

2.5-B. System C: Monitoring and Recording Equipment/System:

1. General Conditions - Monitoring and Recording Capability: System C is composed of equipment to monitor and record telephone calls made using the inmate stations at the SCI's. There shall be no charge to the Commonwealth by the Contractor for the telephone lines, cabling, Contractor work, associated wiring or any other cost to install and maintain the monitoring and recording system. For the most part the Commonwealth cabling and conduit is provided. The DOC installs the house cable, inside station wiring to provision the inmate stations, however in some instances Contractor may have to supply what is required to complete the project, which would be minimal and would be handled by a case-by-case basis.
  - a. Monitoring and recording equipment shall be installed within the administrative building(s) of the SCI's. The system shall be configured so that real time monitoring can not only be accomplished from each SCI Security Office and potentially from any new SCI location(s) but also from each SCI Superintendent's office, the DOC Central Office Security Office, and/or the DOC Office of Professional Responsibility. All DOC-SCIs will have monitoring and record equipment/systems in each Security Office. Each DOC-SCI security office monitors and investigates their facility. The two (2) organizations as stated are 5-C Investigation Staff Operations 1). Headquarter Security Office 2). Office of Professional Responsibility. Both staff operations shall be provided full access to the SCI inmate telephone control systems and the SCI real time monitoring and recording system and their associated databases as well as the central processor and its databases. The Contractor shall explain how this remote monitoring requirement shall function with its proposed systems.
  - b. RAID (Redundant Array of Inexpensive Disks) storage technology is required in response to this RFP.
  - c. The recording system shall include the capability to simultaneously record calls from all inmate telephone stations in each SCI while providing audio outputs for monitoring randomly selected, or preselected, circuits.
  - d. The recording system shall include the capability to record at the DOC Central Security Office and at the DOC Office of Professional Responsibility in both live and re-record modes. Re-record mode is to record a conversation previously recorded at an

institution. Operation shall be manual as required or by preprogrammed instruction.

2. Operational Standards: The system for monitoring and recording inmate calls shall have the following operational standards:
  - a. A software package that includes, but is not limited to, the following items:
    - (1) Software capable of maintaining an unlimited number of call records (based on storage media). A call record is who made the call, date and time the call was made, the length of the call and why the call was terminated.
    - (2) All call records shall be stored on site and available to the SCI on demand.
    - (3) Software capable of maintaining one full year of call records on site (based on storage media). System management of these records shall be completely automatic and records available on demand.
    - (4) All call records shall be stored.
    - (5) The system operator at each SCI shall only need to set the initial parameters of the number of months to archive (up to 12) and the number of days to maintain on-line (up to 12) and then management shall be automatic. After 12 months the oldest record shall be deleted with the exception of records pertaining to on going investigations. Contractor must always obtain permission from the SCI Security Officer prior to deleting any records.
    - (6) Selection of archived months for on-line use shall be accomplished from a menu selection. Contractor shall explain the procedure for retrieval.
    - (7) The user shall be able to search and locate call records by any or all of the following search fields in any combination:
      - (a) Area code
      - (b) Prefix
      - (c) Suffix

- (d) Date or date range
  - (e) Time or time range
  - (f) Length of call
  - (g) Channel location on voice recording system
  - (h) Inmate station location code
  - (i) PIN
- (8) Password protection at the database and report levels.
- (9) City, and state of any call shall be displayed with the call record by an area code and prefix system. Any call recorded shall be able to be selected and the information displayed on the screen.
- (10) The software shall generate a report of any call to a number under surveillance and automatically generate an alarm to the system operator. The information associated with that telephone number shall be automatically linked to any call to that number.
- (11) The inmate ID database shall be able to contain the name, DOC Number, background information, and free form notes about the inmate. Total flexibility shall be given to the user to keep the type of information, which is deemed important. Reference 1-34 for the definition of DOC Number. The user may deem specific PIN settings, information or restrictions important. Examples (other than DOC Number, background information, and free-form notes) include:
- Time of day and/or days of week that a number may be called by PIN, group of PINs, facility or system wide.
  - Maximum duration of a call from that number and/or PIN, group of PINs, facility or system wide.
  - Maximum number of calls to a number or from a PIN, group of PINs, facility or system wide per day/week/month/amount, etc.
  - Suspension of phone privileges by PIN or group of PINs.
  - Approved phone number lists by PIN.
  - Assignment of inmates by PIN to an individual telephone or group of phones.
  - Ability to access multiple inmate IDs.

- (12) The directory and filing system of the software shall have the ability to maintain all the various types of data files for future use.
  - (13) The software package shall contain the ability to generate reports. Copies of current standard reports shall be supplied with the proposal. The package shall be capable of generating these reports at a preprogrammed time and upon demand. These reports shall be sent to a printer, a screen or to a disk. Automatic reports shall include inmate, using agency, staff and group reports generated from the information stored in specific databases. These reports shall be able to be manually produced at any time as well. Contractors shall delineate standard reports offered by the proposed system.
  - (14) The system shall make available to the operators of the system a selection of informational viewing screens. For example, the telephone summary screen shall provide a listing by PIN of all outside numbers called, and a listing by called telephone number showing what PIN's are calling it. Copies of standard reports shall be supplied with the proposal.
  - (15) The system shall provide a case summary screen to include all numbers called that are under investigation and linked through the same case number. Copies of current standard screens shall be supplied with the proposal.
  - (16) The system shall provide a 98/NT/Windows 2000 compatible operating system.
- b. A hardware package that includes, but is not limited, to, the following items:
- (1) The recording system shall be an archival storage/retrieval system designed to provide recording of the total number of inmate stations, plus 30% for growth. The equipment proposed shall be designed for continuous recording operation, including silent periods, i.e., 24 hours per day, 365 days per year. Silent periods are when the phone is opened and operational, however when the phone is not in use no recording would occur.
  - (2) All equipment supplied under this RFP shall be completely operational when installed.
  - (3) Service technicians trained by the equipment manufacturer shall be available to respond daily in the event service is required.

- (4) The selected Contractor shall supply a comprehensive operational manual to each location monitoring and recording equipment/system is installed.
- (5) The Contractor shall be responsible for the installation of all equipment proposed.
- (6) Equipment covered by this RFP shall be supported by a service response network consisting of a 24 hour on line system diagnostic center, accessed by a toll free services 800/888/877/etc number, to provide system monitoring, service alert and rapid service dispatch, if required.
- (7) A master control module/workstation shall be supplied that can fully control the proposed system.
- (8) The control unit shall act as a system controller and shall provide all control and monitoring for the proposed system.
- (9) The control unit shall provide a channel audio activity monitor. This monitor shall provide visual indication of active audio recording or active playback audio by channel.
- (10) The control unit shall provide the ability to automatically search any previously recorded media. The date/time desired shall be displayed. The unit shall be able to search at a high speed to a specific point in time/date and stop with no overshoot and begin playing.
- (11) The system shall have an audio search mode that allows search for audio on any selected channel.
- (12) Working in conjunction with the search for audio function, the control unit shall provide the ability to auto re-record.
- (13) The control unit shall be capable of being programmed to provide automatic start up and automatic shut down of the entire system at each SCI at preset times on preset days.
- (14) The control unit at each SCI shall offer complete system security and allow only operators with the appropriate level clearance to access specific functions. This shall be accomplished by multiple levels of access by programmed passwords.
- (15) The control unit shall immediately display visual alarms and sound audible alarms when any system malfunction is detected. These visual alarms shall appear on the operator console and indicate where the failure occurred.

- (16) The multi-channel recorder shall allow for the preprogramming of the transfer to and from daylight saving time automatically.
- (17) Each transport shall be capable of recording the total number of inmate telephones, plus 30% for growth.
- (18) The system shall have the ability to playback the audio at the location of the call records software system.
- (19) A complete back up UPS power supply of a minimum of four (4) hours shall be provided at each SCI that shall automatically switch on upon any failure of the primary unit.
- (20) All clocks for the system shall be synchronized to System B.
- (21) Headphones and hands free headsets shall be supplied for monitoring each workstation.
- (22) Two playback units shall be supplied to each SCI. The purpose of these units is to duplicate for purposes of court appearances, etc. Currently, this is done in the same room in which the recording unit is located.
- (23) System C shall be integrated with System B so that call detail records are easily and expeditiously matched. The Contractor shall explain how this interface shall function.
- (24) Remote monitoring and recording of selected inmate conversations shall be provided to the Headquarters Security and Professional Responsibility Offices. The Contractor shall explain how these interfaces shall function.

c. Clear Audio Recording:

DOC staff is involved in many technology committees investigating the newest and future technologies. In a typical inmate telephone system located in SCI facility, the problem exists in providing clear audio recording for investigators, because from outside the system, the only available speech is a combination of both the caller (station side) and the called party (trunk side). The result is a speech signal that sounds natural, but is almost impossible to use in most audio/signal processing systems. Some technologies evolve, in which the individual, incoming speech signals on the station side and trunk side can be recorded individually. The Contractor shall explain how clear audio recording is provided or when available with its proposed inmate telephone system.

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- d. Contractor will provide when required inmate notices/letters in English and Spanish, videos in English and Spanish, plus when new enhancements are added and/or when other languages are required in the future.

2.5-C. Investigation Staff Operations:

Two (2) separate Central Office staff operations shall be provided full access to the SCI inmate telephone control systems and the SCI real time monitoring and recording systems and their associated databases as well as the central processor and its database. These operations are the Headquarters Security Office and the Office of Professional Responsibility. Both offices are located in Camp Hill, PA.

1. Telecommunications Capabilities:

a. Communication Links:

(1) Data: SCIs to the central processor: The SCIs and the Headquarters Security and Professional Responsibility Offices need data link access to allow central database update from SCIs, to allow inquiry into SCI databases from Central Office locations, to allow inquiry into the central processor database from the two SCI locations and to allow backup of SCI inmate telephone control systems.

(2) Voice: SCIs to 2 Central Office locations: Voice grade links shall be provided from the Security Office and the Office of Professional Responsibility to SCI's to allow real time monitoring and recording of selected remote inmate telephone conversations at each of the central locations. These conversions will have been selected by the inquiring organization based on pre-set parameters such as PIN, called telephone number, etc.

b. Database Inquiry Capabilities: Up to 3 terminals shall be provided at the Headquarters Security and Professional Responsibility Offices to allow users to inquire into the central relational database, or equivalent, located at the central processor. The functionality accessed from the terminals shall be standard reports and real time SQL like inquiries.

c. Remote Voice Monitoring Capabilities: Telephone capability shall be provided from the Headquarters Security and Professional Responsibility Offices to each SCI to allow users to monitor and record inmate conversations real time and after the fact. The real time conversations being monitored/recorded may be limited to those associated with a notification based upon pre-set alert parameters. Currently existing voice circuits shall be used for concurrent voice communications between the system operators.

2. Information By Location:

- a. Headquarters Security Office: This office has headquarters responsibility for inmate security matters at all SCI's
  - (1) Location: Basement of Central Office, 2520 Lisburn Road, Camp Hill, PA 17011.
  - (2) Function: Full access to central computer database and all SCI databases. Remote audio monitoring and recording of selected inmate channels at any SCI. Full capability to generate reports as required.
  - (3) Terminals and Equipment: Up to 3 terminals and one laser printer; telephones for monitoring; recording device for recording telephone conversations; speaker telephones for conferencing.
  
- b. Office of Professional Responsibility: This office is responsible for all internal Department of Corrections security matters.
  - (1) Location: 1110 Fernwood Avenue, Camp Hill, PA 17011.
  - (2) Functions: Full access to central computer database and all SCI databases. Remote audio monitoring and recording of selected inmate channels at any SCI. Full capability to generate reports as required.
  - (3) Terminals and Equipment: One terminal; and one laser printer; telephones for monitoring; recording device for recording telephone conversations; one speaker telephone for conferencing.
  - (4) Move the Office of Professional Responsibility: A new DOC facility is in the planning stages, which will be located in Camp Hill. The Contractor shall relocate all equipment for the Headquarters Security Office and the Office of Professional Responsibility to the new facility when requested by the Commonwealth and this shall be accomplished at no cost to the Commonwealth.
  
- c. Inmate Phones for Testing Purposes for Both Collect & Prepaid Inmate Calls: The Support Services Section (SSS) interfaces with

all DOC-SCIs and all future DOC-SCIs. This requirement could expand and additional inmate test phones could be required.

- i. Location: Support Services Section (SSS) located in the Basement of Central Office, 2520 Lisburn Road, Camp Hill, PA 17011 and all DOC-SCIs and all future DOC-SCIs.
- ii. Function: One test phone each for SSS and all DOC-SCIs that will go through the inmate control system for making DOC test inmate calls by a minimum of two (2) DOC personal at each DOC-SCIs & SSS locations. The phone will be located in most cases near the control equipment. The inmate phone will be used for testing the inmate control system and making both collect and prepaid accessed by PIN numbers with a list of twenty (20) telephone numbers each. Contractors will supply these test calls with no charges to the DOC with an average of \$100.00 a month for each DOC-SCI and SSS to make test calls. The majority of the test calls made will be prepaid calling.
- iii. Telephones and Equipment: One inmate telephone or equivalent and any other associated equipment to perform the testing function at each DOC-SCI and the SSS location.
- d. Confidential Source of Information (CSI) Telephone Hot Line: All DOC-SCI requires one (1) SCI line to be located in each SCI security area. The line will be answered live or by an answering machine. Each DOC-SCI will determine if the line, which is similar to an attorney line in that it is not recorded or monitored. Each DOC-SCI will decide if the line is to be used globally or inmate specific.

2.5-D. Common Requirements: Systems B & C:

1. Call Rate Affordability: The inmate telephones shall be used by inmates incarcerated in the State Correctional Institutions. Therefore, it is essential that the services be provided at reasonable and customary rates and charges.

The Contractor's rates shall be in compliance with the following specifications:

- a. Contractor shall guarantee its rates for inmate collect and inmate prepaid with submission of its proposal for the charges associated with inmate collect and prepaid calls on Attachments 25-A – 25-E. Reference Attachments 7 and 8 for the current rates. Also, inmate collect, inmate prepaid telephones rates may not be increased for the life of the contract. In addition, yearly negotiations will take place with the awarded Contractor in reviewing market pricing with a possibility of reducing rates. If any inmate rate change is granted, the Contractor is required to supply sufficient copies of the written and dated notice both in English and Spanish for posting at each inmate telephone station 30 day prior to the effective date of the change. In addition, if possible, notification to inmate's family and friends that receive collect call from the inmates.
- b. Inmate collect local call rates including surcharge from the inmate stations, IntraLata collect call rates including surcharge from the inmate stations, Intrastate collect call rates including surcharge from the inmate stations, Interstate (including Puerto Rico & Virgin Islands) collect call rates including surcharge from the inmate stations and International (Bahamas, Barbados, Bermuda, Canada and Dominican Republic) collect call rates including surcharge from the inmate stations. The inmate collect rates shall not exceed the charges listed on Attachment 7.
- c. Inmate prepaid local call rates including surcharge from the inmate stations, IntraLata prepaid call rates including surcharge from the inmate stations, Intrastate prepaid call rates including surcharge from the inmate stations, Interstate (including Puerto Rico & Virgin Islands) prepaid call rates including surcharge from the inmate stations and International station prepaid (Bahamas, Barbados, Bermuda, Canada and Dominican Republic) prepaid call rates including surcharge from the inmate stations. The inmate prepaid rates shall not exceed the charges listed on Attachment 8.
- d. Contractor shall provide information on the long distance carrier it has chosen to provide the entire inmate collect and prepaid calling.
- e. The Commonwealth shall verify compliance with the inmate collect and prepaid pricing at the time of installation and periodically during the term of the contract.

- f. If there are questions relative to matters handled by the Pennsylvania Public Utility Commission, Mr. Terrence J. Buda, Assistant Counsel, Law Bureau, PUC, may be contacted at (717) 787-5755. He will answer any questions and provide written rules and regulations as needed.
2. Moves, Changes, Additions, and Deletions: The Department of Correction State Correctional Institutions (DOC SCI) participating under this contract may initiate moves, changes, additions, and/or deletions of components of Systems B, C and the integrated Central Office staff operations. A move is the relocation of existing equipment and its associated wiring/cabling. These moves, changes, additions and/or deletions shall be accomplished at no cost to the Commonwealth or the DOC SCIs. The Contractor will be given a minimum of ten (10) working days notice to complete the service order submitted by the DOC. The service order will be sent electronically to the Contractor. For the most part the Commonwealth cabling and conduit is provided. The DOC installs the house cable, inside station wiring to provision the inmate stations, however in some instances Contractor may have to supply what is required to complete the project, which would be minimal and would be handled by a case-by-case basic.
3. Conversion of Inmate Call Records: Contractor shall explain how one (1) year of inmates call records from each DOC-SCI and any active inmate cases can be converted from the present prime Contractor Verizon and its subcontractor systems to the Contractor's proposed inmate system. The inmate call records for the active inmate cases will be identified prior to each SCI cutover. The DOC requires voice recordings of one (1) year and the equipment/system to listen to the recorded calls with the ability to search for a desired call. Contractor will explain how it will convert the present call records of one (1) year of archives and how the DOC may listen to and manipulate the data. The current system stores all Call Detail Records in a proprietary format that provides detail for management reports, fraud analysis, and conversion to industry standard billing formats. Conversion formats available include Oracle, Excel, Paradox, MS Access and html.
4. Installation, Transition and Implementation: Upon award of a contract, the Commonwealth and the Contractor will review the Contractor's installation, transition and implementation schedule with the successful Contractor to ensure a smooth transition. A smooth transition by the awarded Contractor and the Commonwealth will be developed with the incumbent Contractor and its subcontractors. The Contractor must be ready and able to fully perform the required services. The Contractor must adhere to time and deadline requirements. If Contractor foresees any potential timing problem or has knowledge of any factor, which may impact timing or delivery and transition or installation date of items to be installed, or service staff to be in place, or

for other required services, Contractor shall include such information in the proposal.

5. Schedule of Implementation: Contractor shall submit a complete and detailed schedule of the time required for installation steps, utility coordination, training, cutover, testing and acceptance. The schedule shall include staff charts, date, and any cutover aspects. Note that no institution has a higher installation priority than any other. The inmate telephone system and monitoring and recording equipment/system shall be installed in a manner and under a time frame designed to minimize disruption of the normal functions of the DOC.

2.5-E. Training:

1. Training General: The selected Contractor shall be required to provide sufficient training to adequately orient selected Commonwealth employees on the proper use of Systems B, and C as identified in the RFP.

Systems B and C: For Systems B and C, all training shall be accomplished at a mutually agreeable location in each of the three (3) Department of Corrections Regions, which are located in the Eastern, Western and Central areas in Pennsylvania. Approximately twenty-six (26) DOC personnel would attend the training at each of the three (3) Regions. Training for a second group, specialized facilities, shall be conducted at a central site selected by the Department of Corrections. Approximately fifty-two (52) DOC personnel would attend that training.

2. Training Description:

- a. Complete Detailed Description: The Contractor must include in its proposal a complete and detailed description of the training to be provided for each of the Systems: B and C. The description shall include such details as who should be trained, the length and frequency of the training sessions, recommended class size, audio-visual aids to be employed, written material to be provided and any other information the Contractor deems pertinent to each system.
- b. Follow-Up Training: The Contractor shall also include a description of, and the number of follow up training sessions, which shall be given.
- c. Systems B and C - Site Oriented Training: For Systems B and C, training shall be provided at each SCI for the on-site Department of Corrections project coordinator and his/her support staff of approximately ten (10) individuals. Training shall be scheduled to coincide with all work shifts. As a minimum, training shall consist of the operational functions of the systems, software and programming and any other information the Contractor deems important which shall assist in a better understanding and operation of the proposed systems.

It is important that special training be provided to facility investigators as well as headquarters security staff regarding investigative reports and other special features of the proposed systems. The Contractor shall provide the materials and a trainer for this type of specialized training for the life of the contract. Requests for other training information will be required if new enhancements are added.

3. Trainer: The Contractor shall include the name and title of the person who shall have the overall responsibility for training on all systems. The Contractor shall also include the number of years training experience the person(s) have who shall do the actual training and the number of sessions previously held by each in doing training on the proposed System B and System C.
4. Training Material: Written material/pamphlet, or video utilized in the training programs, all ongoing and new training programs, Contractor shall allow the Commonwealth to make free use of any material provided.
5. End User Forum Meetings: The Contractor's project manager and its staff shall be responsible for scheduling the User Group Forum that will be held every six months to once a yearly depending the Department of Corrections needs. The forums are held at the DOC Training Academy in Elizabethtown, Pennsylvania. The end user forums are presentations to the DOC Security Officers who are located throughout the DOC-SCIs. The Contractor will provide the forum agenda, lecturer staff, training materials, demonstration, presentation, etc.

The Contractor shall also be responsible for the travel expenses for approximately one hundred twenty (120) representatives of the Commonwealth DOC-SCIs Security Officers for traveling expenses and attending the training at the DOC Training Academy in Elizabethtown, Pennsylvania. See Attachment 13 giving the content of information on the current expenses under the Commonwealth of Pennsylvania Governor's Office Management Directive 230.10 for lodging, subsistence and transportation. DOC will provide the morning snacks and drinks, lunch, and afternoon snacks and drinks for all parties attending the forums including the Contractor's staff and DOC staff. The Contractor must reimburse the Commonwealth for the traveling expenses of the Commonwealth representatives.

For an approximate number of attendees traveling from the DOC-SCIs refer to Attachment 2. Four to five DOC Security Offices would travel by a vehicle from the 26 DOC-SCIs and any new DOC-SCIs not listed on Attachment 2 to attend the end user forum meeting at DOC Training Academy in Elizabethtown, Pennsylvania. All Officers, with the exception of the Camp Hill Officers, would be staying over one (1) nights lodging. Attachment 13 Travel Expenses for Demonstration, Training End User Forum Meetings and Traveling for Reviewing New Technologies was provided for the Contractors so they could figure the expenses for its budgeting purposes. Commonwealth personnel will process travel documents through the Comptrollers Office who reviews the document and supporting documentation. The DOC Central Office will obtain the approved dollar amounts from all DOC SCI that attended the End User Forum Meetings and will issue a document to the Contractor with the dollar amount that the Contractor must reimburse to the Commonwealth.

2.5-F. Maintenance Requirements:

1. General Provisions:
  - a. Requirement: The selected Contractor shall provide the necessary labor, parts, materials, and transportation to maintain all proposed equipment, inmate telephone call control equipment, monitoring equipment, recording equipment, and all software in good working order and in compliance with the equipment manufacturer's specifications throughout the life of the contract.
  - b. No Charge to the Commonwealth: No charge shall be made to the Commonwealth or its using agencies for maintenance on Systems B or C.
2. Certification: The Contractor shall certify that all equipment and software included shall be in good working order at test and acceptance, and that the Contractor shall repair or replace malfunctioning equipment and software and return them to good working order in accordance with the requirements of this RFP.
3. Maintenance Plan, Center Location and Personnel Profile:
  - a. Maintenance Centers: Contractors shall submit a listing showing information on the locations from which maintenance personnel shall be dispatched to service Systems B and C. This information shall include, but not be limited to, the Contractor's utilization of these locations to insure that all requirements of this RFP are met. The Contractor shall explain, in detail, how it shall accomplish this. The Contractor shall submit a detailed plan explaining the geographic locations of the centers, the system and procedures for the integration of maintenance at these centers, the types of parts and equipment being maintained at these centers, and the ease with which the using agency can request maintenance service. Attachment 20 provides the content and format required.
  - b. Personnel Profile: The proposal shall also list the names of the maintenance personnel at each location and their experience working with the equipment proposed for Systems B and C. Attachment 20 provides the content and format required. It is expected that the Contractor shall only provide the names and experience of maintenance personnel who have been fully trained and qualified on the equipment and software proposed and/or certified by the equipment manufacturer if such certification is required by the manufacturer.
4. Standards For Repair: The Contractor(s) for the non-coin collect-only and prepaid inmate telephones, inmate telephone call control equipment/systems, and the

monitoring and recording equipment/systems shall adhere to the following minimum standards for repair:

- a. The Contractor shall have sufficient repair personnel to be able to simultaneously respond to multiple repair events on inmate telephones, inmate telephone call control equipment/systems, and monitoring and recording equipment/systems located throughout Pennsylvania. Refer to Attachment 3 for SCI locations.
- b. The Contractor shall provide a free-of-charge repair service number manned by a live, trained attendant(s) to receive trouble reports 24-hours a day, seven days a week, 365 days a year. Extended periods of being placed on hold will not be tolerated. Explain in detail the procedure for services provided.
- c. Out-of-hours and weekend repair service for stations other than those noted in 5. a. (1) below shall be limited to essential repairs only, as determined by the Commonwealth. The Contractor shall inform the Commonwealth as soon as possible of any occurrence of an unusual nature that may result in prolonged or serious service interruption. This notification shall go to the DOC-SCI involved in the case of inmate stations, the control equipment, and the monitoring and recording equipment. The Contractor shall perform any work requiring prolonged or serious service interruption at a time, which shall cause minimum disruption to the users in agreement with the Office of Administration and Department of Correction, and at a time mutually agreed upon. Essential repairs are repairs needed to provide safety and security.
- d. It is expected that Contractors shall address their maintenance/repair objectives or measurement standards in the responses to this RFP. Contractors shall provide their expected mean-time-to-respond and mean-time-to-repair for each of the major systems, B and C. The Contractor shall be held to maintaining these standards as well as the standards noted in paragraph 5, Maintenance Liquidated Damages.
- e. Each Contractor shall include a cleaning schedule for the inmate stations as part of the proposal.

5. Maintenance Liquidated Damages:

- a. Minor Emergency.
  - (1) The Contractor shall respond, between 8 AM and 5 PM, Monday through Friday, to a minor malfunction of the equipment and cabling within eight (8) working hours after notification between the hours of 8 AM and 5 PM.

The inmate stations, location processors, the central processor, and the monitoring and recording equipment shall be repaired 24-hours a day, seven days a week, 365 days a year. Reference Attachment 3 for locations. Included in the repair of the inmate stations is the repair of the software, cards, etc. that control the operation of the inmate telephones. If the Contractor fails to respond within eight (8) working hours, the Contractor agrees to pay to the Commonwealth \$300.00 as an initial liquidated damage, and \$15.00 for each and every hour of delay after the first eight (8) working hours. All repairs or replacements shall be completed within twenty-four (24) working hours following response to notification of a minor emergency malfunction, and the Contractor must exhibit a best efforts approach to the completion of the repairs or replacement during the first twenty-four (24) working hours following response to notification. If the Contractor fails to exhibit best efforts, as determined by the using agency (DOC), with the concurrence of the Commonwealth, to complete the repairs or replacement within twenty-four (24) working hours following initial response, the Contractor agrees to pay the Commonwealth as liquidated damages the sum of \$200.00 for each and every calendar day of delay.

- (2) For the purpose of this proposal, a minor emergency shall be defined as, or all of the following:
- (a) A failure of between 10% and 49% of the inmate stations in a bank of telephones to function as they are normally intended.
  - (b) A failure that incapacitates the monitoring and recording capability on up to 49% of the inmate lines at an SCI.
  - (c) A failure of any peripheral equipment which renders it incapable of functioning as it was intended.
  - (d) An indication of minor alarm condition in any of the processor equipment.

b. Major Emergency

- (1) The Contractor shall respond by arriving at the site on a 24-hour per day basis, 7 days per week, 365 days of the year, to a major failure (i.e., processor failure) to the equipment/software within three (3) hours after notification. If the Contractor fails to respond by arriving at the site within three (3) hours, the Contractor agrees to pay to the Commonwealth \$300.00 as initial liquidated damages and \$15.00 for each and every hour of delay after the first three (3) hours. All repairs or replacements shall be started within the first contiguous twenty-four (24) hours following

response to notification of a major system failure, and the Contractor must exhibit a best efforts approach to completion of the repairs or replacement during the first contiguous twenty-four (24) hours following response to the notification. If the Contractor fails to exhibit best efforts, as determined by the using agency, with the concurrence of the Office of Administration, to complete the repairs or replacement within twenty-four (24) hours following initial response, the Contractor agrees to pay the Commonwealth as liquidated damages the sum of \$300.00 for each and every calendar day of delay.

- (2) For the purpose of this RFP, a major emergency shall be defined as, but not be limited to, an occurrence of any or all of the following:
    - (a) Any failure of a processor or the common equipment which renders the system at a SCI incapable of performing normal functions.
    - (b) A failure that incapacitates the monitoring and recording capability on 49% or more of the inmate lines at a SCI.
    - (c) A failure of 50% or more of the inmate stations in a bank of telephones to function as they are normally intended.
  - c. Assessment of Liquidated Damages: Liquidated damage charges specified in the preceding paragraphs shall not be assessed where performance of the Contractor's obligations are prevented or delayed by an act of God, freight embargoes, strikes, fire, or acts of government, provided the successful Contractor notifies the using agency of such circumstances and the using agency, with concurrence of the Office of Administration, reasonably determines that the failure to perform within the specified time was beyond the control and without the fault or negligence of the Contractor.
  - d. Maintenance Liquidated Damage Major and Minor Monthly Report: Contractor shall furnish a cumulative monthly management report, which will be emailed to the Office of Administration and the Department of Corrections. The Contractor shall provide report design in response for Systems B and C. The report shall be associated with its dispatch center(s) logging, tracking, and updating Commonwealth service calls as proposed in the RFP. The Contractor shall also manage the Commonwealth maintenance liquidated damages in the same cumulative monthly report.
6. Preventive Maintenance:
- a. Contractor Responsibilities: The Contractor shall be responsible for preventive maintenance as may be required by the equipment

manufacturer and as necessary to maintain the mean-time-to-fail criteria.

- b. Develop Maintenance Logs: The Contractor shall develop a log for inmate station inspections, and for maintenance work performed on all stations, location processors or system control devices, the central processor, and the monitoring and recording equipment. The log is to be submitted to the Office of Administration and the DOC monthly or to be included in the weekly Maintenance Trouble Ticket Report requested in Part 2.5-5.1.h. Weekly Maintenance Trouble Ticket Report. A sample log must be submitted with the proposal.
7. Maintenance Obligation: Maintenance shall include, but shall not be limited to, the provision of facilities, personnel, transportation, lodging, labor, parts, software, modifications and any other items/services relating to routine and preventive maintenance at no additional charge to the Commonwealth, Office of Administration, and Department of Corrections or the State Correctional Institutions.
8. Maintenance Responsibility:
  - a. All Suppliers Responsible Until Problems Identified: Malfunctions which cannot be immediately or unequivocally diagnosed and pinpointed to a certain item of equipment, software, or service shall require the participation of all service suppliers until responsibility for the problem has been unequivocally established.

In no instance shall the failure to resolve the issue of responsibility relieve any of the service suppliers of the mutual obligation to restore system operability with the least impact on the availability of inmate telephone service.
  - b. Successful Contractor is Point of Contact: As a part of maintenance responsibilities, the successful Contractor shall represent the using agency in contacts with the telephone service provider in order to identify and correct problems with telephone service.
9. Performance Requirements and Reliability/Availability: The Commonwealth requires that the Contractors network meet or exceed all industry standards. On line performance requirements are at 99.999%. The Contractor must also meet certain performance standards such as Mean Time To Respond, Mean Time To Repair and Timely Installation as defined in the Commonwealth Performance Standards. Mean time to respond is located in 2.5-F Maintenance Requirements. Mean time to repair is located in 2.5-F 5 Maintenance Liquidated Damages a

Minor Emergency b. Major Emergency. Installation in Part 6, 31 Liquidated Damages.

10. Project Manager and Implementation Plan:

- a. The Contractor shall appoint a project manager to oversee the total installation of service for the overall project. This project manager shall be responsible for all coordination with the existing Local and/or Interexchange Telephone Companies concerning installation and maintenance of all inmates' telephones. However, the Contractor shall not order or place in service any type of equipment or facility, which would result in charges to the Commonwealth, without a written order from the Commonwealth.
- b. The Contractor shall be solely responsible for the compatibility of the proposed service and equipment with any and all circuits and facilities as provided by the LEC and all other common carriers to meet the requirements of these specifications.
- c. It is imperative that the existing levels of service be only minimally interrupted or diminished in each facility. The Contractor shall develop a plan that shall ensure total system wide interoperability for any or all services provided to the DOC. This plan shall be reviewed and approved by the DOC and OA prior to implementation of service.
- d. The Contractor shall provide a detailed time line schedule for all in service and/or change of service activity. Critical Patch/GANTT charts to end testing on all telephones.
- e. The inmate telephone services project is requiring completion within six (6) months from the date of the contract award. If Contractor requires additional time include the reasons why and its time for completing the project.

11. New Technology:

- a. After the contract award, additions and/or substitutions shall be allowed provided:
  - i. It is approved in writing by the Director, Bureau of Infrastructure and Operations, Office of Administration, with the consultation from the Department of Corrections.
  - ii. Product/service meets or exceeds performance of the original; and
  - iii. Product/service is compatible with the original.
  - iv. Contractors must cooperate with the Commonwealth if DOC desires to introduce third party technology.

- b. If new service, having the same functional purpose of the service under the contract, is developed and comes into standard production after or during the contract award, that service shall be considered for addition and/or replacement for the service under contract. The Contractor must make a written request to Director, Bureau of Infrastructure and Operations, Office of Administration, for new service to be added to the contract. Such written request must include the specifications for the new service, evidencing that the new service serves the same functional purpose and in a close association to the service under contract. The Contractor shall be responsible for reimbursing the Commonwealth for the travel expenses of the representatives of the Commonwealth to attend the demonstration(s).

All proposed additions or replacements are subject to a review and written acceptance the Director, Office of Administration, Bureau of Infrastructure and Operations.

12. Disaster Recovery Plan: The Contractor shall have an alternative detailed plan for resolution of service during a major outage including the availability of redundancy of each DOC SCI location.
13. Minimum Contractor Background Checks Policy: The Contractor shall comply with the Governor's Office of Administration, Office for Information Technology Bulletin (ITB) minimum Contractor background checks policy; refer to the policy in Attachment 21.
14. Entry to DOC Facilities: When Contractor's employee is required to enter a DOC SCI, the employee must be able to abide by and meet any access criteria established by the DOC at the time of access, and such criteria includes employee background checks. Contractor staff must give DOC staff a one (1) day lead-time notice to enter an institution. Contractor shall describe proposed system capabilities of meeting these requirements. It shall be Contractor's responsibility to keep Contractor staff apprised of DOC access requirement to DOC facilities.
15. Storage and Security: Materials, tools, components, and equipment may be stored at the sites only with the permission of the Department of Corrections and at the Contractor's sole risk. The Contractor shall, at all times, maintain adequate protection of all its work against damage or loss and shall protect the Commonwealth's property at the sites against damage or loss arising in connection with the performance of the contract. The Department of Corrections shall institute appropriate security measures when work is performed on inmate stations. The Contractor shall protect adjacent property and shall provide and maintain all passageways, fences, lights, guards, and other facilities as required by public authority or local conditions. In the event that portable equipment or supplies are located in any room or space at the time the Contractor makes its site visitation, it shall be the Contractor's responsibility to protect all such equipment

and supplies while performing under this contract. Should such equipment or supplies interfere with the performance of this contract, it shall be the Contractor's responsibility to remove, store, and protect such equipment or supplies until the work is completed and then replace the same where found or as directed by the using agency.

16. Site Clean Up: The Contractor shall clean up and remove all debris and packaging material resulting from its work as required by the DOC. Upon completion of the installation, the premises shall be left in order and ready for immediate use.

2.5-G. Financial:

1. Best Offer Commission Percentages:
  - a. A percentage of the **gross billed revenue** from the telephone services requested by this RFP shall be offered in the form of commissions to the Commonwealth as a result of competitive bidding in response to this RFP. For inmate collect and prepaid telephone service, all accepted calls would be considered "billable, therefore, "billed" and commissionable," which includes all surcharges and taxes.
  - b. Contractors shall submit proposals based upon their best offer commission percentages.
2. Commission Data Submission: Contractors shall provide the commission data in a separately sealed section of the proposal. Refer to Part 2, Paragraph 2.2-2.
3. Revenue Generation: The commissions will not apply to calls resulting from using 800 to access live or automated operator services, i.e. 800-COLLECT, 800-CALL ATT, etc. nor to calls dialed to, and terminating on, toll free 800/888/877/etc numbers. The Commonwealth requires the Contractor to provide commission payments based upon a percentage of the gross billed revenue, which includes all surcharges and taxes on non-coin inmate station. Gross revenue is defined as revenue for all billed calls without exception. The following shall be required of each Contractor:
  - a. Only the following payment options and service shall be available to the inmates when placing calls from the inmate stations: collect station-to-station and prepaid. The system must be capable of handling both collect and prepaid calling.
  - c. The Contractor shall submit the projected annual gross billed revenue, the commission percentage, the projected annual dollar commission payment, and the minimum annual dollar guarantee for each service to the Commonwealth **on Attachment 25-A and 25-B – Section 2 only.**
  - d. Each Contractor shall explain in detail, **on Attachment 25-A and 25-B – Section 2 only**, how all commissions are determined or calculated. Specify all factors that the Contractor shall use and include them in the response to the RFP.
  - e. The Contractor must maintain complete and accurate call accounting records for the initial five (5) years of the contract, plus any extensions to

it, which shall be available for audit at the request of the Office of Administration and the Department of Corrections or designees.

All information should be retrievable in a print format and electronic media. These records shall be retained by the contractor for the life of the contract and transferred to the Commonwealth at the termination of the contract. The electronic media required to read the data may not be proprietary.

- f. The Contractor shall explain, and diagram, a call from off-hook to completion normally used by each Contractor in the operation of its business for collect calling and for prepaid call.
- g. The Contractor, shall explain in detail, and diagram, how IntraLata and InterLata calls shall be handled.
- h. The Contractor shall explain the billing process for all billed calls and the collection process for the bills for all calls including uncollectible calls.
- i. The Contractor shall provide commission checks on a monthly basis to the Department of Corrections. Checks will be accepted from one Contractor who is the prime contractor. The checks shall be sent to the Department of Corrections and shall be accompanied by a report in paper that as a minimum includes 1-5 below. Contractor shall also provide monthly the inmate collect and prepaid call records sent electronically.

For reference, see Attachments 22 and 23, the current Contractor's reports for the DOCs monthly usage of prepaid (monthly-prepaid details, site codes, deposits, velocity, debit calls and collect cut off reports) and collect commission reports.

- (1) Total Commission
- (2) Total Revenue
- (3) Total Messages
- (4) Total Minutes
- (5) Total Stations

- j. The selected Contractor will be provided the name and address of each payee location, the total number of stations, and the telephone numbers after award of the contract.

- k. The Contractor shall maintain an accurate recording and tracking system for substantiating commission payments. A complete explanation of this recording and tracking system such as where it shall be located, how to access it, etc., shall be provided in the response to this RFP.
  - l. It is solely the Contractor's responsibility to collect the revenue on the billed calls generated through the non-coin collect-only inmate telephones. Uncollected or uncollectible calls are not to be subtracted from the gross revenue base for the purpose of determining the commission payments to the Commonwealth. The Contractor shall state what action(s) are taken in the event that, after a collect call is billed, the billed party refuses to pay the charges.
  - m. The Commonwealth shall bear no responsibility for fraudulent calls.
  - n. The Commonwealth shall bear no responsibility for theft of funds, and furthermore, no stolen or lost funds shall be deducted from revenue on which commissions are paid to the Commonwealth.
  - o. The Commonwealth shall bear no responsibility for unbillable or uncollectible calls.
4. Service Revenues and Commissions:
- a. The total amount of revenue to be generated by this RFP will depend upon the Department of Corrections policy on inmate use of the inmate telephones.

The Commonwealth of Pennsylvania cannot guarantee the rate of usage of the inmate telephone system, or the number of calls to be processed because of fluctuation in inmate usage, inmate population or sound correctional practices.

See Attachment 24-A through 24-D for the monthly number of messages and minutes billed by the incumbent InterLata carrier, IntraLata and local carrier. Changes occurred in long distance services from the original carrier AT&T in a transition to T-Netix during February 6, 2002 through February 21, 2002, when the inmate services at all DOC-SCIs were changed to T-Netix. In May, 2003 the inmate services were changed from T-Netix long distance (LD) carrier service to Verizon Select Services, Inc. (VSSI) LD services. The figures are provided in Attachments 24-A through 24-D is for calendar years 2001, 2002, 2003 and 2004.

Contractors are also urged to refer to Attachment 9, the Department of Corrections Inmate Policy, pertaining to inmate access to the inmate

telephone system. To some extent, this policy statement, limits the minutes of calling for specific classes of inmates as noted. Again, refer to the statistics in Attachments 22, 23 and 24. Contractors should note that the DOC inmate access-to-telephone policy is an issue of periodic review.

- b. The Commonwealth retains the right to audit the calling data and revenues resulting in commissions for System B. The Contractor shall commit to this in its response. The Commonwealth shall furnish the Contractor ten (10) days written notice prior to executing its right to audit. All information necessary for the Commonwealth to complete such an audit shall be maintained within the Commonwealth of Pennsylvania. If travel is required within the Commonwealth of Pennsylvania, the Commonwealth will be responsible for the travel expenses of Commonwealth personnel. All other expenses of the audit will be the responsibility of the Contractor.
5. Commission Data: Attachment 25-A Section 2 and 25-B Section 2 establishes the content and format of the commission data required to be included in the proposal.
6. Commission Payments: Each Contractor shall make commission payments to the Commonwealth or to the designated using agency in this RFP the Department of Corrections, or organizational elements thereof, which participate in the contract as designated by the Office of Administration.  
  
Checks from the prime Contractor for payments representing commissions from inmate telephones for collect calls and prepaid calls, shall be paid monthly by the 30th calendar day (or last day of the month if the month has less than 30 days) of the following month to the DOC. These payments shall be accompanied by the management report as noted in paragraph 2.5-G, 3.i. above.
7. System Responsibility: The Contractor shall be responsible for the installation of the complete tested Systems B, and C. Any required interface equipment, although not specifically mentioned in this RFP, must be provided by the Contractor without cost to the Commonwealth. It is to be understood that complete operating systems accepted by the Office of Administration and the Department of Corrections are required in all cases.
8. Contract Requirements - Disadvantaged Business Participation and Enterprise Zone Small Business Participation:

All contracts containing Disadvantaged Business participation and/or Enterprise Zone Small Business participation must also include a provision requiring the Contractor to meet and maintain those commitments made to Disadvantaged Businesses and/or Enterprise Zone Small Businesses at the time of proposal

submittal or contract negotiation, unless a change in the commitment is approved by the BMWBO. All contracts containing Disadvantaged Businesses participation and/or Enterprise Zone Small Business participation must include a provision requiring Small Disadvantaged Business subcontractors, Enterprise Zone Small Business subcontractors and Small Disadvantaged Businesses or Enterprise Zone Small Businesses in a joint venture to perform at least 50 percent of the subcontract or Small Disadvantaged Businesses/Enterprise Zone Small Business participation portion of the joint venture.

Commitments to Disadvantaged Businesses and/or Enterprise Zone Small Businesses made at the time of proposal submittal or contract negotiation must be maintained throughout the term of the contract. Any proposed change must be submitted to BMWBO which will make a recommendation as to a course of action to the contracting officer.

If a contract is assigned to another Contractor, the new Contractor must maintain the Disadvantaged Businesses participation and/or Enterprise Zone Small Business participation of the original contract.

The Contractor shall complete the Prime Contractor's Quarterly Utilization Report (or similar type document containing the same information) and submit it to the contracting officer of the agency that awarded the contract and BMWBO within 10 workdays at the end of each quarter the contract is in force. If there was no activity, the form must also be completed, stating "No activity in this quarter." This information will be used to determine the actual dollar amount paid to Small Disadvantaged Business and/or Enterprise Zone Small Business subcontractors and suppliers, and Small Disadvantaged Businesses and/or Enterprise Zone Small Business participation involved in joint ventures. Also, it is a record of fulfillment of the commitment your firm made and for which it received Disadvantaged Businesses and Enterprise Zone Small Business points.

NOTE: EQUAL EMPLOYMENT OPPORTUNITY AND CONTRACT COMPLIANCE STATEMENTS REFERRING TO COMPANY EQUAL EMPLOYMENT OPPORTUNITY POLICIES OR PAST CONTRACT COMPLIANCE PRACTICES DO NOT CONSTITUTE PROOF OF DISADVANTAGED BUSINESSES STATUS OR ENTITLE A PROPOSER TO RECEIVE CREDIT FOR DISADVANTAGED BUSINESSES UTILIZATION.