

The State of Oklahoma

Department of Corrections

**Invitation to Bid
for an**

Inmate Telephone System

June, 1999

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Oklahoma Department of Corrections

Inmate Telephone System

Invitation to Bid

SECTION 1 - GENERAL OVERVIEW

1.1 Purpose

This Invitation to Bid (ITB) is intended to result in multiple one year contracts for the provision of a turn-key single Inmate Telephone System (ITS) for several locations of the Department of Corrections (DOC) where the Parent Canteen Board arranges for such services. The Systems shall include telephones, inter and intraLATA service, and meet additional specifications described in this ITB.

The State of Oklahoma (State) is soliciting competitive sealed bids (Bids) for the ITS for DOC. If a suitable offer is made in response to this ITB, the State may enter into a contract (Contract) to have a selected contractor (Contractor) furnish, install, maintain and administer the ITS.

1.2 Abstract

The State requests qualified Contractors to submit Bids for furnishing, installing, maintaining, and administering an ITS for use in eight (8) selected correctional institutions.

DOC is responsible for managing the operation of correctional institutions housing inmates within the state of Oklahoma. The ITS will enable DOC to provide inmates with controlled collect calling privileges. It will also provide the capability to record and monitor these calls. All costs related to the ITS will be paid by the Contractor. Additionally, payments (Commissions) calculated as a percentage (Commission Rate) of the gross revenues from calls made through the ITS will be remitted to DOC on a monthly basis.

DOC has a prime objective of controlling inmate telephone usage and limiting the use of the telephone system for fraudulent activity. A primary goal is to insure the safety and security of staff, inmates, and the public through the use of current technology.

The selected Contractor will be responsible for all hardware, software, implementation, installation, wiring, training, maintenance, support, and system administration required to meet the scope of this ITB. The Contractor must provide all coordination required with Local Exchange Carriers (LECs) and carriers during installation and for the entire term of the contract.

This ITB provides details on what is required to submit a Bid for the ITS (Section 4),

what will be required of the selected Contractor (Sections 5 and 6), and how DOC will evaluate the Bids (Section 7).

This ITB also gives dates for the various events in the submission process, selection process, and ITS implementation. Prospective Contractors must be prepared to meet these dates.

1.3 Statement of Work & Specifications

The statement of work and specifications for the ITS is presented in detail in Sections 5 and 6.

1.4 Expected Duration of Contract

Any contract resulting from this ITB will terminate one (1) year from its effective date.

The State and DOC may extend the contract awarded as a result of this ITB beyond its initial term for five (5) separate one (1) year periods with the same terms and conditions, subject to negotiations at the option of DOC at the time of the extension. The State shall exercise its option to extend by submitting written notice to the Contractor at least 30 days prior to the termination of the initial or any subsequent term.

1.5 Pre-Award Performance Demonstration

Before an award of final contract, a Contractor may be requested to provide a demonstration of their installed equipment. Such a demonstration will serve to verify the capabilities of the ITS proposed by the Contractor.

1.6 Schedule of Selected Events

The schedule for the ITS implementation is given below. After the Contract is awarded, DOC will make any necessary schedule changes through the amendment process.

Optional Site Visits: See the DOC web page for dates and times (www.doc.state.ok.us - Select "Computer Services", "Hot Topics", then "Calendar of Events for Inmate Telephone Systems")

First Installation: 15 calendar days subsequent to award notification

Last Installation: 75 calendar days subsequent to award notification

1.7 Optional Site Visits

Contractors intending to submit a Bid will be permitted to visit each correctional facility included in this ITB as scheduled in the previous Section. These site visits are not

mandatory and may not be rescheduled. The intention of the site visits is to familiarize Contractors with the facilities available to install and maintain the ITS. No aspect of any site visit shall be interpreted as modifying the requirements and specifications of this ITB. You will be required to document your waiver to attend the site visits or gain the signature of the site telephone coordinator if you do participate in the site visit.

1.8 List of Institutions

The following is a listing of the DOC facilities where ITS systems are to be installed, maintained, and administered. The current Local Exchange Carrier (LEC) is also noted. See the DOC web page for Contact names and telephone numbers (www.doc.state.ok.us - Select "Computer Services", "Hot Topics", then "Contact Names and Telephone Numbers for Inmate Telephone Systems")

Min. No. of Phones at Cutover	Facility	LEC
12	1. J.E. Hamilton Correctional Center HC63, Box 5390 Hodgen, OK 74939-9712 Contact: ITS Coordinator	Alltel
15	2. Mack H. Alford Correctional Center P.O. Box 220 Stringtown, Oklahoma 74569 Contact: ITS Coordinator	Alltel
68	3. Dick Connor Correctional Center Box 220 Hominy, Oklahoma 74035 Contact: ITS Coordinator	GTE
24	4. John Lilley Correctional Center P.O. Box 308 Boley, Oklahoma 74829 Contact: ITS Coordinator	Central OK Telephone
34	5. James Crabtree Correctional Center Route 1, Box 8 Helena, Oklahoma 73741 Contact: ITS Coordinator	Pioneer
82	6. Lexington Assessment & Reception Center Route 1, Box 260 Lexington, Oklahoma 73051 Contact: ITS Coordinator	GTE
62	7. Joseph Harp Correctional Center Route 1, Box 548 Lexington, Oklahoma 73051 Contact: ITS Coordinator	GTE
20	8. William S. Key Correctional Center Box 61 Fort Supply, Oklahoma 73841-0061 Contact: ITS Coordinator	Pioneer

SECTION 2 - GENERAL INSTRUCTIONS

The following sections provide details on how to get more information about this ITB and how to respond to this ITB. All responses must be complete and in the prescribed format.

2.1 Contacts and Communication

The Contracting Officer referred to on the attached Invitation to Bid form will represent DOC during the Bid process and will be the primary contact for all matters relating to the ITB response.

From the release of this ITB until a Bid is selected and the Contract executed, prospective Contractors may not communicate with any DOC staff concerning this ITB. This does not apply to communication during the evaluation process if DOC initiates the communication. Any Contractor that engages in unauthorized communication may be eliminated from further consideration.

2.2 Inquiries

Contractors may make inquiries regarding this ITB any time prior to 14 calendar days before bid due date. Fax or E-Mail your inquiries to Eileen Hayes, Contracting Officer, at FAX: (405) 521-4475 or E-Mail: Eileen_Hayes@dos.state.ok.us.

Inquiries about a specific portion of this ITB must (1) reference the relevant part of this ITB, (2) reference the heading for the provision under question and, (3) reference the page number of the ITB where the provision can be found. The inquiry must contain (1) the name of the prospective Contractor's representative who is responsible for the inquiry, (2) the prospective Contractor's name and, (3) its representative's business telephone number.

All Contractors who were sent a copy of the original ITB will be forwarded a copy of the question with the response in the form of a numbered addendum.

2.3 Fixed Pricing Period

All pricing, terms, and conditions submitted in the Contractor responses shall remain firm for a period of one hundred and twenty (120) calendar days after the opening date, or until the contract is awarded, whichever is later.

2.4 Basis for Award

The Contract will be awarded through an evaluation process described in Section 7.

2.5 Waiver of Defects

The State may waive any defects in any Bid or in the submission process followed by a

Contractor. But the State will only do so if it believes that is in the State's and DOC's best interests and will not cause any material unfairness to other Contractors.

2.6 Amendments to the ITB

If this ITB is modified before the "Bid Due Date", amendments in the form of numbered addenda will be distributed by mail or fax to all prospective Contractors.

2.7 Bid Submission Instructions

Bid submission instructions are described in Section 4 of this ITB.

The State will not be liable for any costs incurred by a Contractor in responding to this ITB.

SECTION 3 - GENERAL CONTRACT TERMS AND CONDITIONS

3.1 Performance

3.1.1 Statement of Work and Specifications

The ITB and the Contractor's Bid will be part of the final Contract. The Contractor will fulfill the requirements of the Contract in a professional, timely, and efficient manner.

The statement of work and specifications for the ITS is presented in detail in Sections 5 and 6.

3.1.2 Implementation Schedule

The Contractor is required adhere to the ITS implementation schedule listed in Section 1.6. If the Contractor does not meet the implementation dates, regardless of cause or fault, the Contractor will be in default, and the State may terminate the Contract under the termination provision contained below and may immediately call the performance bond.

3.1.3 Employment Taxes

Each party will be solely responsible for reporting, withholding and paying all employment related taxes, payments and withholdings for its own personnel. This includes such items as Federal, state and local income taxes, social security, unemployment and disability deductions, withholdings, and payments. It also includes such items as any interest and penalties not disputed with the appropriate taxing authority.

3.1.4 Sales, Use, Excise, and Property Taxes

DOC is exempt from any sales, use, excise, and property tax. To the extent sales, use, excise, or any similar tax is imposed on the Contractor in connection with the ITS, such will be the sole and exclusive responsibility of the Contractor.

And the Contractor will pay such taxes, together with any interest and penalties not disputed with the appropriate taxing authority, whether they are imposed at the time the services are rendered or a later time.

3.2 ITS & Contract Administration

3.2.1 Subcontracting

The Contractor may engage subcontractors to perform portions of this ITB. Subcontractors may not be used, however, to provide customer service for call

recipients with billing questions.

The Contractor will be solely responsible for payment of its subcontractors and any claims of subcontractors for any failure of the Contractor or any of its other subcontractors to meet the performance schedule or performance specifications for the ITS in a timely and professional manner. The Contractor will hold the State and DOC harmless for and will indemnify the State and DOC against any such claims.

The Contractor will assume responsibility for all goods and services (Deliverables) required under the Contract whether it, a subcontractor, or third-party manufacturer produces them in whole or in part. Further, DOC will consider the Contractor to be the sole point of contact with regard to contractual matters. The Contractor will be fully responsible for any default by a subcontractor, just as if the Contractor itself had defaulted.

If the Contractor uses any subcontractors, each subcontractor must have a written agreement with the Contractor. That written agreement must incorporate the Contract by reference. The agreement must also pass through to the subcontractor all provisions of the Contract that would be fully effective only if both the subcontractor and the Contractor are bound by them. Among such provisions are the limitations on the Contractor's remedies, the insurance requirements, record keeping obligations, and audit rights. Should the Contractor fail to pass through any provisions of the Contract to one of its subcontractors and the failure damages DOC in any way, the Contractor will indemnify DOC for the damage.

3.2.2 Audits

During the term of the Contract and for three (3) years after the payment of the final Commissions due under the Contract, on reasonable notice and during customary business hours, DOC or its representative may audit the Contractor's records and other materials that relate to the ITS.

All records related to the Contract must be kept in a single location, either at the Contractor's principle place of business or its place of business where the work was done. If this is not practical, the Contractor will assume the cost of collecting, organizing, and relocating the records and any technology needed to access the records to the Contractor's office nearest Oklahoma City whenever DOC or anyone else with audit rights requests access to the Contractor's ITS records. The Contractor will do so with all due speed, not to exceed five (5) business days.

If any audit reveals material deviation from the Contract specifications, misrepresentation, or underpayment to DOC, DOC will be entitled to recover damages, as well as the cost of the audit.

3.2.3 Equal Employment Opportunity

By response to this Bid, the Contractor certifies that it is an Equal Opportunity Employer in compliance with the 1964 Civil Rights Act, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, as amended, and Executive Orders 11246 and 11375.

3.2.4 State Personnel

During the term of the Contract and for one (1) year after completion of the Contract term, the Contractor will not hire or otherwise contract for the services of any State employee involved with the ITS.

3.2.5 Termination

The State may terminate the Contract if the Contractor defaults in meeting its obligations under the Contract and fails to cure its default within the time allowed by the Contract, or if a petition in bankruptcy (or similar proceeding) has been filed by or against the Contractor. The State may also terminate the Contract if the Contractor violates any law or regulation in performance of the Contract, or if it appears to DOC that the Contractor's performance is substantially endangered through no fault of DOC. In any such case, the termination will be for cause, and DOC's rights and remedies will be those identified below for termination for cause.

If the Contractor fails to cure a breach within 30 calendar days after written notice or if the breach is not one that is curable, the State will have the right to terminate the Contract as well as call the performance bond.

If the State terminates the Contract for cause, it will be entitled to cover for the ITS by using another contractor on such commercially reasonable terms as it and the covering contractor may agree. The Contractor will be liable to DOC for all costs related to covering for the ITS. The Contractor will also be liable for any other direct damages resulting from its breach of the Contract or other action leading to termination for cause.

Any default by a subcontractor of the Contractor will be treated as a default by the Contractor. The Contractor will be solely responsible for satisfying any claims of its subcontractors for any suspension or termination and will indemnify the State and DOC for any liability to them. Each subcontractor will hold the State and DOC harmless for any damage caused to them from a termination. They will look solely to the Contractor for any compensation to which they may be entitled.

3.2.6 DOC Responsibilities

The Contractor, by responding to this ITB, warrants that the Contractor has either inspected the facilities and/or equipment or has voluntarily waived an inspection and will work with the equipment and/or facilities on an "as is" basis.

3.2.7 Changes

The Department of Central Services and DOC may make reasonable changes, within the general scope of the ITS, in any one or more of the following:

(i) project tasks or subtasks; (ii) time or place of delivery; or (iii) period of performance. DOC will do so by issuing a written order under the Contract describing the nature of the change ("Change Order"). Additionally, if DOC provides directions or makes requests of the Contractor without a change order, and the Contractor reasonably believes the directions or requests are outside the specifications for the ITS, the Contractor will have the right to request a Change Order from DOC. Statement of work and specifications changes will be managed as follows:

1. Changes in the Commission Rate will be provided by the Contractor to DOC.
2. DOC will execute a Change Order once it and the Contractor have agreed on the description of and specifications for the change as well as any equitable adjustments that need to be made in the Commission Rate or time or place of delivery or the performance schedule for the ITS.
3. Within five (5) business days after receiving the Change Order, the Contractor will sign it to signify agreement with it.

If a change causes a modification to the Commission Rate or the time or place of delivery or time required for the performance of the Contract, the Contractor will notify DOC in writing and request an equitable adjustment in the Commission Rate and/or delivery schedule before the Contractor signs the Change Order. If the Contractor claims an adjustment under this section in connection with a change to the Contract not described in a written Change Order, the Contractor must notify DOC of the claim within five (5) business days after the Contractor is notified of the change and before work on the change begins. Otherwise, the Contractor will have waived the claim. In no event will DOC be responsible for any change in the Commission Rate or revision in any delivery schedule or time required for performance of the Contract unless the relevant change was specifically ordered in writing by DOC and/or the Contractor has complied with the requirements of this section. Provided DOC has complied with the procedure for Change Orders in this section, nothing in this clause will excuse the Contractor from proceeding with performance of the Contract, as changed.

3.2.8 Excusable Delay

Neither party will be liable for any delay in its performance that arises from causes beyond its control and without its negligence or fault. The delayed party will notify the other promptly of any material delay in performance and will specify in writing the proposed revised performance date as soon as practicable after notice of delay. In the event of any such excusable delay, the date of performance or of delivery will be extended for a period equal to the time lost by reason of the excusable delay. The delayed party must also describe the cause of the delay and what steps it is taking to remove the cause. The delayed party may not rely on a claim of excusable delay to avoid liability for a delay if the delayed party has not taken commercially reasonable steps to mitigate or avoid the delay. Things that are controllable by the Contractor's subcontractors will be considered controllable by the Contractor.

However, this provision shall not apply to the final installation date specified in the Calendar of Events in Section 1.6. Failure to complete installation by the due date, with or without an otherwise excusable delay, will result in call of the performance bond.

3.2.9 Independent Status of the Contractor

The parties will be acting as independent contractors. The partners, employees, officers, and agents (Personnel) of one party, in the performance of the Contract, will act only in the capacity of representatives of that party and not as Personnel of the other party and will not be deemed for any purpose to be Personnel of the other. Each party assumes full responsibility for the actions of its Personnel while they are performing services pursuant to the Contract and will be solely responsible for paying its Personnel (including withholding of and/or paying income taxes and social security, workers' compensation, disability benefits and the like). Neither party will commit, nor be authorized to commit, the other party in any manner. The Contractor's subcontractors will be considered the agents of the Contractor for purposes of the Contract.

3.3 Confidential Information

DOC may disclose to the Contractor written material or oral or other information that DOC treats as confidential ("Confidential Information"). Title to the Confidential Information and all related materials and documentation DOC delivers to the Contractor will remain with DOC. The Contractor agrees to treat such Confidential Information as secret if it is so marked, otherwise identified as such, or when, by its very nature, it deals with matters that, if generally known, would be damaging to the best interests of the public, other contractors or potential contractors with DOC, or individuals or organizations about whom DOC keeps information. By way of example, information should be treated as confidential if it includes any proprietary documentation, materials, flow charts, codes, software, computer instructions, techniques, models, information,

diagrams, know-how, trade secrets, data, business records, or marketing information. Such confidential information also includes police and investigative records, files containing personal information about individuals or employees of DOC, such as personnel records, tax records, and so on, court and administrative records related to pending actions, any material to which an attorney-client, physician-patient, or similar privilege may apply, and any documents or records expressly excluded by Oklahoma law from public records disclosure requirements.

The Contractor agrees not to disclose any Confidential Information to third parties and to use it solely to perform the Contract. The Contractor will restrict circulation of Confidential Information within its organization and then only to people in the Contractor's organization that have a need to know the Confidential Information to perform the Contract. The Contractor will be liable for the disclosure of such information whether the disclosure is intentional, negligent, or accidental, unless otherwise provided below.

3.4 Ownership of ITS Components

All operating and application software installed and all installed equipment other than inside wiring shall at all times remain the property of the Contractor. Inside wiring will become the property of DOC upon installation, although the Contractor retains the responsibility for necessary maintenance, upkeep, and upgrade of such wiring for the duration of the Contract.

3.5 Representations, Warranties And Liabilities

By responding to this ITB, the Contractor makes the following warranties and representations:

3.5.1 General Warranties

By signing the final Contract, the Contractor warrants that the recommendations, guidance, and performance of the Contractor under the Contract will: (1) be in accordance with sound professional standards and the requirements of the Contract and without any material defects; (2) unless otherwise provided in the ITB, be the work solely of the Contractor; and (3) no Deliverable will infringe on the intellectual property rights of any third party.

Additionally, with respect to the Contractor's activities under the Contract, the Contractor warrants that: (1) the Contractor has the right to enter into the Contract; (2) the Contractor has not entered into any other contracts or employment relationships that restrict the Contractor's ability to perform the contemplated services; (3) the Contractor will observe and abide by all applicable laws and regulations, including those of DOC regarding conduct on any premises under DOC's control; and (4) the Contractor has good and marketable title to any goods delivered under the Contract and in which title

passes to DOC.

The warranty regarding professionalism and material defects is in effect for the term of the Contract. All other warranties will be continuing warranties. If any portion of the ITS fails to comply with these warranties, and the Contractor is so notified in writing, the Contractor will correct such failure with all due speed. The Contractor will also indemnify DOC for any direct damages and claims by third parties based on a breach of these warranties. DOC agrees to give the Contractor notice of any such claim as soon as reasonably practicable and to allow the Contractor to control the defense of the claim.

If a successful claim of infringement is made, or if the Contractor reasonably believes that an infringement claim that is pending may actually succeed, the Contractor will do one (1) of the following three (3) things: (1) modify the Deliverable so that it is no longer infringing; (2) replace the Deliverable with an equivalent or better item; or (3) acquire the right for DOC to use the infringing Deliverable as it was intended for DOC to use under the Contract

3.5.2 Equipment Warranty

By responding to this ITB, the Contractor warrants that equipment provided in connection with the ITS fully complies with all government environmental and safety standards applicable to the equipment. The Contractor also warrants for the term of the contract, from the acceptance date of the equipment that the equipment will perform substantially in accordance with specifications described in the ITB.

3.5.3 Indemnity for Property Damage and Bodily Injury

By responding to this ITB, the Contractor agrees indemnify DOC for all liability and expense resulting from bodily injury to any person (including injury resulting in death) and damage to property arising out of the performance of the Contract, providing such bodily injury or property damage is due to the fault of the Contractor, its employees, agents, or subcontractors and occurs without negligence on the part of DOC or any of its employees.

Additionally, the Contractor agrees to indemnify and hold the State and DOC harmless against any and all deficiencies or liabilities resulting from any negligence on the part of the Contractor or non-fulfillment of any term or condition of the Contract. The Contractor shall also indemnify and hold the State and DOC harmless under the Contract from any and all assessments, judgements, costs, legal or other expenses incidental to any of the foregoing.

3.5.4 Limitation of Liability

Except as expressly provided in the Contract, neither party will be liable for any

indirect, incidental, exemplary, or consequential damages, including loss of profits, even if the party knew or should have known of the possibility of such damages.

3.6 Law & Courts

3.6.1 Compliance with Law

By responding to this ITB, the Contractor agrees to comply with all applicable federal, state, and local laws in performing the Contract.

3.6.2 Drug-Free Workplace

By responding to this ITB, the Contractor agrees to comply with all applicable state and federal laws regarding keeping a drug-free workplace. The Contractor will make a good faith effort to ensure that all the Contractor employees, while working on state property, will not have or be under the influence of illegal drugs or alcohol or abuse prescription drugs in any way.

3.6.3 Conflicts of Interest

By responding to this ITB, the Contractor agrees that no personnel of the Contractor may voluntarily acquire any personal interest that conflicts with their responsibilities under the Contract. Additionally, the Contractor agrees to not knowingly permit any public official or public employee who has any responsibilities related to the Contract or the ITS to acquire an interest in anything or any entity under the Contractor's control if such an interest would conflict with that official's or employee's duties. The Contractor will disclose to DOC knowledge of any such person who acquires an incompatible or conflicting personal interest related to the Contract. And the Contractor will take steps to ensure that such a person does not participate in any action affecting the work under the Contract. But this will not apply when DOC has determined, in the light of the personal interest disclosed, that person's participation in any such action would not be contrary to the public interest.

3.6.4 Injunctive Relief

Nothing in this ITB is intended to limit DOC's right to injunctive relief if such is necessary to protect its best interests or to keep it whole.

3.6.5 Assignment

The Contractor may not assign the Contract or any of its rights or obligations under the Contract without the prior, written consent of DOC.

3.6.6 Governing Law

This final Contract will be governed by the laws of Oklahoma.

3.6.7. Contract

If this ITB results in a Contract award, the "Contract" shall be defined as this ITB, written attachments to this ITB, written amendments, the Contractor's Bid, written, authorized amendments to the Contractor's Bid, and any revisions and changes. The "Contract" shall also include any amendments, revisions, changes and attachments that comprise and define the formal contract. It will also include any materials incorporated by reference in the above documents and any purchase orders and change orders issued under the Contract. The general terms and conditions for the Contract are contained in Section 3 of this ITB. If there are conflicting provisions between the documents that make up the Contract, the order of preference for the documents is as follows:

1. This ITB, with any amendments;
2. The documents and materials incorporated by reference in the ITB;
3. The Contractor's Bid, as amended; and
4. The documents and materials incorporated by reference in the Contractor's ITB Response.

Notwithstanding the order listed above, change orders and amendments issued after the Contract is executed may expressly change the provisions of the Contract. If they do so expressly, then the most recent of them will take precedence over anything else that is part of the final Contract.

SECTION 4 - BID SUBMISSION INSTRUCTIONS

4.1 General

4.1.1 Prescribed Bid Format

The format of the Bid is described in detail in this Section and should not be modified by the Contractor. Any Bid not conforming to this prescribed format may be rejected.

Contractors are discouraged from including any other materials in their Bid information not requested in this Section. If the Contractor decides to include information that has not been requested, it should be in a separately marked section at the back of the Bid.

The Bid must be clearly marked "Inmate Telephone System" with the bid number and due date on the outside of each sealed envelope.

4.1.2 Bid Contents

The first page of the Bid must be the following table of contents:

Section No.	Section Description
1	Central Purchasing Form CP2
2	Contractor Profile and Supplemental Information
3	Contractor References
4	Contractor Stability
5	Proof of Insurance
6	Performance Bond
7	Required Work & Specifications
8	Optional Work & Specifications
9	Commission Rate
10	Signing Bonus
11	Site Visit Certificate

An identifiable tab must precede each section for easy reference.

Each section of the Bid must contain the information described later in this Section.

Each page shall be numbered as follows: Section No. - Page in Section (e.g. 1-1, 1-2, 1-3, etc. through 8-1, 8-2, 8-3 etc.).

4.1.3 Number

Each

4.1.4 Success

Central

1401

4.1.5 Owner

4.1.6 Proficiency

DOG... ensure that the bid represents its best response to the RFB.

4.1.7 Amendments to Bids

Amendments... will be... after the deadline.

4.1.8 Offer

The... of this... Contract... Bid...

4.2 Central Purch

Central... signed, no... include the...

original.

4.3 Contractor Profile and Supplemental Information

A statement providing the following information must be filed in the Bid as Section 2:

1. The Contractor's legal structure (e.g., an Oklahoma corporation), Federal tax identification number, principal place of business, and date of incorporation.
2. The name, telephone number, and fax number of a contact person who has authority to answer questions regarding the Bid.
3. A list of all subcontractors, if any, that the Contractor will use in performance of the Contract.
4. An acknowledgement of receipt of issued addenda, if any.
5. An acknowledgement the Contractor will pay to DOC a \$250,000 signing bonus within 5 business days of Contract award. This signing bonus will be due in addition to the Commissions payable under the Contract.

4.4 Contractor References

Reference information must be provided using the form in Appendix A. Three (3) references must be provided for similar projects performed by the Contractor. The Contractor must make three (3) copies of Appendix A, complete fully for each reference, and file in the Bid as Section 3.

Each reference must relate to a separate inmate telephone system of at least 100 phones and 5 facilities. Three separate contacts capable of discussing the Contractor's performance must be provided for each reference.

4.5 Contractor Stability

Contractors must meet specific longevity and gross revenue requirements in order to be considered for award of the Contract. Appendix B: Contractor Stability, must be completed by the Contractor and filed in the Bid as Section 4.

Contractors must have provided ITS services for at least five (5) years as of the date of their response to this ITB. Additionally, Contractor gross revenue must have exceeded \$200 million for each of the three most recent completed fiscal years. Contractors not meeting these qualifications will be eliminated from consideration.

4.6 Proof of Insurance

The Contractor must provide a current certificate of coverage for workers' compensation insurance and a current certificate of insurance for liability coverage as described below. These two (2) certificates must be filed in the Bid as Section 5.

The Contractor will provide the following insurance coverage at its own expense throughout the term of the Contract:

- (a) Workers' compensation insurance, as required by Oklahoma law.
- (b) Liability insurance in the amount of at least \$1,000,000 to adequately compensate persons for injury to their person or property occasioned by an act of negligence by the Contractor, its agent, employee, or the like.
- (c) The "Certificate of Insurance" attached to the Bid must show the State of Oklahoma as a certificate holder.

4.7 Performance Bond

The Contractor must enclose a signed letter of commitment from a bonding company authorized to do business in Oklahoma for the performance bond described below. This letter of commitment must be filed in the Bid as Section 6.

The winning Contractor will provide the State with a performance bond within fifteen (15) calendar days after notification of the award. The terms and conditions of the bond must be reviewed and approved by Department of Central Services' legal counsel. The performance bond shall be acquired in the amount of five hundred thousand dollars (\$500,000.00) from a surety company authorized to do business in the State of Oklahoma, and must be executed at no cost to DOC. The term of the bond shall be concurrent with the term of the Contract and any extensions of the Contract's initial term.

The bond will serve as an assurance that the Contractor and all of its subcontractors will comply with the requirements of the Contract and payment of the Commissions to DOC. The bond will also indemnify the State against all direct damages suffered due to any failure of the Contractor to properly perform.

The bond may be called in whole or part at the election of the State. Election by the State to not call the bond despite occurrence of a triggering condition shall not be interpreted as a waiver of right to later call the bond based on that same event, a similar event, or a distinct event.

Failure of the Contractor to provide the bond on or before the date it is required to be delivered to the State will result in a breach of the Contract without a cure period and termination of the Contract for cause. Early termination of this bond by the Contractor is strictly prohibited.

4.8 Required Work and Specifications

The Contractor must complete Appendix C: Required Work and Specifications and file in the Bid as Section 7.

Section 5 details the work and specifications required under this ITB. All required work and specifications must be met for the Bid to be considered responsive. A Bid will be considered non-responsive for failing to meet any one required specification.

4.9 Optional Work and Specifications

The Contractor must complete Appendix D: Optional Work and Specifications and file in the Bid as Section 8.

Section 6 details the work and specifications that are optional under this ITB. Points shall be awarded for each optional specification present. These points will be accumulated and considered in the award decision as described in Section 7. It is important to note that optional features will only be considered in the evaluation process in the event of tied Commission Rates. No optional specification offered by the Contractor in its Bid may reduce the Commission Rate proposed.

4.10 Commission Rate

Appendix E: Commission Rate must be completed and filed in the Bid as Section 9.

4.11 Signing Bonus

The Contractor must include a letter acknowledging the Contractor's responsibility to pay a \$250,000 signing bonus to DOC within 5 business days of Contract award. This acknowledgement must be filed in the Bid as Section 10.

This signing bonus will be due in addition to the Commissions payable under the Contract.

4.12 Site Visit Certificate

This Contractor must include a copy of the Site Visit Certificate found in Appendix G. This document should comprise section 11 or your bid document.

For each site, the Contractor must either sign that they waive their right to attend a scheduled site visit for that site or they must secure the signature of the site telephone coordinator on the day of the site visit. If you waive the right to attend the site visit, the signature must be the signature of a valid agent of the Contractor.

SECTION 5 – STATEMENT OF WORK & SPECIFICATIONS - REQUIRED

5.1 General Contractor Responsibilities

5.1.1 The Contractor must establish an internal "Account Team" of site coordinators to interface with DOC for the ITS. This Account Team will serve DOC as the single-point-of contact all services required in this ITB including equipment installation, system and network design services, system programming services, system transition and implementation services, post installation programming, update and maintenance services, and commission rate services.

The Contractor must provide access to the Account Team by email address as well as toll-free telephone, pager and fax numbers.

5.1.2 The Contractor shall be responsible for compliance with all regulatory requirements imposed by local, state and federal regulatory agencies for all systems and services provided throughout the duration of the Contract.

5.1.3 The Contractor must represent and warrant that the product(s) and/or service(s) proposed for the Contract are Year 2000 compliant.

1. Year 2000 compliant means information technology that accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations.
2. In addition, Year 2000 compliant information technology must continue to fully operate upon change of the year 1999 to 2000 and continue to provide all features and functions without re-booting, re-programming or any other interaction that would cause "downtime" with the system.
3. Furthermore, Year 2000 compliant information technology, when used in combination with other information technology, shall accurately process date/time data if the other information technology properly exchanges date/time date with it. This warranty shall survive the expiration or termination of the Contract.

5.1.4 The Contractor's Account Team must accept system programming and maintenance orders only from authorized personnel with DOC. The Contractor will be responsible for all charges associated with "unauthorized" service repairs, additions, or changes performed by the Contractor.

5.1.5 The Contractor shall be responsible for making all system modifications necessary to allow inmates to place calls as industry dialing requirements change at no cost to DOC. Such modifications must be made in a timely manner to ensure proper use of the system by inmates and DOC personnel.

5.1.6 The Contractor shall be responsible for complying with and updating the ITS for any regulatory changes and requirements during the life of the contract. These regulatory changes include federal, state or local municipal modifications. These changes must be made in a timely manner and at no cost to DOC.

5.2 General System Requirements

The ITS must meet or exceed the following requirements.

5.2.1 The ITS must include a call processing and control system located at each facility of DOC with an ITS as well as recording and monitoring equipment.

5.2.2 The Contractor must provide one type of ITS for all DOC locations. All system hardware, software and support systems must be the same in each DOC facility.

5.2.3 The call processing and control system must provide for all telecommunications capabilities for inmate services and be physically and logically separate from the DOC's administrative communications systems.

5.2.4 The ITS must be provided to DOC at no cost. The ITS proposed for DOC must include full design, installation, on-going maintenance, and administration.

5.2.5 The ITS must provide any and all network services (local exchange and toll/collect services) required by the ITS during the Contract term.

5.2.6 The ITS must allow inmate access to collect call services as described in this ITB document.

5.2.7 The ITS must operate in a "collect call only" mode.

5.2.8 The Contractor will install additional phone systems above the minimum number stated in Section 1.8 when required to maximize revenue or requested by the DOC. Such additional phones, as well as related infrastructure changes, must be approved in advance by the DOC.

5.2.9 The collect call automated announcement function of the ITS must be capable of processing calls on a selective bilingual basis: English and Spanish. This feature should default to English but DOC must be able to select Spanish by PIN or by specific telephone number assigned to a PIN. The inmate must not be able to change the language heard by the call recipient.

- 5.2.10 The proposed ITS must be restricted to outgoing calls only. The system must not process incoming calls at any time.
- 5.2.11 The Contractor must agree, in its response, that it will keep all call processing and call rating information current. This information includes, but is not limited to local exchanges, area codes, country codes, vertical and horizontal coordinates and any other information necessary to accurately process and rate calls. The Contractor must quickly provide any rate information for all calls upon request by DOC at any time during the term of the Contract.
- 5.2.12 Contractor must make every effort to insure that local calls are not passed off to any other carrier not authorized by the Contract.
- 5.2.13 The ITS must provide telephone reception quality meeting all industry standards for service quality as defined by the Federal Communications Commission (FCC).
- 5.2.14 The proposed ITS must not provide a second dial tone to an inmate telephone without the inmate hanging up the telephone receiver after the first call is completed.
- 5.2.15 The ITS must allow for an agreed to "ring time" before an inmate call is disconnected.
- 5.2.16 The proposed ITS must provide notification to an inmate of the call status (i.e., ringing, busy, etc.). This notification may either be in the form of ringing, busy tones, standard information tones (SIT), or appropriate recorded messages.
- 5.2.17 The proposed ITS shall not allow the inmate to speak to the called party until the call has been accepted.
- 5.2.18 The proposed ITS must allow the inmate to hear the processing of the placed call to determine if SIT tones with message or an answering device (i.e., answering machine, voice mail, etc.) has answered the call. At no time shall the system allow the inmate to speak (restricted voice channel) until the call has been accepted by the called party.
- 5.2.19 The proposed ITS must allow for DOC to program times when the system will be available or unavailable to inmate calling.

5.3 Remittance of Commissions

The Contractor must remit the Commissions to the DOC no later than 45 days after the close of the billing month. For example, a commission check for calls made during March will be forwarded to the DOC no later than May 15th.

5.4 Personal Identification Number (PIN) Mode

5.4.1 The ITS must restrict use through authorized Personal Identification Numbers (PINs) assigned to each inmate. The length of these PINs must be determined by DOC and remain consistent throughout DOC facilities (see 5.4.2).

5.4.2 The ITS must use DOC's current inmate PIN assignments and numbering plan.

5.4.3 The ITS must allow each PIN to have a "class of service" assigned. For example, duration of each call, etc. The proposed system must provide call restrictions by individual PIN that provide any or all of the following restrictions:

1. Inmates can be either approved or not approved to make phone calls by PIN.
2. Inmates, via the PIN, can be restricted to a specific telephone or group of telephones, at DOC's option.
3. Limit duration of call: Maximum call duration can be set globally (all PINs), by site, by facility area, by individual inmate's PIN, or by specific telephone number assigned to a given PIN, at DOC's option.
4. Limit duration of call: Maximum call duration can be set for each type of call (Local, intraLATA, interLATA, interstate).
5. Restrict time of day calling. An allowed calling schedule can be provided for each specific PIN, by facility area, by site and globally (all PINs). The global restrictions can take precedence over individual PIN restrictions, at DOC's option.
6. Limit number of calls. The number of calls per time period can be restricted by PIN or facility, at the DOC's option. The DOC can determine the time period (e.g. day, week, etc.)
7. Allow calls only to telephone numbers included on an authorized list.

5.4.4 The ITS's PIN feature must ensure that the automated operator function uses the inmate's pre-recorded name (recorded in either the inmate's voice and language, or in the voice of an administrator) to announce to the called party from whom the call is originating. Identification of the specific inmate and thus the announcement of the inmate's name must be performed by the PIN assignment.

5.4.5 The Contractor must agree to use an announcement similar to the existing announcement with the new ITS. This announcement will be subject to DOC approval.

5.4.6 The ITS must allow for a restricted number list for each PIN of up to at least 100 telephone numbers. There must not be any limit on the total number of PIN numbers that may be established per facility or on the total number of restricted numbers per facility.

5.5 Non-PIN Mode

5.5.1 The ITS must be capable of de-activating the PIN feature by individual inmate telephone, groups of telephones and/or entire facilities, at DOC's option. Regardless of this deactivation, the ITS must restrict inmate calls to collect only calls. When in this mode, inmates will not be required to input a PIN and may dial any number not blocked as described below.

5.5.2 The ITS must block all calls made to any telephone numbers which incur excess charges including, but not limited to: 900, 972, 976, 550.

5.5.3 The ITS must block all inmate calls to current long distance carrier access numbers (i.e., 1010333, 1010285, etc.) or future 101-xxxx carrier access numbers.

5.5.4 The ITS must block all local numbers which access long distance carriers.

5.5.5 The ITS must block all inmate access to directory assistance access numbers (i.e., 411, 555-1212, etc.).

5.5.6 The ITS must block all inmate access to toll free numbers (i.e., 500, 700, 800, 888, 877, etc.). The Contractor shall be responsible for ensuring that the system is programmed for such blocking.

5.5.7 Contractor must make every effort to insure that local calls are not passed off to any other carrier not authorized by this contract. This will include call forwarding from a local ANI to any of the list of numbers required to be blocked.

5.6 Restrictions and Fraud Control Features

5.6.1 In order to limit possible telephone fraud, it is required that a fraud prevention feature be available, which will be able to randomly interject pre-recorded announcements throughout the duration of the conversation to the called party and caller indicating the source of the call.

5.6.2 The proposed ITS must be able to detect the called party's attempt to initiate a "3-Way" or "Conference Call" with a third party.

5.6.3 The proposed ITS must detect unusual or suspicious number sequences dialed or dialing patterns which the system identifies as possible attempts to commit

fraud.

5.6.4 The proposed ITS must be able to detect calls placed by designated inmates to specific numbers that has been assigned alert status.

5.6.5 When the proposed ITS detects a call identified as restricted or potentially fraudulent, it must log the incident to a report and terminate the call.

5.7 General Station Equipment Requirements

5.7.1 All ITS station equipment must be installed in all DOC institutions receiving ITSs, at no cost to DOC.

5.7.2 The Contractor must provide all required materials, hardware, software and station cabling (where re-use is unavailable or new locations are required) to install the ITS station equipment.

5.7.3 All ITS station equipment must be powered by the telephone line and require no additional power source.

5.7.4 All ITS station equipment must have the physical and design characteristics that include all of the following:

1. A chrome plated DTMF tone dial that is water, flame and shock resistant
2. A hearing aid compatible handset
3. A steel housing that protects the electronic components of the telephone
4. A paint/finish that is mar and scratch resistant
5. A faceplate with concise dialing and operating instructions
6. An 18" armored handset cord that is resistant to stretching and breaking
7. A tamper proof housing
8. A floating case hardened metal plate to prevent side drilling entry
9. An installation reinforced by security studs to prevent easy removal of the telephone

5.7.5 The majority of the ITS station equipment shall be permanently mounted wall telephones.

5.7.6 The ITS station equipment must be compact in design.

5.7.7 The ITS station equipment shall be true dual-tone multifrequency (DTMF).

5.7.8 The ITS station equipment shall not be capable of programming any feature of the proposed ITS.

5.7.9 The ITS station equipment shall not be programmable for any purpose.

5.7.10 The ITS station equipment must not include coin entry slots or coin return slot regardless of whether these functions are disabled on the station equipment.

5.7.11 The Contractor shall provide a unique number, physically imprinted on each ITS Station Set so that the number can be seen by DOC staff for the purpose of reporting troubles and troubleshooting problems. As new ITS Station Sets are added or replaced they shall be identified in the same manner and all appropriate paper work shall be updated to reflect the addition. These same numbers shall be used by any reports referring to specific ITS Station Sets.

5.7.12 The ITS station equipment shall be capable of reducing background noise through the use of confidencers or directional microphones in the handset.

5.7.13 All ITS station equipment shall provide volume controls which allow inmates to amplify the called party's voice.

5.7.14 The Contractor shall provide dialing instructions in English and Spanish on each ITS Station Set in a manner which reduces the possibility of their being destroyed.

5.7.15 The Contractor shall provide a "warning" statement in both English and Spanish on each ITS Station Set that states "This Call is Subject to Monitoring and/or Recording" in a manner which reduces or eliminates the possibility of its being destroyed.

5.7.16 The Contractor shall maintain the above-mentioned station set dialing instructions and warning statements for legibility and accuracy during the course of the Contract.

5.8 Voice Quality

5.8.1 The Contractor must propose an ITS that provides a quality of connections that meet or exceed appropriate industry standards in the United States and enacted by appropriate standards organizations for transmitted and received levels, noise, cross talk and frequency range (i.e., Bellcore, ANSI, etc.).

5.8.2 The voice quality level listed above shall be in place for all telephone services at all stages of a call and shall not be affected by any other ITS feature, function or capability.

5.9 Americans with Disabilities Act Compliance (ADA)

5.9.1 All of the ITS station equipment shall be compatible with telecommunications for the deaf (TDD/TTY) equipment.

5.9.2 The Contractor shall be responsible for providing a single TDD/TTY device for the ITS at each DOC institution.

5.9.3 The ITS TDD/TTY equipment shall be portable, such that it can be used with any ITS station set at DOC institution.

5.9.4 The ITS TDD/TTY equipment shall allow inmates to communicate via keyboard entry.

5.9.5 The ITS TDD/TTY equipment shall contain a display (i.e., LCD, LED, etc.) and a printer device.

5.9.6 The ITS TDD/TTY equipment must have real-time monitoring capability so that whatever is keyed is immediately displayed at a remote monitoring area or site.

5.9.7 The ITS shall record the entire call except for calls to the inmate's legal council at specific pre-designated numbers.

5.9.8 The Contractor shall provide decoding and playback capability. The system shall not rely on paper copy only.

5.10 Call Management

5.10.1 The Contractor shall provide the collect call services required in this ITB through the use of an Automated Operator. At no time shall an inmate be connected to a "live" operator.

5.10.2 The Contractor shall assume responsibility for billing called parties receiving collect calls from the ITS and for the collecting of payments for these calls.

5.10.3 The Contractor shall provide a toll free number allowing call recipients to contact the Contractor for assistance in billing matters. This number must be clearly shown on the called party's bill. The customer service function may not be subcontracted.

5.10.4 The Contractor shall endeavor to handle billing disputes in an equitable manner. Disputes that cannot be resolved to the satisfaction of the call recipient must be brought to the attention of an Arbitrator to be designated by DOC. The Arbitrator will determine how much, if any, of the disputed charges may be billed by the Contractor. Any excess must be forgiven by the Contractor.

The Contractor is not responsible to remit the Commissions that would otherwise be payable for charges forgiven by the Arbitrator.

5.10.5 The Contractor shall provide all local, intraLATA, interLATA and interstate collect call services at all DOC institutions where the ITS is installed. The Contractor shall be responsible for installing and maintaining all telephone circuits necessary to provide the required collect call services.

5.11 Call Costs or Call Rates

5.11.1 The Contractor's average rates charged to the called party for collect calls within Oklahoma shall not substantially exceed average rates charged by other major telecommunications carriers.

5.11.2 The Contractor's connect fees charged to the called party for collect calls within Oklahoma shall not substantially exceed average rates charged by other major telecommunications carriers.

5.11.3 The Contractor's rates charged to the called party for collect calls outside of Oklahoma, regulated by the FCC, shall not exceed the Message Toll rates for collect long distance calls and the service charge for Inmate Class of Service Operator Station Collect set by the inter-exchange carrier with the highest yearly domestic long distance toll revenues (currently AT&T).

5.11.4 The Contractor's connect fees charged to the called party for collect calls outside of Oklahoma, regulated by the FCC, shall not exceed the service charge for Inmate Class of Service Operator Station Collect set by the inter-exchange carrier with the highest yearly domestic long distance toll revenues (currently AT&T).

5.11.5 The Contractor shall collect all revenue from the called party for collect calls placed by inmates.

5.11.6 The ITS must inform the call recipient of the connect fee rate and per-minute rates applicable to each call. The ITS may announce the rates automatically or provide a prompt giving the call recipient the option to hear the rates.

5.11.7 Timing for per-minute fees may not begin before positive acceptance of the call.

5.11.8 Call times must be rounded to the nearest minute or fraction of a minute.

5.12 Payment of Commissions

5.12.1 The Commissions paid to DOC will be based on Gross Revenue. Gross Revenue is defined as revenue for all accepted calls without exception. The Contractor shall not deduct fraudulent or uncollectible calls from the Gross Revenue prior to applying the Commission Rate for DOC, with the exception of disputed bills specifically forgiven by DOC.

5.12.2 The Contractor must make a single payment each month that includes revenues earned at all facilities. This check must be accompanied by a supporting report described in Section 5.21 and Appendix F.

5.12.3 All payments and accompanying reports must be sent to the following address:

Attn: Parent Canteen Board Secretary
Oklahoma Department of Corrections
3400 Martin Luther King
Oklahoma City, OK 73111

5.13 Maintenance

5.13.1 Maintenance Standards

For the term of the Contract, the Contractor is responsible for replacement of the ITS in its entirety or its individual components regardless of cause including, but not limited to, normal wear/use, inmate abuse, natural disaster, or inmate unrest. This system or component replacement, as necessary, will be performed at no cost to the DOC.

Equipment maintenance by the Contractor will be completed within eight (8) business hours after notification by DOC that maintenance is required. In the case of preventative maintenance, the Contractor will perform such in accordance with the manufacturer's published schedule and specifications. If maintenance is not completed or substitute equipment provided within eight (8) hours after notification by DOC, the Contractor will be in default.

All maintenance will also meet any standards contained in the ITB. Failure of the Contractor to meet or maintain these requirements will provide DOC with the same rights and remedies specified elsewhere in the ITB for default, except that the Contractor will only have eight (8) hours to remedy a default.

5.13.2 Response to Maintenance Calls

Should any critical component of the ITS provided by the Contractor fail, the Contractor must respond to DOC's maintenance/repair calls in the following manner.

- "Response" to a maintenance call requires that the Contractor must begin remote testing of the system or have a qualified technician (suitably equipped for the installed system, components or system hardware/software) on site at the reporting DOC location.
- After receipt of the service call from DOC, the Contractor is required to notify the reporting facility, by the required response times outlined in this

section, that it has commenced (or completed) remote testing or when a qualified service technician will be on site to facilitate repair of the service.

5.13.3 Maintenance Response Times

1. For routine service, the Contractor must respond to the service problem within four (4) hours of initial trouble report by the DOC facility, through the use of remote testing or access. Records of testing to comply with this requirement must be available to DOC upon request.
2. The Contractor must notify the DOC site contact with remote testing results within six (6) hours of the original trouble report. Otherwise, within six (6) hours of the original service call from the DOC institution, the Contractor must notify the DOC site contact that a technician has been dispatched and must advise the estimated time of arrival.

5.13.4 Critical Component Availability

The Contractor must ensure that critical components are located within the available service area for each DOC institution and that all parts and materials necessary to repair the proposed ITS are readily available to on-site service personnel 24 hours per day, seven days per week, 365 days per year.

5.13.5 Answering of Maintenance Calls

All maintenance calls from DOC shall be answered by the Administrator or a designated backup as described in Section 5.19.

5.13.6 Monthly System Downtime

The Contractor must track all system downtime for each DOC facility and compile and submit per-facility records of these measures for DOC review each month.

5.13.7 Equipment Maintenance Continuity

If the Contractor is unable to provide maintenance services to meet DOC's ongoing performance requirements and if, in DOC's sole opinion, the Contractor is unlikely to resume providing warranty services that meets DOC's ongoing performance requirement, the Contractor will be in default. DOC then will be entitled to the default remedies described in this ITB, including call of the performance bond.

5.13.8 Principal Period of Maintenance (General)

Maintenance will be available 24 hours per day and seven (7) days per week. The Contractor must provide all post installation system programming and maintenance services, including related travel expenses, at no cost to DOC.

5.13.9 Maintenance Access (General)

The Contractor will keep the ITS in good operating condition during the Contract period, and DOC will provide the Contractor with reasonable access to the ITS to perform maintenance. Preventive or scheduled maintenance will be performed at mutually agreeable times.

5.14 Miscellaneous Requirements

5.14.1 Telephone network services provided by the Contractor shall not be capable of being detected by the called party for telephone number identification or Caller ID.

5.14.2 The Contractor shall not charge for calls that result in Special Information Tones (SIT), ring/no answer, busy conditions, or disconnects before positive acceptance of the call.

5.14.3 The Contractor shall not charge connect fees for calls to number called within the previous 15 minutes using the same PIN. The connect fee will apply only to the first call, although regular per-minute charges will still apply to all calls. The 15 minutes shall be compared to the time from the end of the previous call to the beginning of the subsequent call in order to determine whether this provision is applicable. This provision applies only to consecutive calls.

5.14.4 The Contractor shall provide local exchange service at each DOC institution. The local calling area shall be equivalent to the local calling public pay telephone area at each DOC institution. The Contractor must ensure that the proposed ITS is capable of identifying a dialed number as local, based on the pay telephone calling area, and correctly rate and route the call.

5.15 System Calling Protocols

5.15.1 Each call placed through the ITS must be electronically identified by the system as being a call originating from (name of institution), an Oklahoma Correctional Institution, in 100% of the cases, with or without the accompanying inmate PIN.

5.15.2 The ITS must have the capability to accept the called party's response via Dual Tone Multi-Frequency (Touch Tone Pad) input from the telephone.

5.15.3 The ITS shall have the capability to interject messages into a telephone call at random intervals (i.e., "this call is from an Oklahoma Correctional Institution") as deemed necessary by DOC and at DOC determined intervals.

5.15.4 The ITS shall be capable of announcing to the called party the name of the calling inmate. Contractors must provide a mechanism to record an inmate's name one time to be used each time this announcement is required.

5.15.5 The ITS shall be capable of announcing to the called party how to accept calls.

5.16 System Call Recording and Monitoring

5.16.1 The ITS must be capable of recording all inmate calls simultaneously and at any time that a call is placed.

5.16.2 The recording feature must be able to be de-activated on a per number dialed and/or per PIN basis for privileged calls (e.g. calls to attorneys).

5.16.3 The proposed ITS must allow for the monitoring of inmate calls while in process ("real time") by DOC personnel. This monitoring must be allowed by specific inmate telephone or station. All live monitoring must be transparent to the inmate. Any and all equipment and software required to perform this function must be provided with the proposed system.

5.16.4 The voice call recording system proposed with the ITS must be a fully digital system utilizing state-of-the-art digital drives.

5.16.5 The proposed recording system must be capable of capturing the conversation of both parties equally well.

5.16.6 The proposed recording system must provide the highest quality playback possible by limiting compression as may be required.

5.16.7 The proposed recording system must have sufficient storage capacity to record and maintain all voice calls for one (1) year.

5.16.8 In the event that voice calls require storage beyond the one (1) year interval (per court instruction, etc.), such calls shall be tagged and saved.

5.16.9 In the event that voice retention requirements are increased beyond the one (1) year interval, selected equipment shall have the capability without replacement, to meet new storage requirements.

5.16.10 The Contractor must include good quality speakers with each workstation for the best quality playback.

5.16.11 At many times, the recorded telephone conversations of inmates are used as evidence in criminal or DOC violation investigations. It is required that any recording system proposed with the ITS provide a compact, portable playback

system allowing for recorded media to be reviewed on-site at DOC facilities or at required off-site locations. A compact, playback system must be provided for each DOC institution where the ITS is installed as well as for the Central Investigation Unit. Provided equipment must meet the rules of evidence.

5.17 General System Operational Requirements

- 5.17.1 The Contractor must provide and install adequate surge protection for the proposed ITS and its components. The use of traditional "power strips" for surge is not acceptable for this requirement.
- 5.17.2 The Contractor must provide and install adequate lightning protection equipment on all network services supplied for the proposed ITS.
- 5.17.3 The Contractor must provide and maintain an adequate number of uninterruptible power supply (UPS) systems that also have surge protection and line conditioning at each DOC facility capable of supporting all ITS components, including Call Processors and recording and monitoring devices for a minimum of one (1) hour. A UPS capable of supporting each workstation/printer for a minimum of fifteen minutes must also be included.
- 5.17.4 In the case of the loss of commercial power and the failure of the UPS system, the ITS must automatically restrict or "shut off" all inmate station equipment (Telephones) so that no inmate calls can be made until commercial power is restored.
- 5.17.5 The Contractor must provide an ITS capable of recovering from a power outage automatically or remotely once commercial power is restored.
- 5.17.6 The ITS must function within the space limitations of each facility.
- 5.17.7 The Contractor must provide matching manufactured "Equipment Racks" for Call Processors and Recording and Monitoring Equipment. System hardware accessories must also be rack mounted.
- 5.17.8 The Contractor must provide a monitor with each workstation.
- 5.17.9 It is required that access to administrative functions and data be password protected.

5.18 Software Enhancements/Upgrades

The Contractor must provide software enhancements/upgrades to the proposed ITS, other than those specifically requested by DOC, at no additional cost. The installed ITS must always be at the latest general release of the system software including operating systems for the system administration or system reporting terminals/PCs. Beta and Field Test

Software must not be provided unless specifically approved by DOC. Prior to any software upgrades or enhancements, the Contractor shall discuss the software benefits with DOC and proceed only after DOC approval.

5.19. General System Management Requirements

5.19.1 The Contractor must provide on-site personnel to administer the ITS (Administrators). The Administrator for each facility must be the coordinator for all ITS activities, including administration, maintenance, and repair. Each facility's Administrator must be on-site a minimum of twenty (20) hours per week unless a shorter schedule is approved by the facility. These individuals, or designated backup personnel, must be available at all times (24X7X365) through telephone, fax, email, or pager. DOC must always be able to contact a "live" person to address ITS issues within 15 minutes.

5.19.2 The Contractor must propose an ITS that can be administered on or off-site by Contractor or DOC personnel. Although the Contractor is primarily responsible for System administration, DOC staff, located at each facility and the central office, must have the ability to access the ITS via a workstation(s) or PC located at each DOC institution and the central office. The workstation(s) will be used to supplement the Administrator's role and for reporting capabilities.

5.19.3 The Contractor must propose an ITS that allows for changes to be administered in "real time" while the system is in use. The proposed system must not require the system to be taken off line to make additions, changes or retrieve reports.

5.20 Data Back-Up

5.20.1 The Contractor must perform all system and database back-ups and archiving. The Contractor shall provide all archival hardware, supplies, network and recovery procedures necessary to ensure that no data shall be lost.

5.20.2 The Contractor must be capable of recovering all system data for all locations, to the point of full system operation, using a system backup.

5.21 System Reports

5.21.1 The proposed ITS must provide reporting and querying methods and capabilities which provide maximum flexibility, a user friendly interface, speed, efficiency and accuracy.

5.21.2 The proposed ITS must allow for the generation of reports by a DOC facility, a combination of DOC facilities or all DOC facilities.

5.21.3 The proposed ITS must allow for the generation of reports by DOC personnel based on their user level restriction.

5.21.4 The proposed ITS must allow for the generation of standard system reports as well as reports customized for the specific needs of DOC.

5.21.5 The proposed ITS must allow for selected reports to be generated automatically based on DOC criteria (i.e., time of day, volume of calls, particular inmate, etc.).

5.21.6 The proposed ITS must provide adequate processing power and memory to allow for rapid search and report-generation capabilities.

5.21.7 The proposed ITS must allow for all report data to be stored in an ASCII file format on removable electronic storage media (i.e., CD-ROM, high capacity diskette, etc.).

5.21.8 The proposed ITS must allow for all reports to be viewed in hard copy format or viewed on-line by a user with the proper access level.

5.21.9 The proposed ITS must provide for the following reports, at a minimum, to be generated for DOC:

1. Chronological List of Calls
2. Daily Call Volume Summary
3. Daily Call Volume Detail
4. Inmate Account Summary
5. Inmate Account Detail
6. Frequently Dialed Numbers
7. Specific Telephone Number Dialed Usage
8. Suspended Inmate Account
9. Alert Notification
10. Telephone Numbers Called by More Than One Inmate
11. Telephone Numbers Assigned to More Than One Inmate Account
12. Quantity of Calls per Inmate Account
13. Quantity of Minutes per Inmate Account
14. Blocked Telephone Number List
15. Local Exchange Volume (by Exchange)
16. Area Code Volume (by Area Code)

5.21.10 The Contractor must provide, on 3.5" diskette, size permitting, or on CD-ROM otherwise, detail supporting the monthly payment remitted to DOC. The report must be easily reconciled to the total payment and show, at a minimum, gross revenues and commission by call summarized by date and facility. The report must be organized so that the commissions earned on each call can be easily verified to be included in the payment received.

5.22 Inmate Account Information

- 5.22.1 The proposed ITS must provide alert levels to be placed on each particular inmate's account information. Such alert levels must be viewable in real-time mode via the system administration terminal or via printed report.
- 5.22.2 The proposed ITS must allow DOC to restrict any single inmate from placing all calls assigned to his particular PIN with the exception of privileged numbers.
- 5.22.3 The proposed ITS shall provide the preference of English or Spanish voice messages or prompts depending on the individual inmate's account information. The default setting for each inmate shall be English until flagged by DOC personnel to Spanish. This feature shall not allow the inmate to change the language heard by the call recipient.

5.23 Transition and Implementation Requirements

- 5.23.1 The Contractor must furnish or cause to be furnished all labor, supervision, equipment, materials, and supplies necessary to install the proposed system.
- 5.23.2 Downtime required for cutover shall not exceed two (2) hours per facility.
- 5.23.3 In the event of a problem or question of continuity arising during installation of the proposed system, provisions shall be made by the Contractor for joint testing of the system by the Contractor and DOC at no additional cost to DOC.
- 5.23.4 The Contractor will be responsible for the generation and creation of the system database(s) required to provide a fully operational ITS. DOC will provide the Contractor with appropriate information as requested.
- 5.23.5 The current system(s) database information including inmate profile and call records must be retained intact during conversion to the new system.
- 5.23.6 The Contractor must provide, before the first installation, a transition and implementation plan which will address the following in detail:
1. Time line for all facilities
 2. Transition procedures from the existing system to the new system
 3. Pre-installation procedures for each DOC facility
 4. Network service coordination requirements
 5. Software programming and preparation
 6. Equipment delivery schedules
 7. Equipment security procedures
 8. Equipment/system installation procedures
 9. Station equipment installation procedures
 10. System testing

11. Actual system cutover to service.

5.24 System Testing

The Contractor must provide, after Bid award, a complete and comprehensive functional test plan to assure DOC of the system's readiness to accept inmate call out traffic. This test plan must include a checklist of items to be performed by the Contractor's implementation team and verified by DOC staff.

5.25 System Documentation

5.25.1 At the completion of the Contract period, the Contractor must provide a complete set of system reference manuals which must include information specific to the installation at each DOC facility.

5.25.2 The Contractor shall supply trouble logs for all problems reported on the system on an as needed basis.

5.25.3 The Contractor shall supply all necessary documentation to the DOC site administrator relating to maintenance contact numbers, maintenance reporting procedures, maintenance escalation procedures, etc.

5.26 Training Requirements

It is critical to the success of the installation of the ITS that DOC personnel be thoroughly trained in various aspects of the system operation. The Contractor must schedule training through the ITS Coordinators.

5.26.1 The Contractor must provide all end-user training on site at the various DOC facilities within ten (10) days of system cutover at that site. At least eight (8) hours of training must be provided per facility.

5.26.2 The Contractor must provide full training for all assigned system users on how to create, delete and modify inmate records.

5.26.3 The Contractor must provide full training for all assigned system users on how to generate appropriate system reports.

5.26.4 The Contractor must provide full training for all assigned system users on how to maintain alert levels and respond accordingly when these levels are exceeded.

5.26.5 The Contractor must provide full training on the provided recording equipment including the live monitoring of inmate calls, playback of archived calls and the transfer of calls to other media for playback at off-site locations.

5.26.6 The Contractor shall provide full training for all assigned system users on how

to change inmate restriction levels.

5.26.7 The Contractor must provide full training for all assigned system users on how to initiate system restrictions including the shutting down of individual inmate telephones, groups of inmate telephones or the entire facilities' systems.

5.26.8 The Contractor must provide refresher system training for existing DOC personnel when required by DOC at no cost.

5.26.9 The proposed ITS must provide for on-line help for system operation, administration, reporting and management functions.

5.27 Post Installation And Expansion Requirements

5.27.1 When a new DOC facility is opened by DOC, the Contractor shall determine (with DOC) a schedule for installation of an ITS at that location to ensure service as soon as practicable at the new site. The ITS shall be installed at the new facility at no cost to DOC.

5.27.2 The Contractor shall be responsible for making all system modifications necessary to allow inmates to place calls as industry dialing requirements change, at no additional cost to DOC.

5.27.3 The Contractor shall be responsible for complying with and updating the ITS for any regulatory changes and requirements during the life of the contract. These regulatory changes include federal, state, county and municipal modifications. These changes shall be made at no additional cost to DOC.

5.27.4 All call processing and call rating information shall be kept current by the Contractor to ensure inmates' ability to place calls. This information includes, but is not limited to, local exchanges, area codes, country codes, vertical and horizontal coordinates, and any other information necessary to accurately process and rate calls. The Contractor shall provide DOC with rating information for all calls when requested by DOC.

5.28 Other System Requirements

5.28.1 The proposed equipment and software must be in production and installed and in use by one or more customers.

5.28.2 DOC seeks a complete ITS. Any incidental items omitted from these specifications must be provided by the Contractor in order to deliver a complete, working hardware and software configuration and to be in compliance with the specifications. All hardware, software, supplies, and other required components (such as documentation, conversion, training, and maintenance) for the ITS to be complete and useful to DOC shall be provided by the Contractor.

5.29 General Performance Conditions

5.29.1 Installation

1. Installation shall conform to the National Electric Code (NEC) and all other applicable national and local codes and with accepted telecommunications' industry standards.
2. Where components, cables, cabinets, etc. are mounted on walls, ceilings, etc., suitable anchors must be used, so that if any one hanger should fail, the device will remain securely in place.
3. Unless otherwise noted, all cable and components shall be supported by the building structure. In no case shall any cables be fastened to or lay on a suspended ceiling. In no case shall any cables be fastened to the support wires of suspended ceilings, electrical conduits, or any mechanical or plumbing system pipe or other equipment.
4. All manufacturers' recommendations must be strictly adhered to.
5. In cases where existing cabling cannot be used, the Contractor will install new station cabling at no cost to DOC. Any new cabling must include wall plate, cross connection, patch cords, etc. as required by DOC.
6. The Contractor must agree to obtain DOC permission in writing before proceeding with any work that requires cutting into or through girders, beams, concrete or tile floors, partitions or ceilings, or any work that may impair fireproofing or moisture proofing, or potentially cause any structural damage. DOC does not anticipate that such work will be required to install the ITS.
7. The Contractor shall take all steps necessary to protect all building components, finishes and equipment from damage and shall be responsible for the repair or replacement, to the satisfaction of DOC, of all building components, finishes and equipment damaged by the selected Contractor or his workers.
8. Contractor shall at all times, keep the work site free from accumulation of waste materials and/or rubbish resulting from delivery of services.
9. No exposed wiring or wire mold or other surface mounted raceway will be permitted in finished areas.
10. The successful Contractor shall provide all necessary labor, equipment and accessories to complete the job in a satisfactory manner.

11. The Contractor must ensure that all of its work and materials will comply with all local, county, state and federal laws, ordinances and regulations as well as any direction of inspectors appointed by proper authorities having jurisdiction at each DOC facility.
12. Winning Contractor must acquire all necessary permits, etc. Should violation of codes occur relating to this ITS, the selected Contractor shall correct the situation at no cost to DOC.
13. Work may be conducted with other trades. The Contractor shall conduct all work in harmony with other trades

5.29.2 Wiring Standard

1. Contractor shall follow Manufacturers' wiring standards for cross-connect activities and any additional wiring that may be required throughout the building.
2. The successful Contractor shall be responsible for cross-connecting new systems to existing wiring schemes. Contractor may not assume that existing facility wiring will be properly labeled and identified.
3. Grounding and bonding shall meet or exceed EIA/TIA-607.
4. Additional telephone station wiring shall be twisted pair, 24 gauge, Category 5, and shall be UL listed CMP, and shall conform to accepted industry, FCC and NEC Standards as applicable to size, color code, insulation, etc. All Contractor installed wiring shall be new and shall remain the property of DOC at the end of the Contract period.
5. Cable connectorization, splicing and termination shall be done in accordance with Industry Accepted Practices and manufacturer's instructions.
6. All supporting devices for the cabling must not pinch, bind, crimp, or in any other manner cause the physical or performance characteristic alterations of the cables.
7. All costs associated with the testing of wiring, both new and old, in preparation for the implementation of the new systems, will be the responsibility of the Contractor, and shall be included in Contractor's response.
8. Successful Contractor shall be responsible for assuring that existing station wiring will not adversely affect the performance of the Contractor's proposed equipment or subsystems and that distribution to user terminals will meet manufacturers and DOC requirements.

9. The Contractor must work with DOC to determine the exact times when inmate station equipment (Telephones) can be replaced to reduce "down time".

5.29.3 Patching and Painting

1. It shall be the responsibility of the Contractor to restore damaged walls, ceilings, and/or wall coverings to their original condition.
2. The quality of workmanship shall be "Type 1 - Recommended," as set forth in the latest edition of the Painting Specifications of the Painting and Decorating Contractors of America.
3. The quality of patching shall maintain the same fire rating as the original wall or ceiling covering.

5.29.4 Firestopping and Smoke Seals

1. Firestopping includes, but is not limited to, openings in fire-rated floors and walls for cables, conduits, and trays, etc. Firestopping materials shall conform to ratings as required by local and state building codes and as tested by nationally accepted test agencies per ASTM E814 and UL 1479 fire tests.
2. Fire ratings shall be a minimum of one (1) hour but not less than the fire resistance of the floor or wall being penetrated.
3. Codes and Standards for firestopping materials include:

ASTM E814
UL 1479
NFPA 101-88, 6-2/2/5 and 6-2.2.8
4. Installation shall conform to manufacturer's printed instructions for installation.
5. Firestop materials shall be non-combustible silicone elastomer sealant having a UL Classification as a "fill, void or cavity material."
6. Submit manufacturer's product data, specifications, and installation instructions to the DOC project leader for review and approval prior to making any penetrations.
7. All penetrations and accompanying firestopping shall be documented in writing by the Contractor. Such records shall include objects penetrating, characteristics of the penetration, and location.

8. Firestops shall be examined by DOC staff and applicable Code authorities prior to closing in work.
9. Firestopping of new penetrations shall occur by the end of each working day.

5.29.5 Security

1. The work comprising this ITS will be performed at DOC facilities. The Contractor and subcontractors shall comply with the following special working conditions:
2. Contractor and subcontractors must be cleared for security access by DOC.
3. Contractor shall check in with DOC security daily. Contractor shall follow all DOC security rules.

5.29.6 Safety

1. Contractor shall comply with Federal, State, municipal, and OSHA laws, rules, regulations, and code requirements.
2. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with performing services. Contractor shall take all reasonable precautions for safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to, (1) all employees providing service and other persons who may be affected thereby, (2) all materials and equipment to be used in providing the services, and (3) other property at the site or adjacent thereto.
3. Contractor also shall take necessary steps to ensure that required fire fighting apparatus is accessible at all times. Flammable materials shall be kept in suitable places outside the building.
4. The Contractor must comply with all DOC requirements for facility access including tool control, background checks and dress code.

5.29.7 Problem Notification

1. If after any award of the contract, the Contractor becomes aware of possible problems that could result in delay in completion of the system or schedule, the Contractor must immediately notify the designated DOC project leader by telephone, with confirmation in writing within 72 hours, giving the cause and probable effect, with recommendations for alternative action.
2. Nothing in the above item will be interpreted as relieving the Contractor of

his or her contractual responsibilities; however, failure to notify promptly will be basis for determining selected Contractor negligence in an otherwise excusable delay.

5.29.8. Delivery

DOC may delay any delivery to a mutually agreeable time

SECTION 6 - STATEMENT OF WORK & SPECIFICATIONS - OPTIONAL

6.1 Restrictions and Fraud Control Features

The proposed ITS can detect that the called party's telephone number has been automatically forwarded to another telephone number, immediately terminate the call, and send a "flag" to ITS management report system.

6.2 System Calling Protocols

6.2.1 The ITS can recognize and accept spoken PIN numbers.

6.2.2 The ITS can accept the called party's call acceptance or rejection via voice response. (Yes/No Response)

6.3 System Call Recording and Monitoring Features

6.3.1 The proposed ITS can allow for "real time" audible monitoring of inmate calls by specific inmate PIN.

6.3.2 The proposed recording system of the ITS can provide a form of speech or word recognition that would alert DOC personnel when certain words or phrases were used by an inmate during an outgoing call.

- When a key word is recognized, the call should be flagged.

6.3.3 The recording system workstations can be networked so that intelligence analysis and investigation can be performed from other sites and/or the DOC Central Office.

6.3.4 The PIN number can be recorded at the beginning of each conversation.

6.3.5 The recording equipment can have "hot swappable" drives and power supplies.

6.4 General System Features

6.4.1 The proposed ITS Call Processor and Recording Equipment application software can be administered and operated from a single workstation or multiple workstations.

6.4.2 The workstations have "hot swappable" drives and power supplies.

6.5 System Reports

6.5.1 The proposed ITS can allow for report data to be stored in various electronic

formats (e.g., standard DBF format, Microsoft Excel® format, etc.).

6.5.2 The Contractor can allow access to system reporting information via an Intranet application accessible through the new network.

6.6 Inmate Account Information

6.6.1 The proposed ITS can provide standard language prompts other than English and Spanish. This feature should default to English but DOC must be able to select the alternative language by PIN or by specific telephone number assigned to a PIN. This feature shall not allow the inmate to change the language heard by the call recipient.

6.6.2 The proposed ITS can assign an inmate's account to an individual telephone or group of telephones so that the inmate's account can only place calls from those designated telephones. These telephones must still be capable of being used by inmate accounts not specifically assigned to them.

6.7 Additional Operation Features

The proposed ITS can be configured to control the amount of time between inmate completed calls. DOC shall be capable of enabling and disabling this feature. This time interval shall be configurable by minute increments.

SECTION 7 - EVALUATION CRITERIA

7.1 Rejection of Bids

The State may reject any Bid that is not in the required format, does not address all the requirements of this ITB, or that the State believes offers a low Commission Rate or otherwise not in its best interests to consider or to accept. In addition, the State may cancel this ITB, reject all the Bids, and seek to achieve the purposes of this ITB through a new ITB or other means.

7.2 Clarifications

During the evaluation process, the Project Representative or the Evaluation Committee may request clarifications from any Contractor under active consideration and may give any Contractor the opportunity to correct defects in its Bid if doing so is in DOC's best interests and does not cause any material unfairness to other Contractors.

7.3 Initial Review

All late Bids shall be immediately rejected. No late Bid will be opened or evaluated for format or completeness.

The Project Representative will review all other Bids for their format and completeness. The Project Representative may reject any incomplete or incorrectly formatted Bid, although he or she may waive any defects or allow a Contractor to submit a correction if it is in DOC's best interests and does not cause any material unfairness to other Contractors.

The Project Representative will forward all timely, complete, and properly formatted Bids to the Evaluation Committee, which the Project Representative will chair.

7.4 Bid Evaluation Criteria

The contract will be awarded based on the following evaluation process performed by an Evaluation Committee:

1. All bids will be evaluated.
2. Those bids that do not meet the minimum or required components as described in Section 4 of this document will be eliminated from further consideration. As indicated in Section 4, Contractors can be eliminated for any of, but not limited to, the following reasons:
 - missing any one of the required specifications, system functions or support requirements,
 - no letter committing to performance bond,

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2. Those bids that do not meet the minimum or required components as described in Section 4 of this document will be eliminated from further consideration. As indicated in Section 4, Contractors can be eliminated for any of, but not limited to, the following reasons:
 - missing any one of the required specifications, system functions or support requirements,
 - no letter committing to performance bond,

- no letter committing to signing bonus,
 - not enough good references
 - references for institutions smaller than those defined in Section 4,
 - inadequate insurance
 - not financially stable or viable as defined in Section 4 and Appendix B
 - not satisfactorily completed the Site Visit Certificate (Appendix G).
3. Among the remaining responsive and responsible Contractors, the State of Oklahoma will award the contract to the Contractor with the highest proposed Commission Rate.
 4. In the event there is a tie between two Contractors that meet all minimum requirements and have the same proposed Commission Rate, the Contract will be awarded to the Contractor offering the best package of optional features in Section 8 of its Bid.

7.5 Financial Ability

Part of the Bid evaluation criteria is the qualifications of the Contractor, which includes as a component, the Contractor's financial ability to perform the Contract. This ITB, in Section 4.5, requires the submission of specific financial information from all Contractors.

7.6 Interviews, Demonstrations, and Presentations

There is some possibility the Bid Evaluation Committee may require some Contractors to interview with the Committee, make a presentation about their Bid, and/or demonstrate their products or services.

Appendix A: Contractor References

See instructions in Section 4.4.

Reference No: _____

Entity Name: _____

No. of Phones Provided: _____

No. of Facilities Served: _____

Contact 1 Name: _____

Title: _____

Phone No: _____

Contact 2 Name: _____

Title: _____

Phone No: _____

Contact 3 Name: _____

Title: _____

Phone No: _____

Appendix B: Contractor Stability

Contractor must make the following representations by placing an (X) in the appropriate box.

1. Contractor has has not provided ITS services for at least five (5) years as of the date of their response to this ITB.
2. Contractor's gross revenue has has not exceeded \$200 million for each of the three most recent completed fiscal years.

Appendix C: Required Work and Specifications

The following checklist must be completed by the Contractor and included in its Bid. In order to be considered for award of the Contract, the Contractor must determine that it is able and willing to meet all of the Required Specifications described in Section 5. An (X) should be placed next to each section reference as a positive indication of this willingness and ability to meet the specification.

Section Number	Requirement Met
5.1	
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Appendix D: Optional Work and Specifications

The following checklist must be completed by the Contractor and included in its Bid.

Optional specifications, described in Section 6, are referenced below. An (X) should be placed in the appropriate column to indicate the presence or absence of the referenced feature. These optional specifications will be considered in the event that more than one otherwise acceptable Contractor offers identical Commission Rates.

Section Number	Point Value	Feature Present	Feature Not Present
6.1	10		
6.2	10		
6.2.1	10		
6.2.2	10		
6.3	10		
6.3.1	10		
6.3.2	10		
6.3.3	10		
6.3.4	10		
6.3.5	10		
6.4	10		
6.4.1	10		
6.4.2	10		
6.5	10		
6.5.1	10		
6.5.2	10		
6.6	10		
6.6.1	10		
6.6.2	10		
6.7	10		

Appendix E: Commission Rate

The Commission Rate quoted will be the commission schedule for the term of the Contract, including extensions, and no reduction in this Commission Rate will be made without the express written agreement of the DOC.

The Commissions paid to DOC will be based on Gross Revenue. Gross Revenue is defined as revenue for all accepted calls¹ made through the proposed system without exception, including local, intra-LATA, inter-LATA and interstate calling traffic. The Contractor shall not deduct fraudulent or uncollectible calls from the Gross Revenue prior to applying the Commission Rate for the DOC.

Proposed Commission Rate: _____

¹ Accepted calls are defined as those inmate collect calls positively approved by the called party either through the use of Touch Tone signal or voice statement.

Appendix F: Sample Invoice/Summary Reports

The sample reports provided on the following pages are the minimum amount of monthly information required by the DOC. This information is provided for your bidding purposes only and should not be used to determine actual inmate calling usage. The following monthly reports will be required:

- Customer Summary Report
- Account Summary Report
- Account ANI Detail Report

"Account" is a correctional facility with an assigned account number. "Customer" is DOC.

For audit purposes, the Contractor shall maintain for three (3) years after the term of the Contract, statistical and revenue information on all call activity for each inmate ANI (Automatic Number Identification). Further, the Contractor shall make such data readily accessible to DOC during an internal DOC audit or State audit.

Both parties acknowledge that some of the data or reports may be of a confidential nature and each party shall make all reasonable efforts to ensure that such confidential information is not disseminated or disclosed to the public by it, its employees, or agents.

ABC Telecommunications Inc.
Customer Summary Report
Commission Period: January, 1998

Oklahoma Department of Corrections

Current Month	Calls	Minutes	Revenue	Rate	Commission
Sample Correctional Center A	321	4,109	\$1,363.14	50.0%	\$681.57
Sample Correctional Center B	642	8,000	\$2,800.12	50.0%	\$1,400.06
Totals	963	12,109	\$4,163.26		\$2,081.63

ABC Telecommunications Inc.
Account Line Detail Report
Commission Period: January, 1998

Oklahoma Department of Corrections
Sample Correctional Center A

Total Revenue: \$1,363.14
Commission Rate: 50.0
Commission Paid: \$681.58

Line	Calls	Minutes	Revenue
918-885-9904	75	960	\$318.94
918-885-9905	60	768	\$254.75
918-885-9906	48	614	\$203.36
918-885-9907	62	794	\$263.05
918-885-9908	76	973	\$323.04
<hr/>			
Totals	321	4109	\$1,363.14

Appendix G: Site Visit Certificate

Please see instructions in Section 4.12 for completion of the form and for instructions for including it in your ITB.

Facility		Contractor Waives Right to Site Visit	Contractor Attended Site Visit
		Contractor Signature	Site ITS Coordinator Signature
1.	J.E. Hamilton Correctional Center		
2.	Mack H. Alford Correctional Center		
3.	Dick Connor Correctional Center		
4.	John Lilley Correctional Center		
5.	James Crabtree Correctional Center		
6.	Lexington Assessment & Reception Center		
7.	Joseph Harp Correctional Center		
8.	William S. Key Correctional Center		

RECEIVED
ACCOUNTS PAYABLE
Jul 16 11 49 AM '99

2. Dept., Board, Commission, or Institution's Copy

Page 1 State of Oklahoma
Department of Central Services PO# T025564
BUYER - EH (405-521-2479) Purchase Order

Date Issued: 09/16/99 Regn.#: K004171 Agency Regn.#: 00-61A069 Terms: NET Delivery Date: 09/16/1999

To: 2224731922 AT&T 5501 LBJ FREEWAY SUITE 615 DALLAS TX 75240
Ship To: i3104 DEPARTMENT OF CORRECTIONS INFORMATION SERVICES 3400 N. MARTIN LUTHER KING AVE. OKLAHOMA CITY, OK 73111-4298

Charge & Invoice To: 131R4 DEPARTMENT OF CORRECTIONS INFORMATION SERVICES PO BOX 11400 OKLAHOMA CITY, OK 73136-0400

Item Quantity Unit Commodity Code Description Unit Price Amount

001 1.00 SUM 0915-77
This requisition is for the provision of a turn-key inmate telephone system for 8 facilities of the Oklahoma Department of Corrections.
5, one-year agreements
45% commission rate
\$50K bonus per year, prepay all 5 years in advance
If the term does not go 5 years then bonus is paid back pro-rata.
Bonuses paid back in full if terminated early.
Total Amount \$.00

TERMS:
CONTRACT PERIOD: 9/16/99 thru 9/15/00
WITH OPTION TO RENEW FOR FOUR ADDITIONAL ONE YEAR PERIODS.
AGENCY CONTACT: DICK KING 405-425-2547

Continued, Next Page ...

Prices exclusive of Federal and State Taxes. Prices are FOB destination unless stated otherwise
VENDORS READ AND FOLLOW CLOSELY:

- 1. This order void one year from date of issuance.
- 2. The above order is issued in conformity with your quotation and constitutes a contract.
- 3. If payment is received in excess of 45 days after submitting proper invoice, vendor may be entitled to claim interest penalty.

For a copy of these regulations contact
OFFICE OF STATE FINANCE
Room 122, State Capitol Bldg, OKC, OK. 73105

Jim Jeworsky
signed Director/Designee title

2. Dept., Board, Commission, or Institution's Copy

State of Oklahoma
Department of Central Services
Purchase Order

PO# T025564

BUYER - EH

Date: 09/16/99

Regn. # K004171

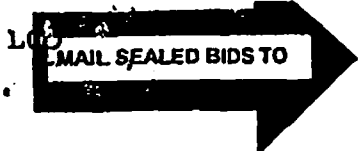
Agency Regn # 00-61A069

Page # 2

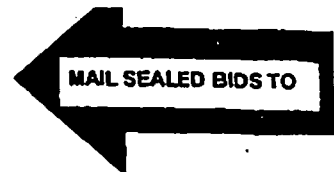
<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Commodity Code</u>	<u>Description</u>	<u>Unit Price</u>	<u>Amount</u>
-------------	-----------------	-------------	-----------------------	--------------------	-------------------	---------------

VENDOR CONTACT: SHERMAN HENNINGTON 972-778-4005
FAX NUMBER: 972-778-4055

<u>SFX</u>	<u>Fund</u>	<u>Agency</u>	<u>Account</u>	<u>Sub-account</u>	<u>Object</u>	<u>CFDA</u>	<u>Amount</u>	<u>Percent</u>
------------	-------------	---------------	----------------	--------------------	---------------	-------------	---------------	----------------



DEPARTMENT OF CENTRAL SERVICES
 CENTRAL PURCHASING DIVISION
 2401 N. Lincoln Blvd. Suite 116
 Will Rogers Building zip 73105
 P.O.Box 528803
 Oklahoma City, Oklahoma 73152-8803



1

DATE BID PRINTED 07/09/1999	BID NO. K004171	BUYER EILEEN HAYES	PHONE NO. 405 521-2479
NO BID RECEIVED AFTER (Opening Date) 08/03/1999 10:30 AM		AGENCY REQ NO. 00-61A069	VENDOR'S DELIVERY DATE
		VENDOR'S TERMS	

Bidder's F.E.I NO/SSN: _____

Name of Firm _____

Address _____

City _____ St _____ zip _____

SHIP TO:

MGR. OF COMPUTER OPERATIONS
 DEPARTMENT OF CORRECTIONS
 INFORMATION SERVICES
 3400 N. MARTIN LUTHER KING AVE.
 OKLAHOMA CITY, OK 73111-4298

BIDDER AGREES TO COMPLY WITH ALL TERMS AND CONDITIONS BELOW AND ON REVERSE SIDE OF THIS BID

QUANTITY	UNIT	COMMODITY CODE	DESCRIPTION	UNIT PRICE	AMOUNT
----------	------	----------------	-------------	------------	--------

NOTICE: Bidder's information must be entered in space provided above and the bid must be signed and notarized below.

1.00	SUM	0915-77	K004171 001 This requisition is for the provision of a turn-key inmate telephone system for 8 facilities of the Oklahoma Department of Corrections PER THE ATTACHED SPECIFICATIONS.		
TERMS:					
Bidders please provide the following contact information for order inquiries and expediting:					
Your contact persons name: _____					
CONTINUED, NEXT PAGE					

ENTERED
 JUL 19 1999

THIS BID INVALID IF NOT SIGNED AND NOTARIZED

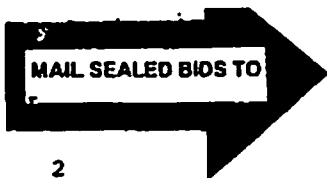
AFFIDAVIT:
 STATE OF _____ COUNTY OF _____ Of lawful age, being first duly sworn, on oath, says that: 1. (She is the duly authorized agent of _____ bidder and/or contractor submitting the competitive bid and/or procuring the contract which is attached to the statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and State officials or employees, as well as, facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached. 2. (She is fully aware of the facts and circumstances surrounding the making of the bid and/or procurement of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bids; and 3. Neither the bidder/contractor nor anyone subject to the bidder/contractor's direction or control has been a party; a. to any collusion among bidders in respect of freedom of competition by agreement to bid at a fixed price or to refrain from bidding, b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract, d. to paying, giving or donating or agreeing to pay, give or donate to any officer or employee of the State of Oklahoma, any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached. If this bidder/contractor is for professional services as defined in Title 74 O.S. § 85-2, the bidder and/or contractor further certifies that no person which has been employed in any manner in the development of the contract to which this statement is attached who is employed by the State of Oklahoma shall be employed to perform any of the services provided for under the contract pursuant to Title 74 O.S. § 85-2.2, as applicable.

IMPORTANT

X NAME/TITLE _____
 Subscribed & sworn before me this _____ day of _____, 19____

X NOTARY PUBLIC (or CLERK or JUDGE)
 My commission expires: _____

FOR USE OF DEPT OF CENTRAL SERVICES			
DIRECTOR		ASSISTANT DIRECTOR	
BUYER		OTHER	



INVITATION TO BID
 DEPARTMENT OF CENTRAL SERVICES
 CENTRAL PURCHASING DIVISION
 2401 N. Lincoln Blvd. Suite 116
 Will Rogers Building zip 73105
 P.O.Box 528803
 Oklahoma City, Oklahoma 73152-8803

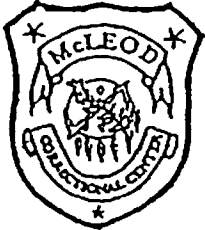


2

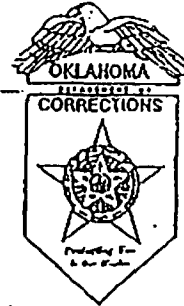
<small>IF BID RECEIVED AFTER (Opening Date)</small> 08/03/1999 10:30 AM	<small>BID NO.</small> K004171	<small>BUYER</small> EILEEN HAYES	<small>PHONE NO.</small> 405 521-2479
--	-----------------------------------	--------------------------------------	--

QUANTITY	UNIT	COMMODITY CODE	DESCRIPTION	UNIT PRICE	AMOUNT
			Telephone number: _____ Fax number: _____ . All services, supplies, products and maintenance must be year 2000 compliant. Year 2000 means the services, supplies, products to maintenance provided, including but not limited to all processing, calculating, comparing, sequencing, display or storing, transmitting or receiving of date data, will not be interrupted due to year 2000 issues with any computer system used by the supplier of the services, supplies, products or maintenance. . CONTRACT PERIOD: DATE OF AWARD FOR ONE YEAR. WITH OPTION TO RENEW FOR TWO ADDITIONAL ONE-YEAR PERIODS. . . AGENCY CONTACT: DICK KING 405-425-2547		

OK Department of Corrections



Howard McLeod Correctional Center
 1970 E. Whippoorwill Lane
 Atoka, OK 74525-8415
 Phone: 580-889-6651
 Fax: 580-889-7943



TO: Lori Evans Wilson	FROM: Jerry Johnson
AGENCY: DOC Legal	DATE: 12-1-08
FAX NUMBER: 405-425-2683	RE: Michael Glover
PHONE NUMBER:	TOTAL NUMBER OF PAGES INCLUDING COVER: 2

NOTES/COMMENTS:

REQUEST FOR ATTORNEY GENERAL REPRESENTATION

CASE NUMBER: CJ 2008 4405

Case Type: Petition for Judicial Review Court: State District Court- Oklahoma

CAUSE OF ACTION: Disciplinary Process

PLAINTIFF: Michael Glover DOC Number: 387147

Additional Plaintiffs: _____ DOC Number: _____

_____ DOC Number: _____

Attorney for Plaintiff:

Name: _____
Address: _____
City, State, Zip: _____
Phone: _____

DEFENDANT: Haskell Higgins

Additional Defendants:
Justin Jones _____

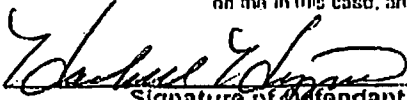
DATE FILED: 05/14/2008 DATE RECEIVED: 12/01/2008

FACILITY WHERE INCIDENT OCCURRED: JBCC

METHOD OF SERVICE: Certified Mail FROM: Court Clerk

DAMAGES REQUESTED: _____

I hereby request that the attorney general represent me in the foregoing lawsuit. I have attached all documents which have been served on me in this case, and certify that I have personal notice of the lawsuit pending against me.



Signature of Defendant

12/01/2008

Date

HASKELL HIGGINS

Defendant

Forward originals to: Office of the General Counsel, Oklahoma Department of Corrections,
3400 Martin Luther King Avenue, Oklahoma City, OK 73136

CC: Attorney General's Office, 313 N E 21st Street, Oklahoma City, OK 73105

RFR 7 3