



Purchase Order

Dispatch via Print

Department of Corrections
DEPARTMENT OF CORRECTIONS
3400 MARTIN LUTHER KING AVE
OKLAHOMA CITY OK 731360400

Purchase Order 1319049372	Date 09/08/2011	Revision	Page 1
Payment Terms 0 Days	Freight Terms Free on board at Destination	Ship Via Common	
Buyer Laura Bybee (580)	Phone 405/522-1037	Currency USD	

Vendor: 0000331718
VALUE-ADDED COMMUNICATIONS
3801 E PLANO PKWY STE 100
PLANO TX 75074-1818

Ship To: DEPARTMENT OF CORRECTIONS
ADMINISTRATION
3400 MARTIN LUTHER KING AVE
OKLAHOMA CITY OK 731360400

Bill To: DEPARTMENT OF CORRECTIONS
FINANCE & ACCOUNTING - PURCHASING
PO BOX 11400
OKLAHOMA CITY OK 731360400

Tax Exempt? Y **Tax Exempt ID:** 736017987

Line-Sch	Item Id	Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1- 1	1000011052	SERVICE: Telephone System Maintenance	1.0000	EA	0.0200	0.02	12/17/2010

OFFENDER TELEPHONE SYSTEM (OTS) FOR LOCATIONS OF THE OKLAHOMA DEPARTMENT OF CORRECTIONS IN ACCORDANCE WITH SPECIFICATIONS ON FILE IN CENTRAL PURCHASING.

CONTRACT PERIOD: OCTOBER 1, 2011 THROUGH SEPTEMBER 30, 2012 WITH NINE (9) ADDITIONAL ONE YEAR RENEWAL PERIODS.

Total PO Amount

COMMENTS:
DOC BUSINESS OFFICE CONTACT: TONI HALFERTY (405) 425-7131
DOC PURCHASING CONTACT: TINA HICKS (405) 425-2640

2011 SEP 13 A 9:05

Doc Purchasing

Authorized Signature



**State of Oklahoma
Department of Central Services
Central Purchasing**

Solicitation

1. **Solicitation #:**

2. **Solicitation Issue Date:**

3. **Brief Description of Requirement:**

4. **Response Due Date¹:**

Time: 3:00 PM CST/CDT

5. **Issued By and RETURN SEALED BID TO:**

Personal or Common Carrier Delivery:

Department of Central Services, Central Purchasing
Will Rogers Building
2401 N. Lincoln Blvd, Suite 116,
Oklahoma City, OK 73105

U.S. Postal Delivery:

Department of Central Services, Central Purchasing
P.O. Box 528803,
Oklahoma City, Oklahoma 73152-8803

6. **Solicitation Type** (check one below):

- Invitation to Bid
- Request for Proposal
- Request for Quote

7. **Requesting Agency:**

8. **Contracting Officer:**

Name:

Phone: (405)

Email:

¹ Amendments to solicitation may change the Response Due Date (read GENERAL PROVISIONS, section 3, "Solicitation Amendments")



**State of Oklahoma
Department of Central Services
Central Purchasing**

Responding Bidder Information

"Certification for Competitive Bid and Contract" (see page 3) **MUST** be submitted along with the response to the Solicitation.

1. **RE: Solicitation #** _____

2. **Bidder General Information:**

FEI / SSN : _____ VEN ID: _____
Company Name: _____

3. **Bidder Contact Information:**

Address: _____
City: _____ State: _____ Zip Code: _____
Contact Name: _____
Contact Title: _____
Phone #: _____ FAX#: _____
Email: _____ Website: _____

4. **Oklahoma Sales Tax Permit¹:**

- YES – Permit #: _____
- NO – Exempt pursuant to Oklahoma Laws or Rules

5. **Registration with the Oklahoma Secretary of State:**

- YES - Filing Number: _____
- NO - Prior to the contract award, the successful bidder will be required to register with the Secretary of State or must attach a signed statement that provides specific details supporting the exemption the supplier is claiming (www.sos.ok.gov or 405-521-3911).

6. **Workers' Compensation Insurance Coverage:**

Bidder is required to provide with the bid a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act.

- YES – include a certificate of insurance with the bid
- NO - attach a signed statement that provides specific details supporting the exemption you are claiming from the Workers' Compensation Act (Note: Pursuant to Attorney General Opinion #07-8, the exemption from 85 O.S. 2001, § 2.6 applies only to employers who are natural persons, such as sole proprietors, and does not apply to employers who are entities created by law, including but not limited to corporations, partnerships and limited liability companies.)²

Authorized Signature _____ Date

Printed Name _____ Title

¹ For frequently asked questions concerning Oklahoma Sales Tax Permit, see <http://www.tax.ok.gov/faq/faqbussales.html>
² For frequently asked questions concerning workers' compensation insurance, see [http://www.ok.gov/oid/Consumers/Workers' Compensation Information.html](http://www.ok.gov/oid/Consumers/Workers'_Compensation_Information.html)



**State of Oklahoma
Department of Central Services
Central Purchasing**

**Certification for Competitive
Bid and/or Contract
(Non-Collusion Certification)**

A certification shall be included with any competitive bid and/or contract submitted to the State for goods or services.

Solicitation or Purchase Order #: _____

Supplier Legal Name: _____

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

1. I am the duly authorized agent of the above named bidder submitting the competitive bid herewith, 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 said bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
 - a. to any collusion among bidders in restraint 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.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed 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 this contract herein.

SECTION II [74 O.S. § 85.42]:

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

The undersigned, duly authorized agent for the above named supplier, by signing below acknowledges this certification statement is executed for the purposes of:

the competitive bid attached herewith and contract, if awarded to said supplier;

OR

the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.

Supplier Authorized Signature

Certified This Date

Printed Name

Title

Phone Number

Email

Fax Number

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A. GENERAL PROVISIONS

A.1. Definitions

As used herein, the following terms shall have the following meaning unless the context clearly indicates otherwise:

- A.1.1.** "Acquisition" means items, products, materials, supplies, services and equipment a state agency acquires by purchase, lease purchase, lease with option to purchase, or rental pursuant to the Oklahoma Central Purchasing Act;
- A.1.2.** "Bid" means an offer in the form of a bid, proposal or quote a bidder submits in response to a solicitation;
- A.1.3.** "Bidder" means an individual or business entity that submits a bid in response to solicitation;
- A.1.4.** "Solicitation" means a request or invitation by the State Purchasing Director or a state agency for a supplier to submit a priced offer to sell acquisitions to the state. A solicitation may be an invitation to bid, request for proposal, or a request for quotation; and
- A.1.5.** "Supplier" means an individual or business entity that sells or desires to sell acquisitions to state agencies.

A.2. Bid Submission

- A.2.1.** Submitted bids shall be in strict conformity with the instructions to bidders and shall be submitted with a completed "Responding Bidder Information", DCS-FORM-CP-076, and any other forms required by the solicitation.
- A.2.2.** Bids shall be submitted to the Central Purchasing Division in a single envelope, package, or container and shall be sealed. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.
- A.2.3.** The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", DCS-FORM-CP-004, must be made out in the name of the bidder and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.
- A.2.4.** All bids shall be legibly written or typed. Any corrections to bids shall be initialed. Pencil bids and penciled corrections shall NOT be accepted and will be rejected as non-responsive.
- A.2.5.** All bids submitted shall be subject to the Oklahoma Central Purchasing Act, Central Purchasing Rules, and other statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein—all of which are made part of this solicitation.

A.3. Solicitation Amendments

- A.3.1.** If an "Amendment of Solicitation", DCS-FORM-CP-011, is issued, the bidder shall acknowledge receipt of any/all amendment(s) to solicitations by signing and returning the solicitation amendment(s). Amendment acknowledgement(s) may be submitted with the bid or may be forwarded separately. If forwarded separately, amendment acknowledgement(s) must contain the solicitation number and response due date and time on the front of the envelope. The Central Purchasing Division must receive the amendment acknowledgement(s) by the response due date and time specified for receipt of bids for the bid to be deemed responsive. Failure to acknowledge solicitation amendments may be grounds for rejection.
- A.3.2.** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by the Central Purchasing Division.
- A.3.3.** It is the Bidder's responsibility to check the DCS/Central Purchasing Division website frequently for any possible amendments that may be issued. The Central Purchasing Division is not responsible for a bidder's failure to download any amendment documents required to complete a solicitation.

A.4. Bid Change

If the bidder needs to change a bid prior to the solicitation response due date, a new bid shall be submitted to the Central Purchasing Division with the following statement "This bid supersedes the bid previously submitted" in a single envelope, package, or container and shall be sealed. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.

A.5. Certification Regarding Debarment, Suspension, and Other Responsibility Matters

By submitting a response to this solicitation:

- A.5.1.** The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:
 - A.5.1.1.** Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;

- A.5.1.2.** Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- A.5.1.3.** Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.5.1.2. of this certification; and
- A.5.1.4.** Have not within a three-year period preceding this application/proposal had one or more public (Federal, State or local) contracts terminated for cause or default.

A.5.2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its solicitation response.

A.6. Bid Opening

Sealed bids shall be opened by the Central Purchasing Division at the Department of Central Services, Will Rogers Building, 2401 N. Lincoln Blvd. First Floor, Suite 116, Oklahoma City, Oklahoma, 73105 at the time and date specified in the solicitation as Response Due Date and Time.

A.7. Bids Subject to Public Disclosure

Unless otherwise specified in the Oklahoma Open Records Act, Central Purchasing Act, or other applicable law, documents and information a bidder submits as part of or in connection with a bid are public records and subject to disclosure. Bidders claiming any portion of their bid as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. The State Purchasing Director shall make the final decision as to whether the documentation or information is confidential pursuant to 74 O.S. §85.10.

A.8. Late Bids

Bids received by the Central Purchasing Division after the response due date and time shall be deemed non-responsive and shall NOT be considered for any resultant award.

A.9. Legal Contract

- A.9.1.** Submitted bids are rendered as a legal offer and any bid, when accepted by the Central Purchasing Division, shall constitute a contract.
- A.9.2.** The Contract resulting from this solicitation will consist of the following documents in order of preference: Contract award documents, including but not limited to the Purchase Order, Contract Modifications, required certification statement, affidavit, and change orders; the solicitation including any amendments; and the successful bid to the extent that the bid does not conflict with the requirements of the Contract award documents or solicitation or applicable law. In the event there is a conflict between any of the preceding documents, the Contract award documents prevail over the solicitation, and both the Contract award documents and the solicitation shall prevail over the successful bid.
- A.9.3.** Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

A.10. Pricing

- A.10.1.** Bids shall remain firm for a minimum of sixty (60) days from the solicitation closing date.
- A.10.2.** Bidders guarantee unit prices to be correct.
- A.10.3.** In accordance with 74 O.S. §85.40, ALL travel expenses to be incurred by the supplier in performance of the Contract shall be included in the total bid price/contract amount.

A.11. Manufacturers' Name and Approved Equivalents

Unless otherwise specified in the solicitation, manufacturers' names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. Bidder may offer any brand for which they are an authorized representative, which meets or exceeds the specification for any item(s). However, if bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit sketches, descriptive literature, and/or complete specifications with their bid. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids that do not comply with these requirements are subject to rejection.

A.12. Clarification of Solicitation

Clarification pertaining to the contents of this solicitation shall be directed in writing to the Central Purchasing Contracting Officer specified in the solicitation.

A.13. Rejection of Bid

The State reserves the right to reject any bids that do not comply with the requirements and specifications of the solicitation. A bid may be rejected when the bidder imposes terms or conditions that would modify requirements of the solicitation or limit the bidder's liability to the State. Other possible reasons for rejection of bids are listed in OAC 580:15-4-11.

A.14. Award of Contract

- A.14.1.** The State Purchasing Director may award the Contract to more than one bidder by awarding the Contract(s) by item or groups of items, or may award the Contract on an ALL OR NONE basis, whichever is deemed by the State Purchasing Director to be in the best interest of the State of Oklahoma.
- A.14.2.** Contract awards will be made to the lowest and best bidder(s) unless the solicitation specifies that best value criteria is being used.
- A.14.3.** In order to receive an award or payments from the State of Oklahoma, suppliers must be registered. The vendor registration process can be completed electronically through the DCS website at the following link:
<https://www.ok.gov/dcs/vendors/index.php>.

A.15. Contract Modification

- A.15.1.** The Contract is issued under the authority of the State Purchasing Director who signs the Contract. The Contract may be modified only through a written Contract Modification, signed by the State Purchasing Director.
- A.15.2.** Any change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Central Purchasing Division in writing, or made unilaterally by the Supplier, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Contract Modifications, shall be void and without effect, and the Supplier shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant Contract.

A.16. Delivery, Inspection and Acceptance

- A.16.1.** Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The bidder(s) awarded the Contract shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the supplier until accepted by the receiving agency. The supplier(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.
- A.16.2.** Supplier(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the Central Purchasing Division.

A.17. Invoicing and Payment

- A.17.1.** Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.
- A.17.2.** Interest on late payments made by the State of Oklahoma is governed by 62 O.S. §34.71 and 62 O.S. §34.72.

A.18. Tax Exemption

State agency acquisitions are exempt from sales taxes and federal excise taxes. Bidders shall not include these taxes in price quotes.

A.19. Audit and Records Clause

- A.19.1.** As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract with the State, the successful bidder(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.
- A.19.2.** The successful bidder(s) awarded the Contract(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of three years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the three year period, the records are required to be maintained for three years from the date that all issues arising out of the action are resolved, or until the end of the three year retention period, whichever is later.

A.20. Non-Appropriation Clause

The terms of any Contract resulting from the solicitation and any Purchase Order issued for multiple years under the Contract are contingent upon sufficient appropriations being made by the Legislature or other appropriate government entity. Notwithstanding any language to the contrary in the solicitation, purchase order, or any other Contract document, the procuring agency may terminate its obligations under the Contract if sufficient appropriations are not made by the Legislature or other appropriate governing entity to pay amounts due for multiple year agreements. The Requesting (procuring) Agency's decisions as to whether sufficient appropriations are available shall be accepted by the supplier and shall be final and binding.

A.21. Choice of Law

Any claims, disputes, or litigation relating to the solicitation, or the execution, interpretation, performance, or enforcement of the Contract shall be governed by the laws of the State of Oklahoma.

A.22. Choice of Venue

Venue for any action, claim, dispute or litigation relating in any way to the Contract shall be in Oklahoma County, Oklahoma.

A.23. Termination for Cause

- A.23.1.** The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the Central Purchasing Division. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.
- A.23.2.** The State may terminate the Contract immediately, without a 30-day written notice to the supplier, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the State Purchasing Director determines that an administrative error occurred prior to Contract performance.
- A.23.3.** If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

A.24. Termination for Convenience

- A.24.1.** The State may terminate the Contract, in whole or in part, for convenience if the State Purchasing Director determines that termination is in the State's best interest. The State Purchasing Director shall terminate the Contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State Purchasing Director.
- A.24.2.** If the Contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the supplier.

A.25. Insurance

The successful bidder(s) awarded the Contract shall obtain and retain insurance, including workers' compensation, automobile insurance, medical malpractice, and general liability, as applicable, or as required by State or Federal law, prior to commencement of any work in connection with the Contract. The supplier awarded the Contract shall timely renew the policies to be carried pursuant to this section throughout the term of the Contract and shall provide the Central Purchasing Division and the procuring agency with evidence of such insurance and renewals.

A.26. Employment Relationship

The Contract does not create an employment relationship. Individuals performing services required by this Contract are not employees of the State of Oklahoma or the procuring agency. The supplier's employees shall not be considered employees of the State of Oklahoma nor of the procuring agency for any purpose, and accordingly shall not be eligible for rights or benefits accruing to state employees.

A.27. Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007

By submitting a bid for services, the bidder certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) available at www.dhs.gov/E-Verify.

A.28. Compliance with Applicable Laws

The products and services supplied under the Contract shall comply with all applicable federal, state and local laws, and the supplier shall maintain all applicable licenses and permit requirements.

A.29. Special Provisions

Special Provisions set forth in SECTION B apply with the same force and effect as these General Provisions. However, conflicts or inconsistencies shall be resolved in favor of the Special Provisions.

B. SPECIAL PROVISIONS

B.1. Deliveries to/work at Secure Facilities

- B.1.1.** Contractor's employees, agents, and representatives shall comply with the security requirements at each DOC facility. Each DOC facility is responsible for alerting Contractor to these requirements prior to the commencement of work at their location.
- B.1.2.** Contractor's employees, agents, and representatives shall comply with all security and identification procedures at each location, at no cost to DOC.
- B.1.3.** Common security restricts include, but are not limited to:
- B.1.4.** Identification: All employees, agents, and representatives of the Contractor, while working on State property, shall carry or display acceptable identification. Requirements vary by facility. For instance, some facilities require a visible photo ID badge, while other facilities may require a valid driver's license instead.
- B.1.5.** Vehicle Security: At many facilities, drivers must turn off vehicle motors and lock cab doors whenever their truck is unattended. At some facilities, trucks shall be searched prior to entry and exit, causing up to a 30 minute delay each way.
- B.1.6.** Patient/Offender Contact: Contractor's employees, agents, and representatives shall minimize interaction with offenders or patients, and shall report any verbal contact to the facility security staff before leaving the site.
- B.1.7.** Contraband: Contractor's employees, agents, and representatives shall not have any weapons (including jack knives or box cutters), cell phones, pagers, drugs, tobacco products or any item deemed by DOC to be potential contraband. Correctional officers can hold these items for delivery drivers at the delivery sally-port and return them as the driver exits the grounds. Any illegal items shall not be returned and shall be reported to local law enforcement.
- B.1.8.** Security Clearance: Contractor's employees, agents, and representatives who enter secure facilities shall have prior approval to enter from facility security staff, generally involving a background check to ensure that they are not convicted felons. The Contractor shall submit background check requests a minimum of two weeks prior to arriving at any DOC location. At DOC's discretion, Contractor shall comply with any requests to reassign a Contractor employee, agent, or representative, whether or not the individual has passed the background check if it is determined by DOC that there is a security concern.

B.2. Contract Term, Renewal and Extension Option

- B.2.1.** The initial contract period shall begin on the effective date of award and shall extend through June 30, 2011 unless renewed, extended, or terminated in accordance with applicable contract provisions. Contractor shall not commence work, or commit funds, or incur costs, or in any way act to obligate the State as if he/she were the successful supplier until so notified in writing of the award of the contract. This contract shall become effective after approved by the State Purchasing Director, Central Purchasing Division and Department of Central Services. Under Oklahoma law, DOC may not contract for a period longer than one (1) year. The provisions in this contract shall include nine (9) options to renew, each for duration of one (1) year, at the discretion of DOC based upon continuing need and successful contractor performance.
- B.2.2.** Notification to exercise the option to renew the contract shall be set forth, in writing, by the State at least 30 days prior to the end of each contract period. The renewal of the contract shall be contingent upon approval by DCS. If a decision is made not to exercise an option period, notice shall be sent at least 30 days prior to the end of the current contract period.
- B.2.3.** The State may extend the term of this contract up to 120 days if mutually agreed upon by both parties in writing.

B.3. Indefinite Quantity Contract

- B.3.1.** This contract is an Indefinite Quantity Contract.
- B.3.2.** This contract is for an indefinite quantity and the State may, or may not, buy the quantity mentioned in this contract. Vendor must clear all shipments with agency prior to shipping any portion of this contract.

B.4. Termination

- B.4.1.** This contract shall be in force until expiration date or until ninety (90) days after notice has been given by the State of Oklahoma of its desire to terminate the contract. After the first six (6) months, vendor may cancel with one-hundred twenty (120) days written notice

B.5. Subcontractors

- B.5.1.** DOC may request verification of compliance for any Contractor or Subcontractor. Should DOC find the Contractor or any of its Subcontractors are not in compliance, DOC may pursue any and all remedies allowed

by law, including but not limited to, suspension of work, termination of the contract for default and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

- B.5.2.** The Contractor may engage Subcontractors to perform portions of the Contract after receipt of written approval of DOC. All requirements of the Contractor in the Contract shall also be required of the Subcontractor.
- B.5.3.** The Contractor shall be solely responsible for payment of OTS Subcontractors and any claims of Subcontractors for any failure of the Contractor or any of OTS other Subcontractors to meet the performance schedule or performance specifications for the OTS in a timely and professional manner. The Contractor shall hold the State and DOC harmless for and shall indemnify the State and DOC against any such claims.
- B.5.4.** The Contractor shall assume responsibility for all goods and services (Deliverables) required under the Contract whether it, a Subcontractors, or third-party Manufacturer produces them in whole or in part. Further, DOC shall consider the Contractor to be the sole point of contact with regard to contractual matters. The Contractor shall be fully responsible for any default by a Subcontractors, just as if the Contractor itself had defaulted.
- B.5.5.** If the Contractor uses Subcontractors, each Subcontractors shall have a written agreement with the Contractor. That written agreement shall incorporate the Contract by reference. The agreement shall also pass through to the Subcontractors all provisions of the Contract that would be fully effective only if both the Subcontractors 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 OTS Subcontractors and the failure damages DOC in any way, the Contractor shall indemnify DOC for the damage.

B.6. Accessibility Compliance

- B.6.1.** Electronic and Information Technology Accessibility in Accordance with Section 508 of the Rehabilitation Act of 1998, as amended. (Pursuant to Title 74, Section 85.7d and OAC 580: 15-6-21)
- B.6.2.** Contractor shall provide a description of conformance with the applicable Oklahoma Information Technology Accessibility Standards for the proposed product, system or application by means of either a Voluntary Product Accessibility Template (VPAT) or other comparable document, upon request.
- B.6.3.** The Contractor shall indemnify and hold harmless the State of Oklahoma and any Oklahoma Government entity purchasing the products, systems, or applications not requiring development and/or customized by the Contractor from any claim arising out of the Contractor's failure to comply with applicable Oklahoma Information Technology Accessibility Standards subsequent to providing certification of compliance to such Standards.

B.7. Post Award Negotiations

- B.7.1.** Following contract award, during the term of the contract, including any optional renewal periods, or prior to renewal of the contract, the State may make changes or revisions within the scope of work of the contract resulting from this solicitation. The State Purchasing Director or designee and the Contractor may negotiate in good faith adjustments to terms, conditions, prices or other matters of mutual concern and interest. Such negotiations will be conducted in accordance with the Central Purchasing rules and result in an addendum or modification to the contract resulting from this solicitation.

B.8. Liquidated Damages

- B.8.1.** The Contractor agrees to the importance of this contract and performance standards agreed to herein. The State and the Contractor agree that in the event of failure to meet the contract requirements, deliverable dates or any standard performance within the time forth set forth in each Section, damages may be sustained by the State that it may be impractical and extremely difficult to ascertain and determine the actual damages which the State will sustain by result of such failure. It is therefore agreed that the State, at its sole option may require the Contractor to pay liquidated damages for such failures with the following provisions:
- B.8.2.** Where the failure is the sole and exclusive fault of the State, no liquidated damages shall be imposed.
- B.8.3.** For any failure by the Contractor to meet any performance standard, project task, project deliverable date or timeframes specified herein, the State may require the Contractor to pay liquidated damages of \$500.00 per 24 hour period per affected facility until such task, deliverable or performance standard or timeframe for each and every 24 hour period thereafter until such task, deliverable or performance standard is completed, rectified and accepted by the state. The State will notify the Contractor of the first instance of failure to meet one or more defined standards and request a corrective action plan. The State will set a date for submission of the plan. If the State does not receive the plan by the due date and no extension has been granted, the State may, at its sole discretion, invoke the appropriate remedy per this schedule.

B.9. Audits

- B.9.1.** 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, the State Auditor's Office, the Oklahoma Department of Central Services, or their representatives may audit Contractor's records and other materials that relate to the OTS.
- B.9.2.** All records related to the Contract shall be kept in a single location, either at Contractor's principle place of business or OTS place of business where the work was done. If this is not practical, Contractor shall assume the cost of collecting, organizing, and relocating the records and any technology needed to access the records to Contractor's office nearest Oklahoma City whenever DOC or anyone else with audit rights requests access to Contractor's OTS records. Contractor shall do so with all due speed, not to exceed five (5) business days.
- B.9.3.** If any audit reveals material deviation from the Contract specifications, misrepresentation, or underpayment to DOC, DOC shall be entitled to recover damages, as well as the cost of the audit.

B.10. Ownership

- B.10.1.** 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 shall 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.

C. SOLICITATION SPECIFICATIONS

DOC is responsible for managing the operation of correctional institutions housing offenders within the State of Oklahoma. The purpose of this RFP is to provide a single Offender Telephone System (OTS) for DOC correctional sites throughout the state. The OTS shall enable DOC to provide offenders with controlled calling privileges that shall insure the safety and security of staff, offenders, and the public through the use of current technology.

This Contract is for the provisions of a complete OTS. Any incidental items omitted from these specifications shall 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 OTS to be complete and useful to DOC shall be provided by the Contractor.

C.1. Current Environment:

- C.1.1.** The current OTS is provided and maintained by Global Tel Link (GTL).
- C.1.2.** Offenders are charged \$3.60 for a 15 minute call anywhere in the United States. The system processes both collect and prepaid calls. The system processed 1,406,502 calls during calendar year 2009.
- C.1.3.** Attachment A is a list of the DOC locations providing OTS service with the number of end stations at each location. This list is to be considered dynamic and may change.

C.2. General Requirements:

- C.2.1.** The Contractor shall engineer, install, implement, and maintain a turnkey OTS for DOC. Unless specifically stated otherwise, all requirements for the system and activities associated with the use of the system shall be provided at no cost to DOC.
- C.2.2.** The Contractor shall provide full design, installation, on-going maintenance, and administration of the OTS at the DOC locations identified in Attachment A.
- C.2.3.** The Contractor shall add, remove, and expand OTS locations at no cost to DOC throughout the period of the contract. Any change shall be made in writing and approved in advance by DOC.
- C.2.4.** The Contractor shall provide one type of OTS for all DOC locations. All system hardware, software and support systems shall be the same make, model and version in each DOC facility.
- C.2.5.** Upon award, and prior to the Contractor ordering any equipment or beginning any work, the Contractor shall individually visit each of the DOC locations and provide a timeline and workplan to DOC for the specific location.

C.3. System Requirements

- C.3.1.** The OTS shall include a call processing and control system as well as recording and monitoring equipment to support each of the DOC facilities.
- C.3.2.** The call processing and control system shall provide for all telecommunications capabilities for offender services and be physically and logically separate from the DOC's administrative communications systems.

- C.3.3.** The Contractor shall keep all call processing information current. This information includes, but is not limited to local exchanges, area codes, vertical and horizontal coordinates and any other information necessary to accurately process calls.
- C.3.4.** The OTS shall provide any and all network services (local exchange and toll/collect services) required.
- C.3.5.** The OTS shall provide telephone reception quality, meeting all industry standards for service quality as defined by the Federal Communications Commission (FCC).
- C.3.6.** The OTS shall provide 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.). The voice quality level shall be in place for all telephone services at all stages of a call and shall not be affected by any other OTS feature, function or capability.
- C.3.7.** The Contractor shall be responsible for the set-up, management, and collection of accounts necessary for third party payment of charges/fees imposed by the Contractor for OTS services.
- C.3.8.** The OTS shall be restricted to outgoing calls only. The system shall not process incoming calls at any time.
- C.3.9.** The OTS shall allow offender access to collect call services.
- C.3.10.** The OTS shall provide the capability to provide prepaid services. The service shall allow for either the offender's family/friends or offender to arrange for a prepaid account. This capability shall be fully maintained by the OTS.
- C.3.11.** The automated announcement function of the OTS shall be capable of processing calls on a selective bilingual basis: English and Spanish. This feature should default to English but DOC shall be able to select Spanish by PIN or by specific telephone number assigned to a PIN. The offender shall not be able to change the language heard by the call recipient.
- C.3.12.** The OTS shall not provide a second dial tone to an offender telephone without the offender hanging up the telephone receiver after each call is completed.
- C.3.13.** The OTS shall allow for an agreed to "ring time" before an offender call is disconnected.
- C.3.14.** The OTS shall provide notification to an offender 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.
- C.3.15.** The OTS shall allow the offender to hear the processing of the placed call to determine if 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 offender to speak (restricted voice channel) until the call has received positive acceptance.
- C.3.16.** The OTS shall allow for DOC to program times when the system shall be available or unavailable for offender calling.
- C.3.17.** The OTS shall restrict use of the system through authorized Personal Identification Numbers (PINs) assigned to each offender. The length of these PINs shall be approved by DOC and remain consistent throughout DOC facilities.
- C.3.18.** The OTS shall use DOC's current offender PIN assignments and numbering plan.
- C.3.19.** The OTS shall allow each PIN to have a "class of service" assigned. For example, number of calls, etc. The system shall allow call restrictions by individual PIN that provide all of the following restrictions. The restrictions shall be selectable in any logical combination:
 - C.3.19.1.** Offenders can be either approved or not approved to make phone calls by PIN.
 - C.3.19.2.** Offenders, via the PIN, can be restricted to a specific telephone or group of telephones, at DOC's option.
 - C.3.19.3.** Limit duration of call: Maximum call duration can be set globally (all PINs), by site, by facility area, by individual offender's PIN, or by specific telephone number assigned to a given PIN, at DOC's option.
 - C.3.19.4.** Restrict time of day calling: An allowed calling schedule can be provided for each specific PIN, by facility area, by site and globally. The global restrictions can take precedence over individual PIN restrictions, at DOC's option.
 - C.3.19.5.** Limit number of calls: The number of calls per time period can be restricted by PIN or facility, at DOC's option. DOC can determine the time period (e.g. day, week, etc.)
 - C.3.19.6.** Allow calls only to telephone numbers included on an authorized list.
- C.3.20.** The OTS's PIN feature shall ensure that the automated operator function uses the offender's pre-recorded name (recorded in either the offender's voice or language or in the voice of an administrator).

- C.3.21.** The OTS shall be capable of allowing up to 25 different telephone numbers per PIN.
- C.3.22.** The OTS shall support establishment of up to 2,500 PINS per facility.
- C.3.23.** The OTS shall be capable of de-activating the PIN feature by individual offender telephone, groups of telephones or entire facilities, at DOC's option. Regardless of this deactivation, the OTS shall restrict offender calls to collect or prepaid calls. When in this mode, offenders shall not be required to input a PIN and may dial any number in the authorized call list.
- C.3.24.** The OTS shall block all calls made to any telephone numbers which incur access charges including, but not limited to: 900, 972, 976, 550.
- C.3.25.** The OTS shall block all offender calls to current long distance carrier access numbers (i.e., 1010333, 1010285, etc.) or future 101-xxxx carrier access numbers.
- C.3.26.** The OTS shall block all local numbers, which access long distance carriers.
- C.3.27.** The OTS shall block all offender access to directory assistance access numbers (i.e., 411, 555-1212, etc.).
- C.3.28.** The OTS shall block all offender 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.
- C.3.29.** The Contractor shall insure that calls are not passed off to any other carrier not authorized by this contract. This shall include call forwarding to another telephone number, thus immediately terminate the call and send a flag to the OTS management report system.
- C.3.30.** In order to limit possible telephone fraud, the OTS shall include a fraud prevention feature, which shall be able to randomly interject pre-recorded announcements, (i.e., "this call is from an Oklahoma Correctional Institution"), throughout the duration of the conversation to the called party and caller indicating the source of the call as deemed necessary by DOC and at DOC determined intervals.
- C.3.31.** The OTS shall be able to detect the called party's attempt to initiate a "3-Way" or "Conference Call" with a third party and immediately terminate the call.
- C.3.32.** The OTS shall detect unusual or suspicious number sequences dialed or dialing patterns which indicate possible attempts to commit fraud.
- C.3.33.** The OTS shall be able to detect calls placed by designated offenders to specific numbers that have been assigned alert status.
- C.3.34.** When the OTS detects a call identified as restricted or potentially fraudulent, it shall log the incident to a report and terminate the call.
- C.3.35.** The OTS shall flag and report when a phone number is used by more than one offender.
- C.3.36.** The OTS shall provide a snitch line. This line shall provide two capabilities:
 - C.3.36.1.1.** recording of call when a unique snitch line number is dialed;
 - C.3.36.1.2.** automatic routing of the call to a DOC Internal Affairs investigator. This routing shall be programmable on a case by case basis.
- C.3.37.** The OTS shall record the entire call except for calls to the offender's legal counsel at specific pre-designated numbers.
- C.3.38.** Contractor shall provide decoding and playback capability. The system shall not rely on paper copy only.
- C.3.39.** Recording and real-time monitoring shall prevail whether the call is voice, TDD/TTY or voice and TDD/TTY.
- C.3.40.** The Contractor shall provide the collect call and prepaid services through the use of an Automated Operator. At no time shall an offender be connected to a "live" operator.
- C.3.41.** The Contractor shall assume responsibility for billing called parties receiving collect calls from the OTS and for the collecting of payments for these calls. This shall be either direct billing or through the local exchange company.
- C.3.42.** The Contractor shall provide a single toll free number allowing call recipients to contact the Contractor for assistance in billing matters. This number shall be clearly shown on the called party's bill.
- C.3.43.** The customer service function shall not be subcontracted.
- C.3.44.** The Contractor shall endeavor to handle billing disputes in an equitable manner. Disputes that cannot be resolved to the satisfaction of the call recipient shall be brought to the attention of an Arbitrator to be designated by DOC. The Arbitrator shall determine how much, if any, of the disputed charges may be billed by the Contractor. Any excess shall be forgiven by the Contractor.
- C.3.45.** The Contractor shall not be required to remit commissions that would otherwise be payable to DOC for charges forgiven by the Arbitrator.

- C.3.46.** The Contractor shall provide all local, intraLATA, interLATA and interstate collect call services at all DOC institutions where the OTS is installed. The Contractor shall be responsible for installing and maintaining all telephone circuits necessary to provide the required collect and prepaid call services.
- C.3.47.** The OTS shall not process international phone calls.
- C.3.48.** The OTS shall inform the call recipient of the rate. The OTS may announce the rate automatically or provide a prompt giving the call recipient the option to hear the rate.
- C.3.49.** Timing for any call shall not begin before positive acceptance of the call.
- C.3.50.** The Contractor shall be responsible for maintenance and replacement of the OTS in its entirety or OTS individual components regardless of cause including, but not limited to, normal wear/use, offender abuse, natural disaster, or offender unrest. This system or component replacement, as necessary, shall be performed at no cost to the DOC.
- C.3.51.** Equipment maintenance by the Contractor shall be completed within eight (8) business hours after notification by DOC that maintenance is required. If maintenance is not completed or substitute equipment not provided within eight (8) hours after notification by DOC, the Contractor shall be in default.
- C.3.52.** In the case of preventative maintenance, the Contractor shall perform such in accordance with the Manufacturer's published schedule and specifications with little to no outage.
- C.3.53.** All maintenance shall meet all standards contained in the Contract. Failure of the Contractor to meet or maintain these requirements shall provide DOC with the same rights and remedies specified elsewhere in the Contract for default.
- C.3.54.** Should any critical component of the OTS fail, the Contractor shall respond to DOC's maintenance/repair calls in the following manner:
- C.3.54.1.** "Response" to a maintenance call requires that the Contractor shall 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.
- C.3.54.2.** After receipt of the service call from DOC, the Contractor shall notify the reporting facility that the repairs were made remotely, or inform the reporting facility that a service technician is being dispatched to their facility.
- C.3.54.3.** The Contractor shall 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 OTS are readily available to service personnel 24 hours per day, 7 days per week, 365 days per year.
- C.3.55.** All maintenance calls from DOC shall be answered by the Administrator or a designated backup.
- C.3.56.** The Contractor shall track all system downtime for each DOC facility and compile and submit per-facility records of these measures for DOC review each month.
- C.3.57.** 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 shall be in default. DOC then shall be entitled to the default remedies described in the Contract.
- C.3.58.** Maintenance and repairs at an OTS location that is experiencing a 50% or more outage shall be available 24 hours per day and seven (7) days per week.
- C.3.59.** The Contractor shall provide all pre-installation and post installation system programming and maintenance services, including related travel expenses, at no cost to DOC.
- C.3.60.** The Contractor shall keep the OTS in good operating condition during the Contract period, and DOC shall provide the Contractor with reasonable access to the OTS to perform maintenance. Preventive or scheduled maintenance shall be performed at mutually agreeable times.
- C.3.61.** 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.
- C.3.62.** 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.
- C.3.63.** The Contractor shall not charge fees for a call to a number called within the previous 15 minutes using the same PIN on calls disconnected by system error. 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.
- C.3.64.** Each call placed through the OTS shall 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 offender PIN.

- C.3.65.** The OTS shall have the capability to accept the called party's response via Dual Tone Multi-Frequency (Touch Tone Pad) input from their telephone.
- C.3.66.** The OTS shall be capable of announcing to the called party how to accept calls.
- C.3.67.** The OTS shall be capable of recording all offender calls simultaneously and at any time that a call is placed.
- C.3.68.** The recording feature shall be able to be de-activated on a per number dialed and/or per PIN basis for privileged calls (e.g. calls to attorneys).
- C.3.69.** The OTS shall allow for the monitoring of offender calls, whether voice, TDD/TTY or voice and TDD/TTY, while in process ("real time") by DOC personnel. This monitoring shall be allowed by specific offender or station. All live monitoring shall be transparent to the offender. Any and all equipment and software required to perform this function shall be provided with the system.
- C.3.70.** The recording system with the OTS shall be a fully digital system utilizing, at a minimum, state-of-the-art digital drives.
- C.3.71.** The recording system shall be capable of capturing the conversation of both parties equally well, whether voice, TDD/TTY or voice and TDD/TTY.
- C.3.72.** The recording system shall provide the highest quality playback possible by limiting compression as may be required.
- C.3.73.** The recording system shall have sufficient storage capacity to record and maintain all calls for one hundred eighty (180) days. A system wide standard for archival of recordings shall be adhered to. The OTS Contractor shall be responsible for archival and retrieval.
- C.3.74.** In the event that voice calls require storage beyond the one hundred eighty (180) days interval (per court instruction, etc.) such calls shall be tagged and saved.
- C.3.75.** In the event that voice retention requirements are increased beyond the one hundred eighty (180) days interval, selected equipment shall have the capability without replacement, to meet new storage requirements.
- C.3.76.** The Contractor shall include best quality speakers with each workstation for the best quality playback.
- C.3.77.** At many times, the recorded telephone conversations of offenders are used as evidence in criminal or DOC violation investigations. The OTS recording system shall provide a playback system allowing for recorded conversations to be reviewed on-site at DOC facilities or at required off-site locations.
- C.3.78.** All "Real-Time" monitoring or retrieval of recordings (voice, TDD/TTY or voice and TDD/TTY) shall be accessed from designated workstations on-site or off-site.
- C.3.79.** The Contractor shall provide and install adequate surge protection for the OTS and OTS components. The use of traditional "power strips" for surge protection is not acceptable for this requirement.
- C.3.80.** The Contractor shall provide and install adequate lightning protection equipment on all network services supplied for the OTS.
- C.3.81.** The Contractor shall 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 OTS components for a minimum of one (1) hour. A UPS capable of supporting each on site workstation/printer for a minimum of fifteen minutes shall also be included.
- C.3.82.** In the case of the loss of power and the failure of the UPS system, the OTS shall automatically restrict or "shut off" all offender station equipment (Telephones) so that no offender calls can be made until power is restored.
- C.3.83.** The OTS shall be capable of recovering from a power outage automatically or remotely once commercial power is restored.
- C.3.84.** The OTS shall function within the space limitations of each facility.
- C.3.85.** The Contractor shall provide matching Manufactured "Equipment Racks" for all on-site OTS equipment.
- C.3.86.** The Contractor shall provide a monitor with each on site workstation.
- C.3.87.** Access to administrative functions and data shall be password protected. The system shall use strong passwords in compliance with the State of Oklahoma guidelines. The guidelines can be found at the following URL:
http://www.ok.gov/OSF/documents/StateOfOklahomaInfoSecPPG_osf_12012008.pdf
- C.3.88.** The Contractor shall provide software enhancements/upgrades to the OTS, other than those specifically requested by DOC, at no additional cost. The installed OTS shall always be at the latest general release of

the system software. Operating systems for the system administration or system reporting terminals/PCs. Beta and Field Test Software shall 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.

- C.3.89.** The Contractor shall respond with on-site personnel to administer the OTS (Administrators). These personnel may be assigned to a geographical area within the state. The Administrator for each facility shall be the coordinator for all OTS activities, including administration, maintenance, and repair. These individuals, or designated backup personnel, shall be available at all times (24X7X365) through a toll free telephone number, fax, email, or pager. DOC shall always be able to contact a "live" person to address OTS issues within 15 minutes.
- C.3.90.** The OTS shall be able to be administered on or off-site by the Contractor or DOC personnel. Although the Contractor is primarily responsible for system administration, DOC staff, located at each facility and the central office, shall have the ability to access the OTS via a workstation(s) or PC located at each DOC facility. The workstations shall be used to supplement the Administrator's role and all related capabilities. The OTS shall also be accessible by DOC staff using designated DOC workstations. The Contractor shall provide the required software to be installed on DOC owned workstations.
- C.3.91.** The Contractor shall provide hands on training at no cost to DOC for DOC staff designated to perform administration on the OTS terminal work stations.
- C.3.92.** The OTS shall allow for changes to be administered in "real time" while the system is in use. The system shall not require the system to be taken off line to make additions, changes or retrieve reports.
- C.3.93.** The Contractor shall 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.
- C.3.94.** The Contractor shall be capable of recovering all system data for all locations, to the point of full system operation, using a system backup.
- C.3.95.** The OTS shall provide reporting and querying methods and capabilities which provide maximum flexibility, a user friendly interface, speed, efficiency and accuracy.
- C.3.96.** The OTS shall allow for the generation of reports by a DOC facility, a combination of DOC facilities or all DOC facilities.
- C.3.97.** The OTS shall allow for the generation of reports by DOC personnel based on their user level restriction.
- C.3.98.** The OTS shall allow for the generation of standard system reports as well as reports customized for the specific needs of DOC.
- C.3.99.** The OTS shall allow for selected reports to be generated automatically based on DOC criteria (i.e., time of day, volume of calls, particular offender, etc.).
- C.3.100.** The OTS shall provide adequate processing power and memory to allow for rapid search and report generation capabilities.
- C.3.101.** The OTS shall allow for all report data to be stored in an ASCII file format and also in a Microsoft Excel® on removable electronic storage media (i.e., CD-ROM, DVD, etc.).
- C.3.102.** The OTS shall allow for all reports to be viewed in hard copy format or viewed on-line by a user with the proper access level, viewed in Microsoft Excel®.
- C.3.103.** The OTS shall provide for the following reports, at a minimum, to be generated for DOC:
 - C.3.103.1.** Chronological List of Calls
 - C.3.103.2.** Daily Call Volume Summary
 - C.3.103.3.** Daily Call Volume Detail
 - C.3.103.4.** Offender Account Summary
 - C.3.103.5.** Offender Account Detail
 - C.3.103.6.** Frequently Dialed Numbers
 - C.3.103.7.** Specific Telephone Number Dialed Usage
 - C.3.103.8.** Suspended Offender Account
 - C.3.103.9.** Alert Notification
 - C.3.103.10.** Telephone Numbers Called by More Than One Offender
 - C.3.103.11.** Telephone Numbers Assigned to More Than One Offender Account

- C.3.103.12.** Quantity of Calls per Offender Account
- C.3.103.13.** Quantity of Minutes per Offender Account
- C.3.103.14.** Blocked Telephone Number List
- C.3.103.15.** Local Exchange Volume (by Exchange)
- C.3.103.16.** Area Code Volume (by Area Code)
- C.3.104.** The Contractor shall provide on removable electronic storage media (i.e., CD-ROM, DVD, etc.) detail supporting the monthly commissions remitted to DOC. The report shall be easily reconciled to the total commissions paid and show, at a minimum, gross revenues and commission by call summarized by date and facility. The report shall be organized so that the commissions earned on each call can be easily verified to be included in the payment received.
- C.3.105.** Any reports generated by either DOC staff or an OTS administrator at a workstation or PC, either on premises or off-site shall have the ability to e-mail the report to a target e-mail address. DOC shall be responsible for providing any e-mail address/account on a PC owned by DOC.
- C.3.106.** The OTS shall provide alert levels to be placed on each particular offender's account information. Such alert levels shall be viewable in real time mode via the system administration terminal or via printed report.
- C.3.107.** The Contractor shall provide a complete set of system reference manuals which shall include information specific to the installation at each DOC facility.
- C.3.108.** The Contractor shall supply trouble logs for all problems reported on the system on an as needed basis.
- C.3.109.** The Contractor shall supply all necessary documentation to the DOC site contact person(s) relating to maintenance contact numbers, maintenance reporting procedures, maintenance escalation procedures, etc.
- C.3.110.** The equipment and software shall be in production and installed and in use by one or more customers.
- C.3.121** The Contractor shall supply marketing and informational material to be distributed at each DOC location. This material shall provide instructions for setting up accounts, overview of the OTS operation, contact numbers, etc.

C.4. Equipment:

- C.4.1.** The Contractor shall provide all required materials, hardware, software and station cabling (where re-use is unavailable or new locations are required) to install the OTS station equipment.
- C.4.2.** All OTS station equipment shall be powered by the telephone line and require no additional power source.
- C.4.3.** All OTS station equipment shall have the physical and design characteristics that include all of the following:
 - C.4.3.1.** A chrome plated DTMF tone dial that is water, flame and shock resistant
 - C.4.3.2.** A hearing aid compatible handset
 - C.4.3.3.** A steel housing that protects the electronic components of the telephone
 - C.4.3.4.** A paint/finish that is mar and scratch resistant
 - C.4.3.5.** A faceplate with concise dialing and operating instructions
 - C.4.3.6.** A 24" armored handset cord that is resistant to stretching and breaking
 - C.4.3.7.** A tamper proof housing
 - C.4.3.8.** An installation reinforced by security studs to prevent easy removal of the telephone
- C.4.4.** The majority of the OTS station equipment shall be permanently mounted wall or pedestal telephones.
- C.4.5.** The OTS station equipment shall be compact in design.
- C.4.6.** The OTS station equipment shall be true dual-tone multi-frequency (DTMF).
- C.4.7.** The OTS station equipment shall not be capable of programming any feature of the OTS.
- C.4.8.** The OTS station equipment shall not be programmable for any purpose.
- C.4.9.** The OTS station equipment shall not include coin entry slots or coin return slot regardless of whether these functions are disabled on the station equipment.
- C.4.10.** The Contractor shall provide a unique number, physically imprinted on each OTS Station Set so that the number can be seen by DOC staff for the purpose of reporting troubles and troubleshooting problems. As new OTS 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 OTS Station Sets.

- C.4.11.** The OTS station equipment shall be capable of reducing background noise or utilize directional microphones in the handset.
- C.4.12.** All OTS station equipment shall provide volume controls which allow offenders to amplify the called party's voice without amplifying the offender's voice at his or her end.
- C.4.13.** The Contractor shall provide dialing instructions in English and Spanish on each OTS Station Set in a manner which reduces the possibility of them being destroyed.
- C.4.14.** The Contractor shall place a "warning" placard in both English and Spanish on each OTS Station Set that states "This Call is Subject to Monitoring and/or Recording" in a manner which reduces or eliminates the possibility of this message being destroyed.
- C.4.15.** The Contractor shall maintain the above-mentioned station set dialing instructions and warning statements for legibility and accuracy during the course of the Contract.
- C.4.16.** Contractor shall be responsible for providing a single TDD/TTY device for the OTS at each DOC institution. The TDD/TTY service shall be provided at no cost to the offender with time limits for use set by DOC personnel.
- C.4.17.** The OTS TDD/TTY equipment shall allow offenders to communicate via keyboard entry.
- C.4.18.** The OTS TDD/TTY equipment shall contain a display (i.e., LCD, LED, etc.) and a printer device. The printer shall be located remote from the OTS TDD/TTY equipment. Location shall be defined at time of installation.
- C.4.19.** The OTS TDD/TTY equipment shall have real-time monitoring capability so that whatever is keyed is immediately displayed at a monitoring area either on-site or off-site.
- C.4.20.** If hardware or software components are determined at any renewal point by DOC to be obsolete the Contractor shall be required to update the equipment or software to resolve the issue.

C.5. Installation

- C.5.1.** Installation shall conform to the National Electric Code (NEC), BICSI, and all other applicable national and local codes and with accepted telecommunications' industry standards.
- C.5.2.** Where components, cables, cabinets, etc. are mounted on walls, ceilings, etc., suitable anchors shall be used, so that if any one hanger should fail, the device shall remain securely in place.
- C.5.3.** 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.
- C.5.4.** All Manufacturers' recommendations shall be strictly adhered to.
- C.5.5.** In cases where existing cabling cannot be used, The Contractor shall install new station cabling at no cost to DOC. Any new cabling shall include wall plate, cross connection, patch cords, etc. as required by DOC.
- C.5.6.** The Contractor shall 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 shall be required to install the OTS.
- C.5.7.** 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 Contractor.
- C.5.8.** The Contractor shall at all times, keep the work site free from accumulation of waste materials and/or rubbish resulting from delivery of services.
- C.5.9.** No exposed wiring or wire mold or other surface mounted raceway shall be permitted in finished areas.
- C.5.10.** The Contractor shall provide all necessary labor, equipment and accessories to complete the job in a satisfactory manner.
- C.5.11.** The Contractor shall ensure that all of OTS work and materials shall 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.
- C.5.12.** The Contractor shall acquire all necessary permits, etc. Should violation of codes occur relating to the OTS, the Contractor shall correct the situation at no cost to DOC.
- C.5.13.** Work may be conducted with other trades. The Contractor shall conduct all work in harmony with other trades.

C.6. Wiring Standard

- C.6.1.** The Contractor shall follow Manufacturers' wiring standards for cross-connect activities and any additional wiring that may be required throughout the building.
- C.6.2.** The Contractor shall be responsible for cross-connecting new systems to existing wiring schemes. The Contractor may not assume that existing facility wiring shall be properly labeled and identified.
- C.6.3.** Grounding and bonding shall meet or exceed EIA/TIA-607.
- C.6.4.** Additional telephone station wiring shall be twisted pair, 24 gauge, minimum of Category 5E, and shall be UL listed CMP, and shall conform to accepted industry, FCC and NEC Standards as applicable to size, color code, insulation, etc. The Contractor installed wiring shall be new and shall remain the property of DOC at the end of the Contract period.
- C.6.5.** Cable connections, splicing and termination shall be done in accordance with Industry Accepted Practices and Manufacturer's instructions.
- C.6.6.** All supporting devices for the cabling shall not pinch, bind, crimp, or in any other manner cause the physical or performance characteristic alterations of the cables.
- C.6.7.** All costs associated with the testing of wiring, both new and old, in preparation for the implementation of the new systems, shall be the responsibility of the Contractor.
- C.6.8.** The Contractor shall be responsible for assuring that existing station wiring shall not adversely affect the performance of the Contractor's equipment or subsystems and that distribution to user terminals shall meet Manufacturer's and DOC requirements.
- C.6.9.** The Contractor shall work with DOC to determine the exact times when offender station equipment (Telephones) can be replaced to reduce "down time".

C.7. Patching and Painting

- C.7.1.** It shall be the responsibility of the Contractor to restore damaged walls, ceilings, and/or wall coverings to their original condition.
- C.7.2.** 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.
- C.7.3.** The quality of patching shall maintain the same fire rating as the original wall or ceiling covering.

C.8. Firestopping and Sealants

- C.8.1.** 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.
- C.8.2.** Fire ratings shall be a minimum of one (1) hour, but not less than the fire resistance of the floor or wall being penetrated.
- C.8.3.** Codes and Standards for firestopping materials include:
 - C.8.3.1.** ASTM E814
 - C.8.3.2.** UL 1479
 - C.8.3.3.** NFPA 101-88. 6-2/2/5 and 6-2.2.8
- C.8.4.** Installation shall conform to Manufacturer's printed instructions for installation.
- C.8.5.** Firestop materials shall be non-combustible silicone elastomer sealant having a UL Classification as a "fill, void or cavity material."
- C.8.6.** The Contractor shall submit Manufacturer's product data, specifications, and installation instructions to the DOC project leader for review and approval prior to making any penetrations.
- C.8.7.** 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.
- C.8.8.** Firestops shall be examined by DOC staff and applicable Code authorities prior to closing in work.
- C.8.9.** Firestopping of new penetrations shall occur by the end of each working day.
- C.8.10.** The Contractor and SubContractors shall be cleared for security access by DOC and shall follow all DOC security rules.
- C.8.11.** The Contractor shall comply with Federal, State, municipal, and OSHA laws, rules, regulations, and code requirements.

- C.8.12.** The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with performing services. The 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.
- C.8.13.** The Contractor 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.
- C.8.14.** The Contractor shall comply with all DOC requirements for facility access including tool control, background checks and dress code.

D. EVALUATION

D.1. Evaluation and Award

- D.1.1.** Proposals shall be evaluated on the "best value" determination in accordance with the State of Oklahoma Statute Title 74, Section 85. Once the evaluation is complete, the recommendation shall be forwarded to the Department of Central Services, Central Purchasing Division for final approval and award of contract. The State reserves the right to negotiate with one or more suppliers.

D.2. Negotiations

- D.2.1.** In accordance with Oklahoma Statutes, title 74 subsections 85.5.J (5) and 85.9D.A, the State of Oklahoma reserves the right to negotiate with one, selected, all or none of the Suppliers responding to this solicitation to obtain the best value for the State. Negotiations would be through the State Purchasing Director and could entail discussions on products, services, pricing, contract terminology or any other issue that mitigate the State's risks. The State shall consider all issues to be negotiable and not artificially constrained by internal corporate policies. Negotiation may be with one or more Suppliers, for any and all items in the Supplier's proposal. Firms that contend that they lack flexibility because of their corporate policy on a particular negotiation item shall face a significant disadvantage and may not be considered.

D.3. Selection Criteria:

- D.3.1.** The State of Oklahoma shall conduct a comprehensive, fair and impartial evaluation of the responses received for this Solicitation. The responses shall be evaluated and scored separately. Responses shall be evaluated using the best value criteria listed below:
 - D.3.1.1.** Cost
 - D.3.1.2.** Narrative/Technical Response
 - D.3.1.3.** Supplier/Consultant Qualifications
 - D.3.1.4.** References
 - D.3.1.5.** Added Value

D.4. Evaluation Process

- D.4.1.** Evaluation and Ranking of Proposals
 - D.4.1.1.** Proposals shall be scored on information provided in response to Sections C and E. Proposals shall be ranked based on the total score received during this evaluation. The DOC may award a contract based on its initial review of proposals received without further evaluation or discussion of any proposals with any Supplier.
 - D.4.1.2.** The evaluation process may, at DOCs discretion, include demonstrations by selected Suppliers of proposed systems and/or specific applications. Such demonstrations shall include functions selected and provided in advance to the Supplier by DOC. The demonstrations may also include requests at the time of the demonstration for other functions to be shown. All Supplier costs associated with participation in system demonstrations conducted for DOC are the responsibility of the Vendor.

E. INSTRUCTIONS TO SUPPLIER

E.1. Anticipated Timeline

RFP Milestones Estimated Completion Dates	
RFP Issue Date	August 26, 2010
Pre-Bid Site Visit	September 14, 2010 at 9:00am
Supplier Question Deadline	September 28, 2010 at 9:00am
Supplier Answers Posted as Amendment	October 7, 2010
Proposals to RFP Due	October 21, 2010 at 3:00pm

E.2. Pre-Bid Site Visit

A pre-bid site visit has been scheduled for the date, time, and location provided below. The site visit will allow suppliers interested in responding to this solicitation an opportunity to visit a DOC location to see the current system set-up. All interested suppliers should review and be familiar with the scope of this RFP prior to the site visit. It is highly recommended that all interested parties participate in this pre-bid sit visit. Due to security requirements of the DOC, it is necessary for suppliers to RSVP by email to Laura Bybee at laura_bybee@dcs.state.ok.us by September 10th, 2010, with a notice of their intent to attend and list of individuals that will be representing their organization.

Vendors attending the Pre-Bid will also have to comply with the security requirements as listed in Section B.1. Vendors not meeting these requirements will not be allowed into the facility.

E.3. Pre-bid Site Visit Information:

- E.3.1. Date: Thursday, September 14, 2010
- E.3.2. Location: Clara Water Community Corrections
9901 N. I-35 Service Road
Oklahoma City, OK 73152-5228
- E.3.3. Time - 9:00 a.m.

E.4. Requirements

- E.4.1. Supplier responses to the OTS requirements shall follow the format given for each section.
- E.4.2. The Supplier shall indicate concur or non-concur with each requirement in Section C. Comments shall be provided for clarification where necessary. Suppliers shall provide a complete explanation for any non-concur. The response shall be in the following format:
 - E.4.2.1. Requirement number (i.e. C.1.1) Concur/Non-concur Comments
- E.4.3. Suppliers are cautioned not to indicate a functionality when, in fact, the particular function is in development. If this is the case, then Suppliers should note this fact in the comments column and indicate the expected date such features be made available.
- E.4.4. By responding in the affirmative to a capability item, the Supplier agrees to support such capability in its product.

E.5. Narrative

- E.5.1. Supplier shall provide a narrative for each of the subjects/areas below. The narrative for each subject/area shall be limited to fifteen (15) single spaced pages.
- E.5.2. Supplier shall provide a detailed explanation of problem logging, resolution, and escalation. Indicate the levels of support provided.
- E.5.3. Supplier shall describe their methodology, network, communications protocols, and hardware environment for meeting the requirements of the OTS. Identify the network connectivity requirements for institutions, community corrections and administrative offices. Identify any resources that DOC shall need to provide.
- E.5.4. Supplier shall describe fully their revenue sharing model. Supplier shall describe completely their costing methodology. Include fixed costs, variable costs, taxes, and how profit is calculated.
- E.5.5. Supplier shall describe their methodology for OTS charges/fees and establishing customer accounts. This shall include types of accounts, payment processes, collection, etc. The Supplier shall provide a list of all costs required for the customer to set up an advance pay account. Identify all fees associated with the establishment and replenishment of the account. Supplier shall describe any arbitrary system limitations such as number of calls per month, amount of charges for a specific period of time, etc.

- E.5.6. Supplier shall provide a timeline for the engineering, installation, and implementation of the system. Supplier shall identify all resources (including DOC resources) required within each phase/time period.
- E.5.7. Supplier shall completely describe the training that shall be provided to DOC. Identify the type of training, intended audience, length of training, method of training, location of training, training materials provided, etc.

E.6. References and Qualifications

- E.6.1. Supplier shall have at least two years experience in fielding and support of an OTS of similar scope and size as described in this RFP. Supplier shall provide a narrative of their experience in this field/area. The narrative shall not exceed five, single spaced pages.
- E.6.2. Supplier shall provide a list of a minimum of three and maximum of five public entities (federal/state/city/county) of similar scope and size to DOC where their product has been placed into production. The list shall include a contact name, phone number, and mailing address for each. A fax number and e-mail address is desired. Describe (one paragraph) the scope of the project performed for each of the entities.

E.7. Accessibility Standards

- E.7.1. Compliance with Oklahoma Information Technology Accessibility Standards
- E.7.2. Supplier must provide with their proposal, a description of conformance with the applicable Oklahoma Information Technology Accessibility Standards for the proposed product, system or application development/customization by means of either completing an attached Voluntary Product Accessibility Template (VPAT) (attachment B) or other comparable document. Instructions are provided in attachment C, or follow this link

http://www.ok.gov/DCS/Central_Purchasing/VPAT_&_Accessibility.html

E.8. Value Added Items:

- E.8.1. Suppliers are invited to describe any service, feature or other item that they would like to propose that they feel may add additional value to their proposal. The purpose of value added is to provide suppliers with an opportunity to identify any value added options or ideas that may benefit DOC. These options or ideas may also be referred to as additional or optional services. Each supplier should consider the question: "What value do I bring that differentiates me from my competitors." Marketing material is considered to be of no value by DOC in this process and will only have a negative impact on a supplier's score. All value added options must be related to a cost, time, service, and/or satisfaction of the DOC, impact. Suppliers must identify if the proposed value added options are being offered at no cost or at a cost to DOC. If they are at cost, identify a detailed breakdown of the costs in this section. Note that all value added ideas must NOT be included in the proposed fee structure in H. Price and Cost. Prior to award, the State will determine if the value added items will be accepted or rejected. The State reserves the right to request additional information on any value added options.

F. CHECKLIST

None

G. OTHER

None

H. PRICE AND COST

H.1. COST PROPOSAL

- H.1.1. Flat Rate and taxes per call: There shall be a flat rate for all calls within the United States. This rate shall be for a fifteen minute call. The flat rate shall not include taxes. Taxes to be charged to the customer in addition to the flat rate proposed must be identified in the proposal.
- H.1.2. **Revenue Sharing:** The OTS shall be provided at no cost to the DOC. The DOC shall enter into a revenue sharing agreement with the successful Supplier. Revenue sharing payments to DOC shall be based off of a percentage of Gross Profit. Gross profit shall be defined as the total sales revenue minus cost of sales plus other direct costs. Cost of sales and other direct costs shall not include overhead, interest, or taxes.

H.2. The Supplier shall provide a cost and revenue sharing proposal for the initial contract period, as well as, each of the additional nine (9) optional one year renewal periods using the following format:

H.2.1. Year 1 (initial contract period):

Flat rate for 15 minute call to anywhere in the United States \$ _____ per/15 min call

Taxes charged directly to customer (description and cost):

Revenue Sharing—percentage of Gross Profit to be paid to DOC _____% of Gross Profit

H.2.2. Year 2 (optional period #1 of 9):

Flat rate for 15 minute call to anywhere in the United States \$ _____ per/15 min call

Taxes charged directly to customer (description and cost):

Revenue Sharing—percentage of Gross Profit to be paid to DOC _____% of Gross Profit

H.2.3. Year 3 (optional period #2 of 9):

Flat rate for 15 minute call to anywhere in the United States \$ _____ per/15 min call

Taxes charged directly to customer (description and cost):

Revenue Sharing—percentage of Gross Profit to be paid to DOC _____% of Gross Profit

H.2.4. Year 4 (optional period #3 of 9):

Flat rate for 15 minute call to anywhere in the United States \$ _____ per/15 min call

Taxes charged directly to customer (description and cost):

Revenue Sharing—percentage of Gross Profit to be paid to DOC _____% of Gross Profit

H.2.5. Year 5 (optional period #4 of 9):

Flat rate for 15 minute call to anywhere in the United States \$ _____ per/15 min call

Taxes charged directly to customer (description and cost):

Revenue Sharing—percentage of Gross Profit to be paid to DOC _____% of Gross Profit

H.2.6. Year 6 (optional period #5 of 9):

Flat rate for 15 minute call to anywhere in the United States \$ _____ per/15 min call

Taxes charged directly to customer (description and cost):

Revenue Sharing—percentage of Gross Profit to be paid to DOC _____% of Gross Profit

H.2.7. Year 7 (optional period #6 of 9):

Flat rate for 15 minute call to anywhere in the United States \$ _____ per/15 min call

Taxes charged directly to customer (description and cost):

Revenue Sharing—percentage of Gross Profit to be paid to DOC _____% of Gross Profit

H.2.8. Year 8 (optional period #7 of 9):

Flat rate for 15 minute call to anywhere in the United States \$ _____ per/15 min call

Taxes charged directly to customer (description and cost):

Revenue Sharing—percentage of Gross Profit to be paid to DOC _____% of Gross Profit

H.2.9. Year 9 (optional period #8 of 9):

Flat rate for 15 minute call to anywhere in the United States \$ _____ per/15 min call

Taxes charged directly to customer (description and cost):

Revenue Sharing—percentage of Gross Profit to be paid to DOC _____% of Gross Profit

H.2.10. Year 10 (optional period #9 of 9):

Flat rate for 15 minute call to anywhere in the United States \$ _____ per/15 min call

Taxes charged directly to customer (description and cost):

Revenue Sharing—percentage of Gross Profit to be paid to DOC _____% of Gross Profit



SOLICITATION REQUEST

 Request for Quote Request for Proposal Request for Bid**Dispatch via Print**

Department of Corrections
DEPARTMENT OF CORRECTIONS
3400 MARTIN LUTHER KING AVE
OKLAHOMA CITY OK 731360400

Request Quote ID.	Date	Buyer	Page
1310003272	07/19/2010	Laura Bybee (580)	1
Payment Terms	Date	Time	Quote Open Closing
0 Days	08/24/2010	11:01 AM	10/21/2010 03:00 PM

Requisition Number Reference: From Req ID - 1310014023

Vendor: NAME

Address: _____

Address: _____

City: _____ ST: _____ ZIP: _____

Ship To: DEPARTMENT OF CORRECTIONS
ADMINISTRATION
3400 MARTIN LUTHER KING AVE
OKLAHOMA CITY OK 731360400**Bill To:** DEPARTMENT OF CORRECTIONS
FINANCE & ACCOUNTING - PURCHASING
PO BOX 11400
OKLAHOMA CITY OK 731360400**Supplier Responses**

Line	Item # - Descr	Qty.	UOM	Unit Cost	Ext. Cost
1	1000011052 SERVICE: Telephone System Maintenance	1	EA		

OFFENDER TELEPHONE SYSTEM (OTS) FOR LOCATIONS OF THE OKLAHOMA DEPARTMENT OF CORRECTIONS PER THE ATTACHED SPECIFICATIONS.

CONTRACT PERIOD: DECEMBER 18, 2010 THROUGH JUNE 30, 2011 WITH NINE (9) ADDITIONAL ONE YEAR RENEWAL PERIODS.

Freight Terms: FOB DEST**Ship Via:** COMMON

Lead Time: _____

Supplier Remarks:**COMMENTS:**

The State Official signing this requisition affirms any contract resulting from this request shall comply with the following:

- A. No employee of the state agency is able and available to perform the services to be provided pursuant to the contract.
- B. The state agency shall receive, review and accept a detailed work plan from the supplier for performance pursuant to the contract if requested by the State Purchasing Director.
- C. The state agency has developed, and fully intends to implement, a written plan providing for the assignment of specific state agency personnel to:
 - 1) Monitoring and auditing supplier performance,
 - 2) The periodic review of interim reports, or other indications of performance, and
 - 3) If requested by the State Purchasing Director, the ultimate utilization of the final product of the nonprofessional or professional services.
- D. The work to be performed under the contract is necessary to the state agency's responsibilities, and there is statutory authority to enter into the contract.
- E. The contract will not establish an employment relationship between the state or the state agency and any persons performing under the contract.
- F. No current state employee will engage in the performance of the contract, unless specifically approved by the State Purchasing Director.
- G. The purchase of the nonprofessional or professional services is justified, and
- H. The contract contains provisions that are required by 74 O.S. Section 85.41.

NOTE:

This is NOT AN ORDER

All returned quotes and related documents must be identified with our request for quote Number.

Authorized Signature



SOLICITATION REQUEST

Request for Quote

Request for Proposal

Request for Bid

Dispatch via Print

Department of Corrections
DEPARTMENT OF CORRECTIONS
3400 MARTIN LUTHER KING AVE
OKLAHOMA CITY OK 731360400

Request Quote ID.	Date	Buyer	Page
1310003272	07/19/2010	Laura Bybee (580)	2
Payment Terms	DateTime Quote Open	Closing	
0 Days	08/24/2010 11:01 AM	10/21/2010 03:00 PM	

Requisition Number Reference: From Req ID - 1310014023

Ship To: DEPARTMENT OF CORRECTIONS
ADMINISTRATION
3400 MARTIN LUTHER KING AVE
OKLAHOMA CITY OK 731360400

Bill To: DEPARTMENT OF CORRECTIONS
FINANCE & ACCOUNTING - PURCHASING
PO BOX 11400
OKLAHOMA CITY OK 731360400

Vendor: NAME

Address: _____

Address: _____

City: _____ ST: _____ ZIP: _____

Supplier Responses

Line	Item # - Descr	Qty.	UOM	Unit Cost	Ext. Cost
------	----------------	------	-----	-----------	-----------

This requisition for services, in accordance with 74 O.S. Section 85.4.E.1, must be signed by the Chief Administrative Officer of the State agency or the Chief Administrative Officer of the requisitioning unit.

All Contracts with the State of Oklahoma are governed by the laws of Oklahoma. Venue for any action or claim shall be Oklahoma County, Oklahoma.

JUSTIFICATION:

1. INMATE TELEPHONE SYSTEM
2. NOT AVAILABLE WITHIN THE AGENCY
3. REQUIRED TO PROVIDE OFFENDER POPULATION THROUGHOUT THE STATE WITH TELEPHONE ACCESS.
4. OPEN MARKET BID FOR SERVICE
5. THIS IS A REVENUE BASED BID

DOC BUSINESS OFFICE CONTACT: TONI HALFERTY (405) 425-7131

DOC IT CONTACT: GEORGE FLOYD (405) 425-2546

This is NOT AN ORDER

All returned quotes and related documents must be identified with our request for quote Number.

Authorized Signature

Attachment A

Site Name	Phone Count
Clara Waters CWC	20
Hollis Community Work Center	4
Fredrick CWC	8
Oklahoma State Penitentiary	25
Union City CCC	19
Howard McLeod Correctional Center	30
Dr. Eddie Warrior Correctional	26
Muskogee CCC	8
Jackie Brannon Correctional	32
Northeast Oklahoma Correctional	30
Sayre CWC	5
Jess Dunn Correctional Center	57
Walters CWC	5
Marshall County CWC	6
Mangum CWC	3
Hobart CWC	5
Lawton CCC	16
Oklahoma State Reformatory	53
Altus CWC	14
Bill Johnson Correctional Center	27
Idabel CWC	4
Elk City CWC	8
Enid CCC	8
Healdton CWC	3
Waurika CWC	9
Kate Barnard CCC	15
Oklahoma City CCC	16
Hillside CCC	16
Beaver Community Work Center	4
Ardmore Community Work Center	6
Mabel Bassett Correctional Center	107
William S Key Correction Center	39
Mack Alford Correctional Center	16
Lexington Assessment/Recep Center	78
Joseph Harp Correctional Center	46
John H Lilley Correctional Center	33
Jim E Hamilton Correctional Cntr	29
James Crabtree Correctional Cntr	45
Dick Conner Correctional Center	56



State of Oklahoma
Department of Central Services
Central Purchasing

Telecommunication Products
VPAT

The following VPAT provides a sample format used to evaluate IT Standards applicable to Telecommunication Products established in Section 4.4 of the official IT Standards. The standards of this section are designed to ensure access to telecommunications products for individuals who are deaf or hard-of-hearing, individuals with speech disabilities and individuals with low vision or motor disabilities. The standards are designed to ensure access to telecommunications products for individuals who may use assistive technology such as hearing aids, cochlear implants, assistive listening devices and teletypewriters (TTYs). TTYs are devices that enable people who are deaf or hard-of-hearing the ability to communicate over the telephone; they typically include an acoustic coupler for the telephone handset, a simplified keyboard and a visible message display. One requirement calls for a standard non-acoustic TTY connection point for telecommunication products that allow voice communication but also provide TTY functionality. Other specifications address adjustable volume controls for output, product interface with hearing technologies and the usability of keys and controls by people who may have low vision or limited dexterity or motor control.

Responses to "Meet Standard and How" and "Not Applicable and Why" should be completed in detail. Simple "yes" or "comply" answers provide insufficient information necessary to conduct an informed assessment.

Product Name/Description: _____

Date VPAT Completed: _____

Supplier Name: _____

Name of Person Completing Form: _____

Telephone Number: _____

**Telecommunications Products - IT Standards Section 4.4
Voluntary Product Accessibility Template**

Criteria: (a) Telecommunications products or systems that provide a function allowing voice communication and do not themselves provide TTY functionality, shall provide a standard non-acoustic connection point for TTYs. Microphones shall be capable of being turned on and off to allow the user to intermix speech with TTY use.

Supporting Features:

Remarks and explanations:

Criteria: (b) Telecommunications products, which include voice communication functionality, shall support all commonly used cross-manufacturer non-proprietary standard TTY signal protocols.

Supporting Features:

Remarks and explanations:

Criteria: (c) Voice mail, messaging auto-attendant and interactive voice response telecommunications systems shall be usable by TTY users either through direct TTY access or through use of the relay service and by Voice Carry over (VCO), Hearing Carry Over (HC), Video Relay Services (VRS) or Speech To Speech users through the relay service.

Supporting Features:

Remarks and explanations:

Criteria: (d) Voice mail, messaging, auto-attendant, and interactive voice response telecommunications systems that require a response from a user within a time interval shall give an alert when the time interval is about to run out and shall provide sufficient time for the user to indicate more time is required.

Supporting Features:

Remarks and explanations:

Criteria: (e) Where provided, caller identification and similar telecommunications functions shall also be available for users of TTYs and for users who cannot see displays.

Supporting Features:

Remarks and explanations:

Criteria: (f) For transmitted voice signals, telecommunications products shall provide a gain adjustable up to a minimum of 20 dB. For incremental volume control, at least one intermediate step of 12 dB of gain shall be provided. Notwithstanding gain requirements, maximum output shall not exceed 125 db SPL.

Supporting Features:

Remarks and explanations:

Criteria: (g) If the telecommunications product allows a user to adjust the receive volume, a function shall be provided to automatically reset the volume to the default level after every use if the volume is capable of greater than 18 dB of gain.

Supporting Features:

Remarks and explanations:

Criteria: (h) Where a telecommunications product delivers output by an audio transducer which is normally held up to the ear, a means for effective magnetic wireless coupling to hearing technologies shall be provided.

Supporting Features:

Remarks and explanations:
Criteria: (i) Products that transmit or conduct information or communication shall pass through cross-manufacturer, non-proprietary, industry-standard codes, translation protocols, formats or other information necessary to provide the information or communication in a usable format. Technologies which use encoding, signal compression, format transformation or similar techniques shall not remove information needed for access or shall restore it upon delivery.
Supporting Features:
Remarks and explanations:
Criteria: (j) (1) Products which have mechanically operated controls or keys shall comply with the following: Controls and keys shall be tactilely discernible without activating the controls or keys.
Supporting Features:
Remarks and explanations:
Criteria: (j) (2) Products which have mechanically operated controls or keys shall comply with the following: Controls and keys shall be operable with one hand and shall not require tight grasping, pinching, twisting of the wrist. The force required to activate controls and keys shall be 5 lbs. (22.2N) maximum.
Supporting Features:
Remarks and explanations:
Criteria: (j) (3) Products which have mechanically operated controls or keys shall comply with the following: If key repeat is supported, the delay before repeat shall be adjustable to at least 2 seconds. The key repeat rate shall be adjustable to 2 seconds per character.
Supporting Features:
Remarks and explanations:
Criteria: (j) (4) Products which have mechanically operated controls or keys shall comply with the following: The status of all locking or toggle controls or keys shall be visually discernible, and discernible either through touch or sound.
Supporting Features:
Remarks and explanations:



The Voluntary Product Accessibility Template is a tool to assist in making preliminary assessments regarding the availability of electronic and information technology products and services with features that support accessibility.

The VPAT provides a summary view of criteria specific to various types of technologies identified in the Oklahoma Information Technology Accessibility Standards. There are three sections in each table. Section one of the Summary Table describes each section of the Standards. The second section describes the supporting features of the product or refers you to the corresponding detailed table, "e.g., equivalent facilitation." The third section contains any additional remarks and explanations regarding the product.

Oklahoma EITA Procurement Clause:

Pursuant to Title 74, Section 85.7d and OAC 580:15-6-21 electronic and information technology procurements, agreements, and contracts shall comply with applicable Oklahoma Information Technology Accessibility Standards issued by the Oklahoma Office of State Finance.

EIT Standards may be found at www.ok.gov/DCS/Central_Purchasing/index.html or http://www.ok.gov/OSF/documents/isd_itas.doc.

1) For Information Technology or Communications Products, Systems and Applications not requiring development and/or customization. The Contractor shall provide a description of conformance with the applicable Oklahoma Information Technology Accessibility Standards for the proposed product, system or application by means of either a Voluntary Product Accessibility Template (VPAT) or other comparable document, upon request.

The Contractor shall indemnify and hold harmless the State of Oklahoma and any Oklahoma Government entity purchasing the products, systems, or applications not requiring development and/or customized by the Contractor from any claim arising out of the Contractor's failure to comply with applicable Oklahoma Information Technology Accessibility Standards subsequent to providing certification of compliance to such Standards.

2) For Information Technology or Communications Products, Systems or Applications requiring development and/or customization. The Contractor shall provide a description of conformance with the applicable Oklahoma Information Technology Accessibility Standards for the proposed product, system, or application developed and/or customized by means of either a Voluntary Product Accessibility Template (VPAT) or other comparable document, upon request. Additional requirements and documentation may be required and compliance will be necessary on the Contractor's part. Such requirements will be stated in documents such as State Bids, Request for Proposals, Contracts, Agreements, Purchase Orders, and Amendments.

The Contractor shall indemnify and hold harmless the State of Oklahoma and any Oklahoma Government entity purchasing the products, systems, or applications from the Contractor, from any claim arising out of the Contractor's failure to comply with applicable Oklahoma Information Technology Accessibility Standards subsequent to providing certification of compliance to such Standards. However, the Contractor shall no longer have an obligation to indemnify the State for liability resulting from products, systems or applications developed and/or customized that are not in compliance with applicable Oklahoma Information Technology Accessibility Standards ("Standards") **after** the State has tested and confirmed that the product, system or application meets the accessibility requirements in the Standards.

How to Get Started - Begin with your product's specification or a list of its known features:

1. Determine which subsection(s) of the Oklahoma Information Technology Accessibility Standards (IT Standards) apply to your product. Document the product's ability to meet the standards in the applicable areas, such as software, operating system, and so on.
2. For each standard in the applicable area(s), determine if the product meets or supports the standard.
 - If the product appears to meet or support the standard, then you have the option of providing examples of features that are accessible or of specific accessibility features that exist.
 - If the product appears to not meet the standard, remember that the OK Information Technology Accessibility Standards allow for alternative products provided that they result in substantially equivalent or

greater access. The product can meet the standard as long as the feature performs in the same manner as it does for any other user. This is called "functional equivalency."

3. When the VPAT draft is complete, translate the technical language into language that will be understood by a state agency procurement officer. We encourage use of suggested language noted in the section "Suggested Language for Filling out the VPAT".

4. **Suggested Language for filling out the VPAT**

Suggested language below has been developed for use when filling out a VPAT. All or some of the language may be used. You are encouraged to use consistent language in VPATs throughout the form.

<u>Supporting Features</u>	
Supports	Use this language when you determine the product fully meets the letter and intent of the criteria.
Supports with Exceptions	Use this language when you determine the product does not fully meet the letter and intent of the criteria, but provides some level of access relative to the criteria.
Supports through Equivalent Facilitation	Use this language when you have identified an alternate way to meet the intent of the criteria or when the product does not fully meet the intent of the criteria.
Supports when combined with Compatible AT	Use this language when you determine the product fully meets the letter and intent of the criteria when used in combination with compatible AT. For example, many software programs can provide speech output when combined with a compatible screen reader (commonly used assistive technology for people who are blind).
Does not Support	Use this language when you determine the product does not meet the letter or intent of the criteria.
Not Applicable	Use this language when you determine that the criteria do not apply to the specific product.
Not Applicable - Fundamental Alteration Exception Applies	Use this language when you determine a fundamental alteration of the product would be required to meet the criteria (see the IT Standards for the definition of "fundamental alteration").

Remarks & Explanations (third section on VPAT)

Providing further explanation regarding features and exceptions is especially helpful. Use this section to detail how the product addresses the standard or criteria by:

- Listing accessibility features or features that are accessible;
- Detailing where in the product an exception occurs; and
- Explaining equivalent methods of facilitation (See Section 3.5 of the IT Standards for definition of "equivalent facilitation").