Contractor Representative:	
Contractor Contact Phone Number:	
Will Attend? (Circle One)	Yes                  No
Facility Contact:	

<b><u>NEVADA STATE PRISON (NSP)</u></b>	
Date for Site Evaluation:	September 10, 2007
Time for Site Evaluation:	Morning
Name of Contractor Representative:	
Title of Contractor Representative:	
Contractor Contact Phone Number:	
Will Attend? (Circle One)	Yes                  No

Facility Contact:	
-------------------	--

<b><u>NORTHERN NEVADA CORRECTIONAL CENTER (NNCC)</u></b>	
Date for Site Evaluation:	September 10, 2007
Time for Site Evaluation:	Morning
Name of Contractor Representative:	
Title of Contractor Representative:	
Contractor Contact Phone Number:	
Will Attend? (Circle One)	Yes          No
Facility Contact:	

<b><u>SOUTHERN DESERT CORRECTIONAL CENTER (SDCC)</u></b>	
Date for Site Evaluation:	September 6, 2007
Time for Site Evaluation:	Morning
Name of Contractor Representative:	
Title of Contractor Representative:	
Contractor Contact Phone Number:	
Will Attend? (Circle One)	Yes          No
Facility Contact:	

<b><u>SOUTHERN NEVADA CORRECTIONAL CENTER (SNCC)</u></b>	
Date for Site Evaluation:	September 7, 2007
Time for Site Evaluation:	Afternoon
Name of Contractor Representative:	
Title of Contractor Representative:	
Contractor Contact Phone Number:	
Will Attend? (Circle One)	Yes          No
Facility Contact:	

**FLORENCE MC CLURE WOMEN'S CORRECTIONAL CENTER  
(FMWCC)**

Date for Site Evaluation:	September 6, 2007
Time for Site Evaluation:	Afternoon
Name of Contractor Representative:	
Title of Contractor Representative:	
Contractor Contact Phone Number:	
Will Attend? (Circle One)	Yes                  No
Facility Contact:	

**WARM SPRINGS CORRECTIONAL CENTER (WSCC)**

Date for Site Evaluation:	September 10, 2007
Time for Site Evaluation:	Morning
Name of Contractor Representative:	
Title of Contractor Representative:	
Contractor Contact Phone Number:	
Will Attend? (Circle One)	Yes                  No
Facility Contact:	

**CARLIN CONSERVATION CAMP (CCC)**

Date for Site Evaluation:	September 12, 2007
Time for Site Evaluation:	Afternoon
Name of Contractor Representative:	
Title of Contractor Representative:	
Contractor Contact Phone Number:	
Will Attend? (Circle One)	Yes                  No
Facility Contact:	

<b><u>ELY CONSERVATION CAMP (ECC)</u></b>	
Date for Site Evaluation:	September 12, 2007
Time for Site Evaluation:	Morning
Name of Contractor Representative:	
Title of Contractor Representative:	
Contractor Contact Phone Number:	
Will Attend? (Circle One)	Yes          No
Facility Contact:	

<b><u>HUMBOLDT CONSERVATION CAMP (HCC)</u></b>	
Date for Site Evaluation:	September 11, 2007
Time for Site Evaluation:	Afternoon
Name of Contractor Representative:	
Title of Contractor Representative:	
Contractor Contact Phone Number:	
Will Attend? (Circle One)	Yes          No
Facility Contact:	

<b><u>INDIAN SPRINGS CONSERVATION CAMP (ISCC)</u></b>	
Date for Site Evaluation:	September 6, 2007
Time for Site Evaluation:	Morning
Name of Contractor Representative:	
Title of Contractor Representative:	
Contractor Contact Phone Number:	
Will Attend? (Circle One)	Yes          No
Facility Contact:	

<b><u>JEAN CONSERVATION CAMP (JCC)</u></b>	
Date for Site Evaluation:	September 7, 2007
Time for Site Evaluation:	Afternoon
Name of Contractor Representative:	
Title of Contractor Representative:	
Contractor Contact Phone Number:	
Will Attend? (Circle One)	Yes          No
Facility Contact:	

<b><u>PIOCHE CONSERVATION CAMP (PCC)</u></b>	
Date for Site Evaluation:	September 13, 2007
Time for Site Evaluation:	Afternoon
Name of Contractor Representative:	
Title of Contractor Representative:	
Contractor Contact Phone Number:	
Will Attend? (Circle One)	Yes          No
Facility Contact:	

<b><u>SILVER SPRINGS CONSERVATION CAMP (SSCC)</u></b>	
Date for Site Evaluation:	September 11, 2007
Time for Site Evaluation:	Morning
Name of Contractor Representative:	
Title of Contractor Representative:	
Contractor Contact Phone Number:	
Will Attend? (Circle One)	Yes          No
Facility Contact:	

<b><u>STEWART CONSERVATION CAMP (SCC)</u></b>	
Date for Site Evaluation:	September 10, 2007
Time for Site Evaluation:	Morning
Name of Contractor Representative:	
Title of Contractor Representative:	
Contractor Contact Phone Number:	
Will Attend? (Circle One)	Yes          No
Facility Contact:	

<b><u>TONOPAH CONSERVATION CAMP (TCC)</u></b>	
Date for Site Evaluation:	September 14, 2007
Time for Site Evaluation:	Morning
Name of Contractor Representative:	
Title of Contractor Representative:	
Contractor Contact Phone Number:	
Will Attend? (Circle One)	Yes          No
Facility Contact:	

<b><u>WELLS CONSERVATION CAMP (WCC)</u></b>	
Date for Site Evaluation:	September 12, 2007
Time for Site Evaluation:	Afternoon
Name of Contractor Representative:	
Title of Contractor Representative:	
Contractor Contact Phone Number:	
Will Attend? (Circle One)	Yes                  No
Facility Contact:	

<b><u>NORTHERN NEVADA RESTITUTION CENTER (NNRC)</u></b>	
Date for Site Evaluation:	September 10, 2007
Time for Site Evaluation:	Afternoon
Name of Contractor Representative:	
Title of Contractor Representative:	
Contractor Contact Phone Number:	
Will Attend? (Circle One)	Yes                  No
Facility Contact:	

<b><u>CASA GRANDE TRANSITIONAL HOUSE (CGTH)</u></b>	
Date for Site Evaluation:	September 7, 2007
Time for Site Evaluation:	Afternoon
Name of Contractor Representative:	
Title of Contractor Representative:	
Contractor Contact Phone Number:	
Will Attend? (Circle One)	Yes                  No
Facility Contact:	

**Nevada Department of Corrections**  
**Contractor Background Check Application**  
Please PRINT all information

**1. NAMES AND ADDRESSES**

Applicant Name \_\_\_\_\_  
Last First MI

Please complete this questionnaire in its **ENTIRETY** and mail it back to the address listed above. **BE ADVISED: ANY omission or false statement is SUFFICIENT REASON FOR DENIAL.**

List any other names (alias) you are known by. Include your maiden name and any nicknames, if applicable)  
*(Failure to include all names will result in denial)*

\_\_\_\_\_  
\_\_\_\_\_

Current Physical Address \_\_\_\_\_  
Full Street City State Zip

Current Mailing Address \_\_\_\_\_  
Full Street City State Zip

Previous Address \_\_\_\_\_  
Full Street City State Zip

Home Phone Number ( \_\_\_\_\_ ) \_\_\_\_\_

List any other states you have lived in: \_\_\_\_\_

Occupation or Business \_\_\_\_\_ Employer \_\_\_\_\_

Business Phone ( \_\_\_\_\_ ) Contact Name: \_\_\_\_\_

Have you ever worked for the Nevada Department of Corrections?  Yes  No If Yes, When? \_\_\_\_\_

**2. IDENTIFIERS**

Drivers License and or ID number \_\_\_\_\_ State \_\_\_\_\_

Date of Birth \_\_\_\_\_ Place of Birth \_\_\_\_\_ Age \_\_\_\_\_

SSN \_\_\_\_\_ Gender: Male  Female

Race \_\_\_\_\_ Marital Status: Married  Single

Height \_\_\_\_\_ Weight \_\_\_\_\_ Hair Color \_\_\_\_\_ Eye Color \_\_\_\_\_

Scars Marks or Tattoos \_\_\_\_\_

*For Official Use Only*

**Application Review**

Approved  Denied

\_\_\_\_\_  
Signature of Authorized Personnel

\_\_\_\_\_  
Date

**3. Criminal History: ALL arrests must be listed, whether there was a conviction or not.** You must also list arrests in other states and countries. Do not



exclude anything; any omission of an arrest is automatic denial.

Have you **EVER** been arrested? Yes  or No

Have you **EVER** been convicted of a Felony? Yes  or No

If yes, complete the following, attach additional sheets if necessary.

Charge \_\_\_\_\_ Disposition \_\_\_\_\_ Date of Arrest \_\_\_\_\_ City/State \_\_\_\_\_

Charge \_\_\_\_\_ Disposition \_\_\_\_\_ Date of Arrest \_\_\_\_\_ City/State \_\_\_\_\_

Charge \_\_\_\_\_ Disposition \_\_\_\_\_ Date of Arrest \_\_\_\_\_ City/State \_\_\_\_\_

Charge \_\_\_\_\_ Disposition \_\_\_\_\_ Date of Arrest \_\_\_\_\_ City/State \_\_\_\_\_

Charge \_\_\_\_\_ Disposition \_\_\_\_\_ Date of Arrest \_\_\_\_\_ City/State \_\_\_\_\_

Are you currently on Probation? Yes  or No  If yes, in what state? \_\_\_\_\_

**4. Do you or have you ever visited or corresponded with an inmate incarcerated in Nevada** Yes  or No

If yes, complete the following section and attach additional sheets if necessary.

Name and Back Number	Relationship	Indicate whether you visit or write this inmate
_____	_____	_____
_____	_____	_____
_____	_____	_____

**5. Authorization**

Chapter 179A of the Nevada Revised Statutes permits an Agency of the Criminal Justice to obtain records of criminal history regarding a prospective employee. Consent is not required in order to obtain information reflecting only convictions. Consent is required in order to obtain a complete record of criminal history.

The applicant's signature on this consent form will permit the Department of Corrections to obtain complete information regarding arrests, detention, indictments, information or other formal criminal charges and disposition of charges, including dismissals, acquittals, convictions, sentences, correctional supervision and release.

This information will be used only for purposes of determining employability. Chapter 179A of NRS prohibits an employer from dissemination of this information.

**Applicants Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

\_\_\_\_\_ Date  
Agency Authorizak for Records Check

DOC 560 (11-06)

**Attachment J**

**COST/COMMISSION PROPOSAL**

Vendors name \_\_\_\_\_

**Section I:**

**INMATE TELEPHONE SERVICE: RATES AND COMMISSIONS EXCLUDING A PART-TIME ON-SITE ADMINISTRATOR**

1. **Contractor shall provide a commission offer for the rates listed below as Calling Rate Option #1 (Please ensure international rates are proposed).** Contractor must detail all additional charges and fees that will be assessed for collect, pre-paid collect and debit/inmate based pre-paid inmate telephone calls.
2. **Contractor shall attach additional charts if Contractor chooses to provide additional commission and calling rate offers.** Failure to complete **Attachment G-1 and G-2** may cause your proposal to be rejected. Please be sure to include debit and/or pre-paid information in the RFP Response.

**COLLECT AND DEBIT CALLING RATES OPTION #1:**

Intrastate Calling Rates:

<u>Mileage Band</u>	<u>1<sup>st</sup> Minute</u>	<u>Additional Minute</u>
0-10 (and local)	\$0.14	\$0.05
11-22	\$0.20	\$0.09
23-55	\$0.27	\$0.14
56-124	\$0.33	\$0.21
125+	\$0.39	\$0.26

Time of Day Discounts:

Monday – Friday	8:00 AM – 5:00 PM	0%
	5:00 PM – 11:00 PM	25%
	11:00 PM – 8:00 AM	50%
Saturday	All Hours	50%
Sunday	8:00 AM – 5:00 PM	50%
	5:00 PM – 11:00 PM	25%
	11:00 PM – 8:00 AM	50%

The following Holidays will receive a 50% discount: New Year’s Day, Independence Day, Labor Day, Thanksgiving, and Christmas. Discounts do NOT apply to operator surcharges.

Automated Operator Surcharges:

Station-to-Station Collect	\$1.00
Person-to-Person Collect	\$3.00

Interstate Calling Rates:

Surcharge	3.95	Per Minute Rate	\$0.89
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Commission Rate: \_\_\_\_\_

Financial Incentive: \_\_\_\_\_ MAG Payment: \_\_\_\_\_

Comments:

**CALLING RATES OPTION #2:**

	COLLECT		INMATE BASED DEBIT		PRE-PAID COLLECT	
	<i>Surcharge</i>	<i>Per Minute Rate</i>	<i>Surcharge</i>	<i>Per Minute Rate</i>	<i>Surcharge</i>	<i>Per Minute Rate</i>
<i>Local</i>						
<i>Intralata/Intrastate</i>						
<i>Interlata/Intrastate</i>						
<i>Interlata/Interstate</i>						
<i>International</i>						
<i>Additional Charges</i>						
<i>Commission Rate</i>						

*Financial Incentive:* \_\_\_\_\_ *MAG Payment:* \_\_\_\_\_

*Comments:*

CONTRACTOR NAME: \_\_\_\_\_  
 AUTHORIZED REPRESENTATIVE: \_\_\_\_\_  
 SIGNATURE: \_\_\_\_\_  
 TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

**Section II:**

**INMATE TELEPHONE SERVICE: RATES AND COMMISSIONS INCLUDING A PART-TIME ON-SITE ADMINISTRATOR**

1. **Contractor shall provide a commission offer for the rates listed below as Calling Rate Option #1 (Please ensure international rates are proposed).** Contractor must detail all additional charges and fees that will be assessed for collect, pre-paid collect and debit/inmate based pre-paid inmate telephone calls.
2. **Contractor shall attach additional charts if Contractor chooses to provide additional commission and calling rate offers.** Failure to complete **Attachment G-1 and G-2** may cause your proposal to be rejected. Please be sure to include debit and/or pre-paid information in the RFP Response.

**COLLECT AND DEBIT CALLING RATES OPTION #1:**

Intrastate Calling Rates:

<u>Mileage Band</u>	<u>1<sup>st</sup> Minute</u>	<u>Additional Minute</u>
0-10 (and local)	\$0.14	\$0.05
11-22	\$0.20	\$0.09
23-55	\$0.27	\$0.14
56-124	\$0.33	\$0.21
125+	\$0.39	\$0.26

Time of Day Discounts:

Monday – Friday 8:00 AM – 5:00 PM	0%
5:00 PM – 11:00 PM	25%
11:00 PM – 8:00 AM	50%
Saturday All Hours	50%
Sunday 8:00 AM – 5:00 PM	50%
5:00 PM – 11:00 PM	25%
11:00 PM – 8:00 AM	50%

The following Holidays will receive a 50% discount: New Year’s Day, Independence Day, Labor Day, Thanksgiving, and Christmas. Discounts do NOT apply to operator surcharges.

Automated Operator Surcharges:

Station-to-Station Collect	\$1.00
Person-to-Person Collect	\$3.00

Interstate Calling Rates:

Surcharge	3.95	Per Minute Rate	\$0.89
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*Commission Rate:* \_\_\_\_\_

*Financial Incentive:* \_\_\_\_\_ *MAG Payment:* \_\_\_\_\_

*Comments:*

**CALLING RATES OPTION #2:**

	COLLECT		INMATE BASED DEBIT		PRE-PAID COLLECT	
	<i>Surcharge</i>	<i>Per Minute Rate</i>	<i>Surcharge</i>	<i>Per Minute Rate</i>	<i>Surcharge</i>	<i>Per Minute Rate</i>
<i>Local</i>						
<i>Intralata/Intrastate</i>						
<i>Interlata/Intrastate</i>						
<i>Interlata/Interstate</i>						
<i>International</i>						
<i>Additional Charges</i>						
<i>Commission Rate</i>						

*Financial Incentive:* \_\_\_\_\_ *MAG Payment:* \_\_\_\_\_

*Comments:*

CONTRACTOR NAME: \_\_\_\_\_  
 AUTHORIZED REPRESENTATIVE: \_\_\_\_\_  
 SIGNATURE: \_\_\_\_\_  
 TITLE: \_\_\_\_\_