



Request for Proposal 14-X-22648

For: Inmate/Resident Telephone Control Service

Event	Date	Time
Bidder's Electronic Question Due Date (Refer to RFP Section 1.3.1 for more information.)	12/13/13	5:00 PM EST
Proposal Submission Date (Refer to RFP Section 1.3.2 for more information.)	01/30/14	2:00 PM EST

Dates are subject to change. All changes will be reflected in Addenda to the RFP posted on the Division of Purchase and Property website.

Small Business Set-Aside	Status	Category
	☐ Not Applicable	☒ I
	☐ Entire Contract	☒ II
	☐ Partial Contract	☒ III
	☒ Subcontracting Only	

RFP Issued By

State of New Jersey
Department of the Treasury
Trenton, New Jersey 08625-0230

Using Agency

State of New Jersey
Department of Corrections/JJC

Date: November 26, 2013

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1.0 INFORMATION FOR BIDDERS

1.1 PURPOSE AND INTENT

This Request for Proposal (RFP) is issued by the Procurement Bureau, Division of Purchase and Property, Department of the Treasury on behalf of Department of Corrections (DOC) and Juvenile Justice Commission (JJC). The purpose of this RFP is to solicit proposals for inmate/resident telephone control service.

The Bidder must have a current and operational State or Federal contract to provide inmate telephone service to one of the 50 United States or the Federal Bureau of Prisons, or have successfully completed a State or Federal contract within three (3) years of the proposal due date.

The intent of this RFP is to award a contract to the responsible Bidder whose proposal, conforming to this RFP is most advantageous to the State, price and other factors considered. The State, however, reserves the right to separately procure individual requirements that are the subject of the contract during the contract term, when deemed by the Director to be in the State's best interest.

The State of NJ Standard Terms and Conditions will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in this RFP and should be read in conjunction with them unless the RFP specifically indicates otherwise.

This contract will be extended to all county correctional facilities, within the 21 New Jersey Counties.

1.2 BACKGROUND

This is a reprocurement of the **Inmate Telephone/Resident Control Service** term contract, presently due to expire on March 03, 2014. Bidders interested in the current contract specifications and pricing information may review the current contract T1934 at: http://www.state.nj.us/treasury/purchase/noa/contracts/t1934_05-x-32533.shtml.

Below is the summary of 2011 & 2012 call information.

Year	Grand Total	Interlata/collect	Interlata/debit	Interstate	Local
2011	1,780,590	47%	31%	12%	10%
2012	2,572,777	49%	29%	12%	10%

1.3 KEY EVENTS

1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

The Division will electronically accept questions and inquiries from all potential Bidders via the web at <http://ebid.nj.gov/QA.aspx>.

- Questions should be directly tied to the RFP and asked in consecutive order, from beginning to end, following the organization of the RFP;
- Each question should begin by referencing the RFP page number and section number to which it relates; and

- Questions regarding the Standard Terms and Conditions, as set forth in this RFP, shall be posed during this *Electronic Question and Answer Period* and should contain the Bidder suggested changes, if any.

Bidders must not contact the Using Agency directly, in person, by telephone or by e-mail, concerning this RFP.

The cut-off date for electronic questions and inquiries relating to this RFP is indicated on the cover sheet. Addenda to this RFP, if any, will be posted on the Division's website after the cut-off date. (See RFP Section 1.4.1 for further information.)

1.3.2 SUBMISSION OF PROPOSAL

In order to be considered for award, the proposal must be received by the Procurement Bureau of the Division of Purchase and Property at the appropriate location by the required time. **ANY PROPOSAL NOT RECEIVED ON TIME AT THE LOCATION INDICATED BELOW WILL BE REJECTED. THE DATE AND TIME ARE INDICATED ON THE COVER SHEET. THE LOCATION IS AS FOLLOWS:**

PROPOSAL RECEIVING ROOM – 9TH FLOOR
PROCUREMENT BUREAU
DIVISION OF PURCHASE AND PROPERTY
DEPARTMENT OF THE TREASURY
33 WEST STATE STREET, P.O. BOX 230
TRENTON, NJ 08625-0230

Directions to the Division are available on the web at <http://www.state.nj.us/treasury/purchase/directions.shtml>.

Note: Bidders using U.S. Postal Service regular or express mail services should allow additional time since the U.S. Postal Service does not deliver directly to the Procurement Bureau.

Procedural inquiries concerning this RFP may be directed to RFP.procedures@treas.state.nj.us. This e-mail address also may be used to submit requests to review proposal documents. The State will not respond to substantive questions related to the RFP or any other contract via this e-mail address.

To submit an RFP or contract related question, go to the Current Bidding Opportunities webpage or to <http://eBid.nj.gov/QA.aspx>.

1.3.3 ELECTRONIC BIDDING (EBID)

The Division is pleased to announce its electronic procurement modernization process. This RFP provides to the Bidder the opportunity to electronically submit its proposal. A new electronic bidding – “eBid” – application is being made available to vendors to promote an easier, more efficient method to submit proposals.

On-line Electronic Bid Training Sessions:

Online electronic bid training for the eBid process is available on the web at <https://wwwnet1.state.nj.us/treasury/dpp/ebid/>. The Bidder is strongly encouraged to utilize the on-line training session before attempting to submit an eBid. It will be the Bidder's responsibility to ensure that the eBid has been properly submitted.

1.3.4 ELECTRONIC SIGNATURES

Bidders submitting proposals through the eBid system may sign the following forms electronically by typing the name of the authorized signatory in the "Signature" block as an alternative to downloading, physically signing the form, scanning the form and uploading the form to the eBid system:

- Ownership Disclosure Form;
- Disclosure of Investigations and Other Actions Involving Bidder Form; and
- Disclosure of Investment Activities in Iran Form.

This practice applies only to proposals submitted through the eBid system and the forms listed above. Both electronic signatures and scanned physical signatures will be accepted, provided that the forms are otherwise properly completed.

1.3.5 MANDATORY/OPTIONAL SITE VISIT

Not applicable to this procurement.

1.3.6 MANDATORY/OPTIONAL PRE-PROPOSAL CONFERENCE

Not applicable to this procurement.

1.4 ADDITIONAL INFORMATION

1.4.1 ADDENDA: REVISIONS TO THIS RFP

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum. Any addendum to this RFP will become part of this RFP and part of any contract awarded as a result of this RFP.

ALL RFP ADDENDA WILL BE ISSUED ON THE DIVISION OF PURCHASE AND PROPERTY WEB SITE. TO ACCESS ADDENDA, THE BIDDER MUST SELECT REQUEST FOR PROPOSAL #14-x-22648 ON THE WEB PAGE AT:

<http://www.state.nj.us/treasury/purchase/bid/summary/bid.shtml>.

There are no designated dates for release of addenda. Therefore interested Bidders should check the Division's "Bidding Opportunities" website on a daily basis from time of RFP issuance through the proposal submission opening.

It is the sole responsibility of the Bidder to be knowledgeable of all addenda related to this procurement.

1.4.2 BIDDER RESPONSIBILITY

The Bidder assumes sole responsibility for the complete effort required in submitting a proposal in response to this RFP. No special consideration will be given after proposals are opened because of a Bidder's failure to be knowledgeable as to all of the requirements of this RFP.

1.4.3 COST LIABILITY

The State assumes no responsibility and bears no liability for costs incurred by a Bidder in the preparation and submittal of a proposal in response to this RFP.

1.4.4 CONTENTS OF PROPOSAL

Your proposal can be released to the public during the protest period established pursuant to N.J.A.C. 17:12-3.3, or under the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1 et seq., (OPRA) or the common law right to know. As provided in N.J.A.C. 17:12-1.2(b):

Subsequent to the proposal submission opening, all information submitted by Bidders in response to a bid solicitation is considered public information, notwithstanding any disclaimers to the contrary submitted by a Bidder, except as may be exempted from public disclosure by OPRA and the common law.

Any proprietary and/or confidential information in your proposal will be redacted by the State. A Bidder may designate specific information as not subject to disclosure pursuant to the exceptions to OPRA found at N.J.S.A. 47:1A-1.1, when the Bidder has a good faith legal and or factual basis for such assertion. The State reserves the right to make the determination as to what is proprietary or confidential, and will advise the Bidder accordingly. The location in the proposal of any such designation should be clearly stated in a cover letter. **The State will not honor any attempt by a Bidder to designate its entire proposal as proprietary, confidential and/or to claim copyright protection for its entire proposal.** In the event of any challenge to the Bidder's assertion of confidentiality with which the State does not concur, the Bidder shall be solely responsible for defending its designation.

By signing the cover sheet of this RFP, the Bidder waives any claims of copyright protection set forth within the manufacturer's price list and/or catalogs. The price lists and/or catalogs must be accessible to State using agencies and cooperative purchasing partners and thus have to be made public to allow all eligible purchasing entities access to the pricing information.

1.4.5 PROPOSAL SUBMISSION

On the date and time proposals are due under the RFP, all information concerning the proposals submitted may be publicly announced and those proposals, except for information appropriately designated as proprietary and/or confidential, shall be available for inspection and copying. In those cases where negotiation is contemplated, only the names and addresses of the Bidders submitting proposals will be announced and the contents of the proposals shall remain proprietary and/or confidential until the Notice of Intent to Award is issued by the Director.

1.4.6 PRICE ALTERATION IN HARD COPY PROPOSALS

Proposal prices must be typed or written in ink. Any price change (including "white-outs") must be initialed. Failure to initial price changes shall preclude a contract award from being made to the Bidder.

1.4.7 BID/PROPOSAL ERRORS

In accordance with N.J.A.C. 17:12-2.11, "Bid Errors," a Bidder may withdraw its proposal as described below.

A Bidder may request that its proposal be withdrawn prior to the proposal submission opening. Such request must be made, in writing, to the Supervisor of the Bid Review Unit. If the request is granted, the Bidder may submit a revised proposal as long as the proposal is received prior to the announced date and time for proposal submission and at the place specified.

If, after the proposal submission opening but before contract award, a Bidder discovers an error in its proposal, the Bidder may make a written request to the Supervisor of the Bid Review Unit

for authorization to withdraw its proposal from consideration for award. Evidence of the Bidder's good faith in making this request shall be used in making the determination. The factors that will be considered are that the mistake is so significant that to enforce the contract resulting from the proposal would be unconscionable; that the mistake relates to a material feature of the contract; that the mistake occurred notwithstanding the Bidder's exercise of reasonable care; and that the State will not be significantly prejudiced by granting the withdrawal of the proposal. After the proposal submission opening, while pursuant to the provisions of this section, you may request to withdraw your proposal and the Director may, in her discretion allow you to withdraw it, the Division also may take notice of repeated or unusual requests to withdraw by a Bidder and take those prior requests to withdraw into consideration when evaluating the Bidder's future bids or proposals.

All proposal withdrawal requests must include the proposal identification number and the final proposal submission date and be sent to the following address:

Department of the Treasury
Procurement Bureau
PO Box 230
33 West State Street – 9th Floor
Trenton, New Jersey 08625-0230
Attention: Supervisor, Bid Review Unit

If during a proposal evaluation process, an obvious pricing error made by a potential contract awardee is found, the Director shall issue written notice to the Bidder. The Bidder will have five (5) days after receipt of the notice to confirm its pricing. If the vendor fails to respond, its proposal shall be considered withdrawn, and no further consideration shall be given it.

If it is discovered that there is an arithmetic disparity between the unit price and the total extended price, the unit price shall prevail. If there is any other ambiguity in the pricing other than a disparity between the unit price and extended price and the Bidder's intention is not readily discernible from other parts of the proposal, the Director may seek clarification from the Bidder to ascertain the true intent of the proposal.

1.4.8 JOINT VENTURE

If a joint venture is submitting a proposal, the agreement between the parties relating to such joint venture should be submitted with the joint venture's proposal. Authorized signatories from each party comprising the joint venture must sign the proposal. A separate Ownership Disclosure Form, Disclosure of Investigations and Actions Involving Bidder form, Disclosure of Investment Activities in Iran form, and Affirmative Action Employee Information Report must be supplied for each party to a joint venture. NOTE: Each party comprising the joint venture must also possess a valid Business Registration Certificate ("BRC") issued by the Department of the Treasury, Division of Revenue prior to the award of a contract. Refer to Section 4.4.2.1 of this RFP.

1.4.9 RECIPROCITY FOR JURISDICTIONAL BIDDER PREFERENCE

In accordance with N.J.S.A. 52:32-1.4 and N.J.A.C. 17:12-2.13, the State of New Jersey will invoke reciprocal action against an out-of-State Bidder whose state or locality maintains a preference practice for its Bidders. For states having preference laws, regulations, or practices, New Jersey will use the annual surveys compiled by the Council of State Governments, National Association of State Purchasing Officials, or the National Institute of Governmental Purchasing to invoke reciprocal actions. The State may obtain additional information as it deems appropriate to supplement the stated survey information.

The Bidder may submit information related to preference practices enacted for a local entity outside the State of New Jersey. This information may be submitted in writing as part of the proposal response, including name of the locality having the preference practice, as well as identification of the county and state, and should include a copy of the appropriate documentation, i.e., resolution, regulation, law, notice to Bidder, etc. It is the responsibility of the Bidder to provide documentation with the proposal or submit it to the Director, Division of Purchase and Property within five (5) working days of the public proposal submission date. Written evidence for a specific procurement that is not provided to the Director within five (5) working days of the public proposal submission date will not be considered in the evaluation of that procurement, but will be retained and considered in the evaluation of subsequent procurements.

1.4.10 PROPOSAL ACCEPTANCES AND REJECTIONS

The Director's right to waive minor elements of non-compliance with bid specifications and N.J.A.C. 17:12-2.2 which defines causes for automatic bid rejection, apply to all proposals. In addition, pursuant to N.J.S.A. 52:34-12(a) and N.J.S.A. 52:18A-19 the Director retains the right to reject all bids if it is in the public interest.

2.0 DEFINITIONS

2.1 GENERAL DEFINITIONS

The following definitions will be part of any contract awarded or order placed as result of this RFP.

Addendum – Written clarification or revision to this RFP issued by the Division of Purchase and Property.

All-Inclusive Hourly Rate – An hourly rate comprised of all direct and indirect costs including, but not limited to: overhead, fee or profit, clerical support, travel expenses, per diem, safety equipment, materials, supplies, managerial support and all documents, forms, and reproductions thereof. This rate also includes portal-to-portal expenses as well as per diem expenses such as food.

Amendment – A change in the scope of work to be performed by the Contractor. An amendment is not effective until it is signed by the Director, Division of Purchase and Property.

Bidder – An individual or business entity submitting a proposal in response to this RFP.

Contract – This RFP, any addendum to this RFP, and the Bidder's proposal submitted in response to this RFP, as accepted by the State.

Contractor – The Bidder awarded a contract resulting from this RFP.

Director – Director, Division of Purchase and Property, Department of the Treasury. By statutory authority, the Director is the chief contracting officer for the State of New Jersey.

Division – The Division of Purchase and Property

Evaluation Committee – A committee established by the Director to review and evaluate proposals submitted in response to this RFP and to recommend a contract award to the Director.

Firm Fixed Price – A price that is all-inclusive of direct cost and indirect costs, including, but not limited to, direct labor costs, overhead, fee or profit, clerical support, equipment, materials, supplies, managerial (administrative) support, all documents, reports, forms, travel, reproduction and any other costs. No additional fees or costs shall be paid by the State unless there is a change in the scope of work.

Joint Venture – A business undertaking by two or more entities to share risk and responsibility for a specific project.

May – Denotes that which is permissible, not mandatory.

Project – The undertaking or services that are the subject of this RFP.

Request for Proposal (RFP) – This document which establishes the bidding and contract requirements and solicits proposals to meet the purchase needs of the using Agencies as identified herein.

Shall or Must – Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement will result in the rejection of a proposal as materially non-responsive.

Should – Denotes that which is recommended, not mandatory.

Small business – Pursuant to N.J.A.C. 17:13-1.2, “small business” means a business that meets the requirements and definitions of “small business” and has applied for and been approved by the New Jersey Division of Revenue, Small Business Unit as (i) independently owned and operated, (ii) incorporated or registered in and has its principal place of business in the State of New Jersey; (iii) has 100 or fewer full-time employees; and has gross revenues falling in one of the three following categories: (A) 0 to \$500,000 (Category I); (B) \$500,001 to \$5,000,000 (Category II); and (C) \$5,000,001 to \$12,000,000, or the applicable federal revenue standards established at 13 CFR 121.201, whichever is higher (Category III).

State – State of New Jersey.

State Contract Manager – The individual responsible for the approval of all deliverables, i.e., tasks, sub-tasks or other work elements in the Scope of Work, as set forth in Sections 8.1, 8.1.1 and 8.1.2.

Subtasks – Detailed activities that comprise the actual performance of a task.

Subcontractor – An entity having an arrangement with a State Contractor, where by the State Contractor uses the products and/or services of that entity to fulfill some of its obligations under its State contract, while retaining full responsibility for the performance of all of its [the Contractor's] obligations under the contract, including payment to the subcontractor. The subcontractor has no legal relationship with the State, only with the Contractor.

Task – A discrete unit of work to be performed.

Transaction - The payment or remuneration to the Contractor for services rendered or products provided to the State pursuant to the terms of the contract, including but not limited to the following: purchase orders, invoices, hourly rates, firm fixed price, commission payments, progress payments and contingency payments.

Using Agency[ies] – The entity[ies] for which the Division has issued this RFP and will enter into a contract.

2.2 CONTRACT-SPECIFIC DEFINITIONS

Cable – A group of insulated conductors enclosed within a common jacket. Cable is the medium through which information usually moves from one network device to another.

Conduit – A rigid or flexible metallic or nonmetallic raceway of circular cross section in which cables are housed for protection and to prevent burning cable from spreading flames or smoke in the event of a fire.

Correctional Facilities- State run penitentiary housing and residential programs for incarcerated inmates and residents under the care of the DOC or JJC.

County Correctional facilities- County run penitentiary housing for incarcerated inmates and residents under the care of the County.

Inmate- A resident incarcerated in a correctional facility under the care of the Department of Corrections and/or the Juvenile Justice Commission and/or County correctional facility.

Inmate/resident Telephones- Uniquely designed telephone used by the inmates and residents for outbound calling only.

Inmate/Resident Telephone Control System- Uniquely designed control system designed for use by the inmates and residents residing in the DOC and JJC institutional facilities.

LEC- Local Exchange Carrier.

P.01- The grade of service reflecting the probability that one call out on one hundred calls will be uncompleted (or busy). The probability (P) expressed as decimal fraction of a telephone call being blocked by busy lines.

PIN- Personal Identification Number.

POC – Point of Contact.

Preventive Maintenance – A procedure of inspecting, testing, and reconditioning a system at regular intervals according to specific instructions, intended to prevent failures in service or to retard deterioration.

Remedial Maintenance – In contrast with preventive maintenance a repair service that is required because the product malfunctioned.

3.0 SCOPE OF WORK

Contractor shall provide turnkey telephone service to approximately 22,100 inmates/residents using approximately 1,400 inmate/resident telephones installed in 19 or more State correctional facilities. In addition the Contractor shall provide a turnkey inmate telephone service to the county correctional facilities as ordered.

3.1 GENERAL

These requirements constitute the State's inmate/resident telephone control service needs.

3.1.1 CALL ROUTING

The Contractor shall bear all costs of miss-routed calls such as those resulting from improperly programmed inmate/resident approved telephone numbers.

3.1.2 QUALITY OF SERVICE

The Contractor shall design its network and all integral components using a P.01 grade of service at all times, including the busy hour.

3.1.3 ON SITE SYSTEM EQUIPMENT

Only new on-site equipment shall be acceptable for all systems and telephones in each correctional facility.

Due to the age of many of the correctional facilities, the environmental conditions vary. The State can't guarantee continuous operating ranges of temperature and humidity. The electrical and space requirements needed shall be approved by the DOC and/or JJC. All equipment shall be installed in a DOC and/or JJC approved secured space and location. Lightning and/or surge protection shall be provided on all network and electrical circuits. No control or wiring equipment shall be exposed to the general population of any correctional facility. Consideration for future inmate population growth of each system shall be planned.

The Contractor shall protect and secure all materials, supplies and equipment. All reasonable requests made to the DOC and/or JJC to secure such property shall be complied with wherever possible. The Contractor shall retain ownership and be responsible for **loss** and damage of all materials, supplies and equipment. The Contractor shall clean up and remove all debris and packaging material resulting from any work. The premises shall be left in a clean and orderly condition.

3.1.4 DIALING PLAN

The dialing service provided by the Contractor shall adhere to all standards for the North American dialing plan. Expansions and upgrades for the North American dialing plan shall be the responsibility of the Contractor with no charge to the State. International calls, including those within the North American dialing plan shall not be authorized.

3.1.5 NON-RECURRING CHARGES

The State shall not accept any non-recurring charges related to the following service issues:

- Equipment additions, changes and/or deletions;

- Maintenance issues with any equipment, service and/or wiring;
- Record keeping or report generation;
- Service or system upgrades;
- System software additions, changes and/or deletions; and
- System software information bubble forms or any other forms.

3.1.6 IMPLEMENTATION

The Contractor shall update the draft Implementation Plan to effectively install the inmate/resident telephone control system in each correctional facility. The plan shall include an: Implementation Team Plan; Milestones; Reporting; and Contingencies Plan; and shall ensure total system and network wide interoperability for all services provided to the State. Each site shall be represented on the plan.

1. DOC & JJC will provide the Contractor with the site contact list of POCs within three (3) business days of contract award.
2. Contractor shall provide its updated draft Implementation Plan to DOC and JJC POC's for final approval within five (5) business days of receipt of the contact list of POCs from DOC & JJC.
3. DOC and JJC POC's will confirm with the Contractor its approval within five (5) business days of receipt of the Contractor's Implementation Plan.
4. Plan shall be implemented for all approved sites within thirteen (13) business days after contract award or upon approval.
5. System implementation shall be completed within three (3) months after the date of contract award.

Implementation Team Plan - the Contractor shall create an implementation team that will finalize the plans to convert from the existing service and to interface with DOC and JJC POC and other representatives on a scheduled and ad hoc basis.

The team shall meet with the DOC and JJC team on a weekly basis to manage its schedule of deliverables utilizing such tools as Critical Path/GANTT charts or other management tools.

Milestones - the Plan shall include a timeline of deliverables and activities to ensure the timely and responsive implementation of the new service and shall provide minimal disruption of service to users. Milestones shall include:

1. The first circuit shall be cut over within forty-five (45) days after contract award based on the approved plan;
2. Full circuit information shall be submitted to the DOC and/or JJC POC at least ten (10) days before cutover; and
3. The last cutover shall be completed within three (3) months after the date of contract award.

Reporting- The Contractor shall submit weekly status and ad hoc reports to the DOC and/or JJC POC outlining the progress toward completing the tasks contained in the implementation plan during the implementation.

Contingencies Plan- The implementation plan shall include a fallback strategy in event of failure and the recovery of data or any live traffic. Each time there is a cutover of service, a Contractor management representative shall be available on site to ensure an effective cutover.

The Contractor shall be solely responsible for the compatibility of the proposed system 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.

3.2 BASIC SERVICE

3.2.1 RELIABILITY/AVAILABILITY

The Contractor shall meet performance standards such as: Mean Time to Respond, Mean Time to Repair and Timely Installations as defined in the State's Performance Standards (SPS).

3.2.2 STATES PERFORMANCE STANDARDS (SPS)

The State requires that the Contractor meet the following standards 24 hours a day, 365 days a year.

3.2.2.1 NETWORK PERFORMANCE STANDARDS

The Contractor's Inmate Phone solution shall be available 99.999% (five nines) of the time.

3.2.2.2 MAINTENANCE AND PROVISIONING RESPONSE TIME

Notification: The DOC and/or JJC POC shall be notified 24 hours prior to and must approve any scheduled maintenance shutdown. (Inmate Telephone Operational Hours are determined by each facility.)

Mean time to Respond: Response to a reported trouble on a voice circuit is 30 minutes. A response is considered to be the actual start of the physical process of resolving the problem, not just forwarding the report. Contractor shall provide hourly verbal responses to the DOC and/or JJC POC during the problem resolution process.

Mean time to Repair: The inmate phone system operational hours are determined by each facility. These hours are subject to change during the contract. Total outage time including subcontractor response on any reported trouble shall be no longer than twenty four (24) inmate telephone system operational hours without formal authorization from the DOC/JJC POC. The following are the required duration by severity levels and requirement that service must be restored within the time frame assigned.

- Severity level 1 – outage cleared within two (2) inmate telephone system operational hours. An equipment/service failure or malfunction that significantly impairs the DOC or JJC's ability to properly process outgoing calls. A severity level 1 exists when any DOC or JJC is, to a large extent, out of service.
- Severity level 2 – outage cleared within four (4) inmate telephone system operational hours. An equipment/service failure or malfunction that prohibits the DOC or JJC's ability to provide acceptable service. All or partial service is limited to a reduced capacity. This reduced capacity exists when 25% or more of any facility is out of service.
- Severity level 3 – outage cleared within eight (8) inmate telephone system operational hours. An equipment/service failure or malfunction that is not currently impairing the DOC

or JJC's ability to provide service. Additional failures or malfunctions may result in the facility operating at a reduced capacity.

- Severity level 4 – outage cleared within twenty four (24) inmate telephone system operational hours. An equipment/service condition or malfunction that is not critical to the DOC or JJC and services can effectively continue until repairs are completed.

Provisioning Due Dates: All new circuits and telephones shall be installed within 3 days after order receipt. Additions and/or changes to the software of each system shall be completed within 24 hours after change/addition is ordered unless deemed a high severity by the DOC or JJC. Once a firm due date is given, service shall be operational by 5:00 PM on that date.

3.2.2.2.1 REMEDIES

Failure to respond to and/or complete repairs according to the time tables indicated under Section 3.2.2.2 “Mean Time to Repair and Mean Time to Respond” may be considered non-compliant. If the Contractor is determined to be non-compliant with regard to the timetables indicated above, the Contractor shall be liable to the State as follows:

Operational hours exceeding required repair time by:

1 to 8 hours: \$100.00 per hour; and
Over 8 hours: \$800.00 for the first 8 hours plus \$500.00 per hour for each hour thereafter.

Such sum shall be treated as liquidated damages and not as a penalty ([See Section 7.5.Liquidated Damages Provisions](#))

3.2.2.3 FAILURE REPORTING/RESPONSE REQUIREMENTS

The Contractor shall provide a toll free single point of access to a problem reporting and maintenance system that is staffed 24 hours per day, 365 days per year. The Contractor shall respond to trouble reports within thirty (30) minutes of notification. For purposes of definition, a response is considered to be the actual diagnostic process of resolving the problem and not merely the process of logging the report for later action.

A verbal report of trouble clearance shall be furnished within one **(1)** hour after the trouble clearance. A written report (trouble ticket) listing the time and date of notification, response and restoration of service along with the description of the identified troubles shall be provided to the DOC or JJC POC if required.

3.2.2.4 TROUBLE TICKET REPORTING AND TRACKING SYSTEM

Contractor shall provide a Trouble Ticket Reporting and Tracking System for problem management. Features shall include:

- A Trouble Ticket shall be opened containing the date, time, caller, call back number and problem for all reported trouble;
- DOC/JJC Administrator shall have real-time access to all the information in the Trouble Ticket Reporting and Tracking System through the Contractor's Private Web Portal as described in [Section 3.2.6.1](#);
- The Trouble Ticket system shall provide an e-mail notification with all Trouble Ticket information to designated DOC/JJC Authorized Staff whenever a Severity Level 1 Trouble Ticket is opened and each time the Severity Level 1 Trouble Ticket is modified or updated or closed; and

- DOC/JJC Administrator shall have online access to the complete trouble ticket data for the life of the contract.

3.2.3 AUTHORIZATION LIST

The DOC and JJC shall provide a list of names that are authorized to approve additions/changes in each system. This list shall consist of one or more people from each correctional facility. Local contacts may request changes on their local system, however any system wide changes or requested changes that will have a system impact shall be approved by the Contract Manager. Any requests for changes from anyone other than the Contract Manager shall be denied.

3.2.4 OUTGOING CALLS

All systems shall permit individual inmate/resident selected outgoing collect or debit calls only. These numbers shall be reviewed and authorized by the DOC and/or JJC prior to being programmed into each system. In addition, the following organizational numbers shall be programmed into each system for the general population with no call limit.

- AIDS hot line – toll free service;
- Ombudsman – toll free service;
- Public Defenders Office – toll free service; and
- Special Investigation Division – collect calls accepted.

No other calls shall be permitted unless approved by the DOC and/or JJC POC.

3.2.5 CALL BILLING

The Contractor shall adhere to the approved billing plan as outlined in Schedule C. The billing rate shall be capped for the duration of the contract. Billing of calls shall not begin until an off-hook, voice acceptance and interactive signal is received from the called number. Call detail shall be provided for every outgoing call including, at a minimum: calling party, date, time, call duration, and called number.

No service charge or additional fees above the rate indicated in Schedule C shall be billed to any party. Partial minute inclusive of all taxes shall be billed for the call regardless of the type of call, time of day, and/or day of week.

3.2.6 REMOTE ACCESS SOFTWARE ARRANGEMENTS

The Contractor shall provide and maintain both a public web page and private browser based portal for DOC/JJC remote access.

3.2.6.1 PRIVATE PORTAL

The Contractor shall provide the local DOC and JJC coordinators with secure remote access to the system for “read only” capability to run standard and administrative reports and the primary DOC and JJC coordinators the additional edit capabilities for additional administrative functionality.

- The system shall provide a centralized interface for station and system feature configuration changes.

- The system shall require a password with the following minimum requirements:
 - o The password shall be a minimum of eight (8) characters. Included in the eight (8) characters shall be a minimum of one (1) number, one capital letter, and one (1) symbol. The system must require Passwords to be changed every 90 days or expire; and
 - o The portal shall be provided and maintained by the Contractor at no charge to the State.

There shall be a minimum of four (4) databases, two (2) each for the DOC and the JJC. One shall be the primary database and one back up for each agency and shall be installed at different physical locations. Each agency (DOC/JJC) database shall be encrypted at the table level. System access for each agency shall be assigned to a State Primary System Manager(s).

The remote access solution shall be a thin client, browser based application that is menu driven, point and click with uniform screens for each DOC and JJC correctional facility database. The solution shall include the following features/functions:

- Individual and Bulk Station Feature Changes – User scheduled changes on group and/or individual analog and digital lines. All changes shall be scheduled by date and time up to six (6) months in advance. All priority changes shall have the capability of completion within five (5) minutes;
- Query Information – Telephone line queries shall display all accessible information. This function shall provide the capability to search the system for specific criteria. Enhanced queries shall have the capability to search across all partitioned databases;
- Reports – All reports must be uniform in design and flexible in content. Required details shall be provided by the DOC and JJC. Database information shall be retrievable on an individual and global basis. Customized reports shall be available upon request; and
- User Identification – Provide a unique ID to each assigned database coordinator. Maintain on screen data indicating the date and time of the last provisioning change, what changes were made, and the ID of the person performing that change.

The Contractor shall provide onsite training for DOC and JJC upon their request.

The Contractor shall be responsible for maintaining user access.

3.2.6.2 PUBLIC WEB SITE

The Contractor shall provide and maintain a public web site within the 90 day implementation period for Inmate/Resident telephone service and shall update weekly. All inmate telephone product information, data and forms shall be approved by the State Contract Manager DOC/JJC-POC Administrator prior to posting to web site. The web site shall include the following:

- A list of all Inmate telephone products and services with descriptions;
- Service rates;
- Frequently Asked Questions (FAQs);
- Service ordering instructions;
- End-User Escalation Process;
- Link to State and/or DOC/JJC web sites;
- Description of payment options; and

- Customer Service toll free numbers.

3.2.7 CONTRACTOR SYSTEM ADMINISTRATOR

The Contractor shall provide a maximum of thirteen (13) Contractor system administrators upon request from the DOC/JJC-Point of Contact Facility Administrator. These Contractor system administrators shall report directly to each facility and take direction from the onsite DOC/JJC-POC Administrator. The Contractor's system administrator's responsibilities shall include the following:

- Software maintenance issues;
- Station software installs, moves and changes; and
- System software additions, changes and deletions.

3.3 INMATE/RESIDENT TELEPHONE CONTROL SYSTEM

The inmate/resident telephone control system shall be programmed to allow outgoing station to station collect or debit calls only.

Personal Identification Number (PIN)

Each inmate and resident shall be assigned a unique six (6) digit personal identification number (PIN). This PIN shall identify that individual for authorization to call preapproved numbers.

Contractor shall provide a system compatible with all current and previously assigned PINs as identified in Section 3.12.1. Inmates and or residents shall not be reassigned a new PIN.

Contractor shall administer the inmate/ resident PIN and all software. A twenty-four (24) hour completion of software additions/changes is required unless deemed a high severity by the DOC and/or JJC. All software additions/changes shall not require the system to be taken off line. The DOC and JJC shall provide the following information on Contractor provided, State approved, forms for each inmate and resident:

- Correctional facility;
- Housing Unit;
- Name of inmate;
- DOC or JJC inmate/resident number;
- SBI number;
- Personal Identification Number (PIN);
- Name of called party (limited to ten friends/family numbers);
- Address of called party;
- Relation to inmate or resident;
- Area code and number to be called;
- Name of Attorney (unlimited list of legal numbers verified, by the Vendor, through the NJ Law Directory);
- Address of Attorney;
- Telephone number of Attorney;

- Signature of inmate or resident; and
- Date and authorization signature from DOC or JJC.

Contractor shall provide, at no charge to the State, scanners at each correctional facility and toll free access to system software for processing bubble forms. Scanning of these forms may be performed by the DOC and/or JJC staff. Reports of successfully transmitted and failures of these forms shall be provided on a daily basis. A database maintaining this information shall be maintained by the Contractor for the life of the contract and provided to the State Contract Manager at end of contract.

The Contractor shall maintain and manage in coordination with DOC/JJC all inmate/resident accounts for Debit calling.

Reports of account activity may be requested for review by DOC/JJC personnel at no charge to the State.

3.3.1 AUTHORIZED SYSTEM FEATURES

The inmate/resident telephone control system shall provide the following features:

- All dialing instructions, warnings and messages shall be available in English and Spanish for each database;
- All telephones turned on and off at predetermined hours;
- Announcement on each call, except legal and Ombudsman calls, instructing that the call may be subject to monitoring and/or recording;
- Announcement on legal and Ombudsman calls instructing that the calls are not monitored or recorded;
- Automated voice announcement to called party identifying correctional facility name and address and a prerecorded inmate/resident name;
- Call splitting to isolate calling party from called party during call setup;
- Caller ID information passed to called party after call splitting;
- Cutoff keys shall be installed, at all DOC and JJC approved locations, on every inmate/resident telephone line in each facility. These keys shall provide the DOC and JJC the ability to separately cut off service to any and all lines serving any area;
- Interactive acceptance or denial of call by called party;
- On demand Statewide blocked numbers. Upon a DOC request, Contractor must block a number from being called by all DOC facilities;
- Ability to limit inmate/resident calling ability to one facility, one housing unit, one wing, or even one individual telephone;
- Permit outgoing station to station collect/debit calls only;
- Prompt inmate/resident through dialing instructions;
- Provide inmate/resident with appropriate call rejection message (i.e. "call not accepted", "call blocked");
- Security announcement instructing switch hook operation from either party to terminate call;

- Service shall provide a capability to interface with both touch tone and rotary telephones at the called party location;
- System shall be dual-tone multi-frequency (DTMF) signal dialing only;
- System shall limit access to one call per connection;
- Telephone switch hook operation shall indicate disconnect of call only; and
- Real time notification of calls from a specific inmate or calls to a specific number. The notification shall be by e-mail or automated phone call.

The system shall have the capability to monitor and record all calls on each line as needed from a central point in each facility without detection.

The system shall have the ability to transcribe recorded phone calls to print, text, or other electronic format. These records shall be maintained by the Contractor for the life of the contract and shall be transferred to the State at the termination of the contract.

The system shall have the ability to provide a confirmed chain of custody so that recordings and data can be used as court evidence.

The DOC/JJC locations require monitoring and recording of all individual Inmate calls. Monitoring equipment shall be provided by the Contractor in each correctional facility. On site storage of these recorded calls shall be maintained for the life of the contract. Electronic storage media such as discs used for investigations or legal action marked as evidence shall be maintained and transferred to the State at the termination of the contract.

3.3.1.1 VOICE RECOGNITION SOFTWARE

The Contractor shall provide voice recognition as a separate feature if purchased by the State. This function shall work in conjunction with the established PIN system to ensure the inmate on the phone is the correct inmate.

3.3.1.2 TEXT ANALYTICS

The Contractor shall provide text analytics as a separate feature if purchased by the State. This function shall allow authorized users the ability to search the text of inmate telephone calls for keywords and phrases as identified by the authorized users.

3.3.2 SYSTEM CONTROLS AND RESTRICTIONS

The Inmate/Resident telephone control system shall provide the ability to:

- Block call forwarding from originally called party;
- A fifteen (15) minute time limit on every authorized call with a warning tone thirty (30) seconds prior to termination;
- No access to an Operator;
- No call waiting acceptance;
- No collect calls accepted to inmates and/or residents;
- No credit card calls;
- No incoming calls;

- No person to person calls;
- No pulse dialing;
- No third party billing of calls;
- No third party conference calls;
- No transfer of calls;
- No two telephones can be connected to the same line at the same time;
- Ten time call limit per facility on any authorized number per day except for the four approved general population numbers; and
- Time of day restrictions on a called number. This feature provides automatic enforcement of called party requests, facility requirements and legal requirements.

3.3.3 USAGE STUDIES

The Contractor shall provide to the DOC and JJC, on a monthly basis, detailed usage information at no charge to the State. In addition, some on demand administrative reports may be requested by the State to be provided within thirty (30) minutes. This detailed usage information shall include:

- Inmate/resident name;
- Inmate/resident DOC or JJC number;
- Inmate/resident SBI number;
- Inmate/resident PIN;
- Correctional facility;
- Calling number;
- Called number;
- Name of called party;
- Time and date of call;
- Duration of call;
- Most frequently called number; and
- Words or group of words used during conversations.

This usage information shall be retrievable in a printed format or electronic media. These records shall be retained by the Contractor for the life of the contract and transferred to the State at the termination of the contract.

3.4 INMATE/RESIDENT TELEPHONES

The telephone equipment shall be standard in design and operation. The specifications for the telephones are as follows:

- All ringers shall be disabled;
- All telephones shall be equipped with a sealed calling instruction card;
- All telephones shall be hearing aid compatible;

- All telephones shall be line powered. No A/C power shall be available;
- All telephones shall be made with heavy gauge steel housings with no coin slots;
- All telephones shall be surface mounted on the wall or communications module using secure mountings. Isolation panels shall be provided where applicable;
- One telephone in each group shall be installed no higher than 55 inches from floor to top of housing to meet the State and Federal ADA requirements;
- Only new equipment shall be used;
- Telephone keypads shall be of heavy duty metal construction and sealed against water and weather conditions in a process accepted as industry standard;
- Telephone handset cords shall be heavy duty steel construction with stainless steel cable; and
- Telephone handsets shall be made of heavy duty, molded construction with no removable parts. All caps shall be sealed with Epoxy to eliminate removal.

The DOC and/or JJC will supply standard 2500 model type analog telephones to work with this system within specified units upon system installation. From installation forward the Contractor shall be required to provide replacement 2500 model type telephones. These phones shall operate with the same features and restrictions as the Contractor provided permanently mounted telephones. These telephones shall be installed by the Contractor in approved areas, such as:

- Administrative Segregation Unit;
- Hospital units; and/or
- Maximum Security Facilities.

In addition, the Contractor shall provide telephone devices for the deaf. These devices shall also operate within the system using the same features and restrictions.

3.5 WIRING

The Contractor shall be responsible for all new and existing wiring for the system at no cost to the State. All cabling used shall be properly labeled at every terminating point. Each system shall be wired separately from the correctional facilities administrative telephone system wherever possible.

The Contractor shall use separate, clearly labeled, wiring blocks when necessary to share cables and conduit facilities due to environmental limitations or other factors.

The Contractor shall install all new cable runs in Contractor provided conduit. No exposed wiring shall be acceptable. This cable and conduit shall be provided and installed by the Contractor at no cost to the State.

All cable and wiring shall conform to all current applicable Federal, State and local electrical, environmental, safety and security rules and regulations. Cable and wiring shall also meet current Building Industry Consulting Service International (BICSI) cabling standard best practices.

The Contractor shall obtain DOC and/or JJC approval prior to and after completion of any wiring and or cable installation. The Contractor shall provide and install conduit for any new cable where required. This new cable, if adequate, may be shared by other communications suppliers with DOC and/or JJC prior approval.

The Contractor shall obtain all permits required for the wiring.

3.6 SECURITY PLAN

The Contractor must provide a security plan for the proposed solution. The document shall describe the administrative, physical, technical and systems controls to be used by the system and/or services. The Contractor's security plan must, at a minimum, provide security measures for the following areas:

- Facilities Physical Security;
- System Security;
- System Data Security;
- Network Security; and
- Administrative and Personnel Security.

The security plan shall provide for review of the Contractor's operations and control system for the proposed solution. The Contractor shall have the capability to detect and report attempted unauthorized entries into the facility and system. All security requirements for the Contractor apply to development, testing, production and backup systems.

In addition, the security plan the Contractor shall identify, address and/or define:

- Regulations and security requirements – how the Contractor will address security requirements such as PCI, HIPAA, FISMA and etc.
- System, Administrative and Personnel Security - the security responsibilities of and supervision required for information owned and / or operated by the Contractor. Security responsibilities include responsibilities for administration of the infrastructure, implementing or maintaining security and the protection of the confidentiality, integrity, and availability of information systems or processes.
- Workforce Security - the control process for hiring and terminating of Contractor's employees, and method used for granting and denying access to the Contractor's network, systems and applications. Identify and define audit controls when employment of the employee terminates. Identify rules of behavior.
- Role-based security access – the products and methods provides role-based security, access enforcement and least privilege.
- Account Management – the products and methods identify and control the account types to meet defined regulation and security requirements.
- Password Management – the appropriate password management controls to meet defined regulation or security requirements.
- Logging / Auditing controls – the Contractor's audit control methods and requirements. The controls must address but not be limited to all user access and user identification linked to any changes to the system and data, and provide an audit process that will make all audit data accessible to state and federal audit staff. The audit trail of all transactions should track date, time, user, and end-user device that initiated the transaction. The audit data must be protected, non-repudiated and restricted to authorized staff. Retention of the audit records will be retained online for at least ninety days and further preserve offline for a period of the contract or required State and Federal laws and regulations.

- Incident Management – the methods for detecting, reporting and responding to an incident, vulnerabilities and threats. The methods are tested and exercised.
- Vulnerability / Security Assessment – the products and methods used for scanning for vulnerabilities and remediation of the vulnerabilities. Identify and define methods used for initiating and completing security assessments. All systems and applications shall be subject to vulnerability assessment scans by an independent and accredited third party on an annual basis.
- Application Security – where the Contractor is providing application hosting or development services, the Contractor at a minimum shall run application vulnerability assessment scans during development and system testing. Vulnerabilities shall be remediated prior to production release.
- Application Partitioning – where the Contractor is providing application hosting or development services, the Contractor will have a separate and unique (single tenant) partition.
- Anti-virus / malware controls – the products and methods for anti-virus and malware controls that meet industry standards. It shall include policy statements that require periodic anti-viral software checks of the system to preclude infections and set forth its commitment to periodically upgrade its capability to maintain maximum effectiveness against new strains of software viruses.
- Network Security – where the Contractor has access to State confidential data, and that data will traverse the Contractor's network, the Contractor shall maintain the Contractor's network security to include, but not be limited to: network firewall provisioning, intrusion detection and prevention, denial of service protection, annual independent and accredited third party penetration testing, and maintain a hardware inventory including name and network address. The Contractor shall maintain network security that conforms to current standards set forth and maintained by the National Institute of Standards and Technology (NIST), including those at: <http://web.nvd.nist.gov/view/ncp/repository>.
- Database – the products and methods for safeguarding the database(s).
- Data Integrity – the products and methods on the integrity of all stored data and the electronic images, and the security of all files from unauthorized access. The Contractor must be able to provide reports on an as-needed basis on the access or change for any file within the system.
- Server and infrastructure – the products and methods for "hardening" of the hardware' operating systems and software.
- Wireless, Remote and Mobile Access – where the Contractor has access to State confidential data, and that data traverses the Contractor's network, the Contractor shall have security controls for provisioning accounts, authorization, account/credential verification, audit/logging, VPN, and TCP/UDP ports restrictions.
- Transmission - the products and methods on how its system addresses security measures regarding communication transmission, access and message validation.
- Continuous Monitoring – where the Contractor has access to State confidential data, and that data will traverse the Contractor's network, the Contractor shall have products and methods for monitoring malicious activity, malware, intrusions and audit records within the Contractor's network.
- Security Audit – the Contractor must allow State assigned staff full access to all operations for security inspections and audits which may include reviews of all issues addressed in description of the security approach and willingness to enter into good faith discussions to implement any changes.

- Change / Configuration Management and Security Authorization – the Contractor has established a change / configuration methodology, establish a baseline configuration and track changes to the configuration. Identify and maintain a list of software programs authorized to execute on a system. When the Contractor has a major change to the system or application, the State's project manager is notified and a security reauthorization must be approved.
- Risk Management – the Contractor has established a risk management plan, technical and security risks are identified, reported and mitigated.
- Confidentiality and Non-Disclosure Agreements – when requested, the Contractor and all project staff including its subcontractor(s) must complete and sign confidentiality and non-disclosure agreements provided by the State. The Contractor may be required to view yearly security awareness and confidentiality training modules provided by the State. Where required, it shall be the Contractor's responsibility to ensure that any new staff sign the confidentiality agreement and complete the security awareness and confidentiality training modules within one month of the employees' start date. For information regarding cyber-crime, Bidders are encouraged to consult the United States Department of Justice manual titled "Prosecuting Computer Crimes" located at: <http://www.justice.gov/criminal/cybercrime/documents.html> and NJ State Police examples of criminal intent specific to a cyber-crime located at http://nj.gov/it/ps/11-02-P1-NJOIT_Attachment_A.pdf for guidance.

The State reserves the right to obtain, or require the Contractor to obtain, criminal history background checks from the New Jersey State Police for all Contractor and project staff (to protect the State of New Jersey from losses resulting from Contractor employee theft, fraud or dishonesty) when requested. If the State exercises this right, a summary of the results of the background check(s) must be made available to the State for consideration before the employee is assigned to work on the State's project. Prospective employees with positive criminal backgrounds for cyber-crimes will not be approved to work on State Projects. Refer to the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-12, An Introduction to Computer Security: The NIST Handbook, Section 10.1.3, Filling the Position – Screening and Selecting.

3.7 DISASTER RECOVERY PLAN (TOTAL PHONE SWITCH SERVICE OUTAGE)

The Contractor is required to update the draft Disaster Recovery plan within 30 days after the contract effective date and submit it to the State Contract Manager for approval. The plan shall identify locations and systems to ensure that the Contractor can continue to satisfy RFP requirements within 24 hours in the event its primary location is rendered unusable. The plan must detail how the Contractor shall ensure that the primary location and/or systems destroyed in such a disaster would be made available to meet the 24 hour time frame. The plan shall be tested once per calendar year. The plan shall be reviewed and updated annually. The Contractor's plan shall adhere, to the requirements of [Section 3.2.2.2 Maintenance and Provisioning Response Time](#). The Contractor's Disaster Recovery Plan shall include the requirement to provide the DOC and/or JJC POC updated progress reports every thirty (30) minutes until all service is restored. The proposed Disaster Recovery Plan shall be approved by the DOC and JJC.

- **Contingency Plan**

The Contractor is required to have a contingency plan identifying key personnel, organization units and alternate sites with telecommunications and computers. The plan shall be reviewed and updated annually.

Reference:

3.8 MAINTENANCE

The inmate/resident telephone control system, telephones and all wiring shall be fully maintained by the Contractor. All maintenance required, including testing and materials, shall be performed at the Contractor's expense for the duration of this contract. Clearing time for every maintenance problem shall meet the State's Performance Standards as set forth in [Section 3.2.2](#).

System software shall be kept up to date as required to satisfy the manufacturer's recommended update intervals and shall be the sole responsibility of the Contractor.

Remedial maintenance shall be provided twenty-four (24) hours a day, seven (7) days a week.

If the Contractor determines that a malfunction exists due to equipment or services provided by the DOC/JJC facility, the Contractor shall notify the DOC Administration of the malfunction and shall assist the DOC/JJC Facility or its Contractor(s) as necessary.

The Contractor shall maintain the following system software elements: System software standard configuration (software settings, releases, customization), System software maintenance and administration, System software upgrades (e.g. version releases, patches, and hot fixes), and system software procedures and documentation.

3.9 PERSONNEL

The Contractor shall have sufficient personnel who have cleared DOC/JJC background checks to respond to multiple maintenance problems simultaneously. A profile of the maintenance force responsible for on-site service to each facility shall be provided to the DOC/JJC POC for approval.

The Contractor shall provide the State with a list of work center locations, technical personnel and management contact telephone numbers to be used in support of each system. All personnel entering any correctional facility shall have passed security clearance by DOC/JJC prior to entry. No individual with a criminal record shall be allowed access.

3.10 TRAINING

The Contractor shall provide onsite system and telephone training to authorized communications coordinators in each correctional facility. This training will be scheduled by the DOC and JJC.

3.11 DOCUMENTATION

The Contractor shall provide its system telephone documentation and training manuals. At least one set of the documentation and training manual shall be provided for each workstation at each correctional facility or an electronic version of all documentation shall be provided to each site POC. This documentation shall explain the functionality and operation of each system, investigative workstation, and telephones installed.

The Contractor shall label every telephone with an identifying code. A list of these codes, associated telephone numbers and specific locations are to be provided to the onsite POC. The Contractor shall update this information with every move, addition and/or change.

3.12 DATA TRANSFERS

Data transfers shall be made from the DOC to the Contractor. The files are currently “xml” and “comma delimited text files” and are transferred to the Contractor on a regular basis across the Internet via Secure File Transfer Protocol (SFTP). The Contractor shall be responsible for any conversion required.

JJC will work with the Contractor after contract award to discuss JJC data transfers.

The State of New Jersey supports multiple methods for data transfers internally within the Garden State Network or external to an extranet or business partner. The transmission of all files between the Contractor and the State system must be transferred securely using the State file transfer methodology. The State will work with the Contractor in the implementation of the file transfer process. The secure file transfer must meet the State and federal security guidelines and standards.

The State of New Jersey provides both asynchronous and synchronous file transfer methodologies.

Synchronous:

- 1) Connect: Direct Secure ++ is a supported option for file exchange with the State of New Jersey IBM mainframe;
- 2) FTPS over SSL (Explicit – port 21) is a supported option for file exchange for connections originating from the State of New Jersey IBM Mainframe. Must support RFC2228; and
- 3) SFTP (FTP over SSHv2 or greater) is a supported option for file exchange with State of New Jersey distributed servers (non-IBM Mainframe).

Asynchronous:

- 1) The State of New Jersey’s DataMotion is a supported option for non-automated or “ad-hoc” file exchange with State of New Jersey. A client license is required; and
- 2) The State of New Jersey’s DataMotion-DataBridge is a supported option for automated file exchange with the State of New Jersey.

The Contractor shall be required to test the file transfer with the State system on all file transfers prior to full implementation.

During the life of the contract, the State may revise or change the file transfer method and/or format for the transmission of files to accommodate real time processing, and use case specific information and the Contractor shall be required to conform to all requirements.

Reference:

NIST Special Publication 800-47 - Security Guide for Interconnecting Information Technology Systems (<http://csrc.nist.gov/publications/nistpubs/800-47/sp800-47.pdf>)

3.12.1 DOC (OFFENDER) LOCATION FILE FOR PIN CONTROL

The DOC shall transmit files to the Contractor containing the current location of active offenders. These files shall be used by the Contractor to update its offender profile file for purposes of PIN access.

Offender Files shall be transferred every day at 10:00am, 1:00pm, and 6:00pm. The times for file transfer are at the discretion of the DOC.

File name convention is NJDOC_<date_time>_REQ.TXT
(i.e. NJDOC_040710180000_REQ.TXT)

If requested the Contractor shall be required to create a cross-walk table for translation of agency locations. NJDOC locations outside the main facility, such as annexes, may need to be distinguished in the file. NJDOC will work with the Contractor to determine any necessary distinctions needed in the file and/or crosswalk. Cost will be included in RFP.

Field Position	Order of Information		Description of Information contained in field
1	SBI	String(10)	State identifier assigned to offender (unique)
2	Last	String(30)	Last name of offender
3	First	String(30)	First name of offender
4	Middle	String(30)	Middle name of offender
5	Agency location	String(6)	Current agency location of offender

Example:

000804667B,STRAIN,DAVID,M,SWSP

3.12.2 DOC DEBIT CALLING INTERFACE

The DOC will transmit a file to the Contractor via a secure method approved by DOC (currently an xml file sent via sftp) that contains debit calling information (deposits and withdrawals) for offenders. This file shall be used by the Contractor to credit or debit an offender account for phone calls.

The file shall be transferred at 4:30 AM daily.

File name convention is named <date_time>.xml (i.e. 20100408043001.xml)

<u>Field Position</u>	<u>Order of Information</u>		<u># of spaces (digits) in field</u>	<u>Description of information contained in field</u>
1	sender	string	50	Interchange level
2	receiver	string	50	Interchange level
3	interchangecontrol	positiveInteger		Interchange level
4	mode	string	50	Interchange level
5	transmissiondate	pattern value="[0-9]{8}[T][0-9]{6}[-][0-9]"	17	Interchange level
6	filename	string	50	Interchange level
7	senderid	string	50	Lockbox level
8	receiverid	positiveInteger		Lockbox level
9	filetype	string	50	Lockbox level
10	batchcount	nonNegative Integer		Lockbox level
11	transactioncount	nonNegative Integer		Lockbox level
12	amount	decimal		Lockbox level
13	transactiontype	enumeration values	NEWACCO UNT, DEPOSIT, WITHDRAW AL, ACCOUNTC LOSED	Transaction level
14	accounttype	enumeration values	PIN, DESTINATI ON	Transaction level
15	transactioncount	nonNegative Integer		Transaction level

4.0 PROPOSAL PREPARATION AND SUBMISSION

4.1 GENERAL

The Bidder is advised to thoroughly read and follow all instructions contained in this RFP, including the instructions on the RFP's signatory page, in preparing and submitting its proposal.

Use of URLs in a proposal should be kept to a minimum and may not be used to satisfy any material term of an RFP. If a preprinted or other document included as part of the proposal contains a URL, a printed (or if a bid is submitted electronically, electronic) copy of the URL page shall be provided and will be considered as part of the proposal. Additional URLs on the copy of the URL page shall not be considered as part of the proposal unless a copy of those URL pages are also provided.

The forms discussed herein and required for submission of a proposal in response to this RFP are available on the web at <http://www.state.nj.us/treasury/purchase/bid/summary/14-x-22648.shtml> unless noted otherwise.

4.2 PROPOSAL DELIVERY AND IDENTIFICATION

In order to be considered, a proposal must arrive at the Division in accordance with the instructions on the RFP signatory page accompanying this RFP. Bidders are cautioned to allow adequate delivery time to ensure timely delivery of proposals. **State regulation mandates that late proposals are ineligible for consideration. THE EXTERIOR OF ALL PROPOSAL PACKAGES ARE TO BE LABELED WITH THE PROPOSAL IDENTIFICATION NUMBER AND THE FINAL PROPOSAL SUBMISSION DATE OR RISK NOT BEING RECEIVED IN TIME.**

4.3 EBID VS. NON-EBID SUBMISSION INSTRUCTION

4.3.1 EBID SUBMISSION OF PROPOSAL

If the Bidder is submitting an eBid proposal, hard copy submission is not required. Instructions detailing how to enroll in and submit an eBid are available on the web at <https://wwwnet1.state.nj.us/treasury/dpp/ebid/>. If the Bidder submits both an eBid and a hard copy of the Bidder's proposal, the eBid proposal will prevail in the event of a discrepancy between the electronic and paper versions.

When submitting an eBid, do not use any symbols (i.e., #, @, \$, &, *) in the filename. All submitted files should be numbered or named appropriately for the bid files to be reviewed in the order intended by the Bidder. In addition, each schedule workbook, attachment and market basket submitted in a Bidder's proposal should be provided each as a separate PDF or XLS file named/labeled with its corresponding schedule or attachment letter or number (i.e., Market Basket.pdf, Attachment1.pdf, Schedule Workbook.xls, etc.).

4.3.2 NON-EBID SUBMISSION

The Bidder must submit the following proposal copies:

- **One (1) complete ORIGINAL proposal**, clearly marked as the "ORIGINAL" proposal;
- **Six (6) complete and exact copies**, clearly marked "COPY"; and
- **One (1) complete copy** of your proposal in a PDF file format on disc or flash drive for redaction.

Copies are necessary in the evaluation of the proposal and for record retention purposes. A Bidder failing to provide the requested number of copies will be charged the cost incurred by the State in producing the requested number of copies. The Bidder should make and retain a copy of its proposal.

4.4 PROPOSAL CONTENT

The proposal should be submitted in two volumes with the content of each volume as indicated below.

Volume 1

Section 1 - Forms (Sections 4.4.1 and 4.4.2)

Section 2 - Technical Proposal (Section 4.4.3)

Section 3 - Organizational Support and Experience (Section 4.4.4)

Volume 2

Section 4 – Price Schedule (Section 4.4.5)

4.4.1 FORMS, REGISTRATIONS AND CERTIFICATIONS REQUIRED WITH PROPOSAL

4.4.1.1 SIGNATORY PAGE

The Bidder shall complete, including signature of an authorized representative of the Bidder, and submit the Signatory Page accompanying this RFP. If the Bidder is a limited partnership, the Signatory Page must be signed by a general partner. If the Bidder is a joint venture, the Signatory Page must be signed by a principal of each party to the joint venture. Failure to comply will result in rejection of the proposal.

4.4.1.1.1 MACBRIDE PRINCIPLES CERTIFICATION

The Bidder must certify pursuant to N.J.S.A. 52:34-12.2 that it is in compliance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles. Please refer to Section 2.5 of the State of NJ Standard Terms and Conditions and N.J.S.A. 52:34-12.2 for additional information about the McBride principles.

By signing the RFP Signatory Page, or by entering its PIN if submitting an eBid proposal, the Bidder/offeree is automatically certifying that either:

- a. The Bidder has no operations in Northern Ireland; or
- b. The Bidder has business operations in Northern Ireland and is committed to compliance with the MacBride principles.

A Bidder/offeree electing not to certify to the MacBride Principles must nonetheless sign the RFP Signatory Page AND must include, as part of its proposal, a statement indicating its refusal to comply with the provisions of this Act.

4.4.1.1.2 NO SUBCONTRACTOR CERTIFICATION

For a proposal that does NOT include the use of any subcontractors, by signing the RFP Signatory Page, or by entering a PIN if submitting an e-Bid proposal, the Bidder is automatically certifying that:

1. In the event the award is granted to Bidder's firm and the Bidder later determines at any time during the term of the Contract to engage subcontractors to provide certain goods and/or services, pursuant to Section 5.8 of the State of NJ Standard Terms and Conditions, the Bidder will submit a Subcontractor Utilization Plan form for approval to the Division of Purchase and Property in advance of any such engagement of subcontractors.
2. If the contract is a small business subcontracting set-aside, the Bidder certifies that in engaging subcontractors, it will make a good faith effort to achieve the subcontracting set-aside goals, and will attach to the Subcontractor Utilization Plan documentation of such efforts in accordance with N.J.A.C. 17:13-4 et seq.

4.4.1.1.3 NON-COLLUSION

By submitting a proposal, the Bidder certifies as follows:

- a. The price(s) and amount of its proposal have been arrived at independently and without consultation, communication or agreement with any other Contractor, Bidder or potential Bidder.
- b. Neither the price(s) nor the amount of its proposal, and neither the approximate price(s) nor approximate amount of this proposal, have been disclosed to any other firm or person who is a Bidder or potential Bidder, and they will not be disclosed before the proposal submission.
- c. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- d. The proposal of the firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- e. The Bidder, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four (4) years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

4.4.1.1.4 NEW JERSEY BUSINESS ETHICS GUIDE CERTIFICATION

The Treasurer has established a business ethics guide to be followed by State Contractors in their dealings with the State. The guide provides further information about compliance with Section 2.8 of the State of New Jersey Standard Terms and Conditions. The guide can be found at:

http://www.state.nj.us/treasury/purchase/ethics_guide.shtml

By signing the RFP signatory page, or by entering a pin if submitting an e-bid proposal, the Bidder is automatically certifying that it has read the guide, understands its provisions and is in compliance with its provisions.

4.4.1.2 NJ STANDARD RFP FORMS

One of the downloadable RFP documents is titled NJ STANDARD RFP FORMS. It is comprised of three separate forms, two of which (Ownership Disclosure and Disclosure of Investment

Activities in Iran) discussed below, must be completed, signed and submitted with the Bidder's proposal. **The Bidder is cautioned that failure to complete, sign and submit either of these two forms will be cause to reject its proposal as non-responsive as noted below.** If the Bidder submits a hard copy proposal, each of the two forms must be physically signed.

If the Bidder is submitting an electronic proposal through the Division's eBid system, there are only two acceptable forms of signature for the two forms:

1. The Bidder may download the document, physically complete and sign each form, scan the completed document and then upload it, or
2. The Bidder may download the document, type the name of the signatory in the space designated for certification signature in each of the forms and then upload the document.

Note: A Bidder's entry of a Personal Identification Number (PIN) will not suffice as a signature on these two forms. A signed RFP Signatory Page is also not an acceptable substitute for signature on these two forms.

4.4.1.2.1 OWNERSHIP DISCLOSURE FORM

Pursuant to N.J.S.A. 52:25-24.2, in the event the Bidder is a corporation, partnership or sole proprietorship, the bidder must complete and sign the attached Ownership Disclosure Form. A current completed Ownership Disclosure Form must be received prior to or accompany the submitted proposal. A Bidder's failure to submit the completed and signed form with its proposal will result in the rejection of the proposal as non-responsive and preclude the award of a contract to said bidder unless the Division has on file a signed and accurate Ownership Disclosure Form dated and received no more than six months prior to the proposal submission deadline for this procurement. If any ownership change has occurred within the last six months, a new Ownership Disclosure Form must be completed, signed and submitted with the proposal.

4.4.1.2.2 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

Pursuant to N.J.S.A. 52:32-58, the Bidder must utilize this Disclosure of Investment Activities in Iran form to certify that neither the Bidder, nor one of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither the Bidder, nor one of its parents, subsidiaries, and/or affiliates, is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the Bidder is unable to so certify, the Bidder shall provide a detailed and precise description of such activities as directed on the form. A Bidder's failure to submit the completed and signed form with its proposal will result in the rejection of the proposal as non-responsive and preclude the award of a contract to said Bidder.

4.4.1.2.3 DISCLOSURE OF INVESTIGATIONS AND ACTIONS INVOLVING BIDDER FORM

The Bidder shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five (5) years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. The Bidder shall use the Disclosure of Investigations and Actions Involving Bidder form for this purpose.

4.4.1.3 SUBCONTRACTOR UTILIZATION PLAN

All Bidders intending to use a subcontractor must submit a completed Subcontractor Utilization Plan. Please see the State of New Jersey, Division of Purchase and Property's Subcontractor Forms which includes the Subcontractor Utilization Plan form.

4.4.1.3.1 SMALL BUSINESS SUBCONTRACTING SET-ASIDE CONTRACTS

This is a contract with set-aside subcontracting goals for New Jersey Small Business Enterprises. If the Bidder intends to subcontract, it must submit a Subcontractor Utilization Plan. If the Bidder intends to subcontract, the Bidder should take the following actions to achieve the set-aside subcontracting goal requirements:

1. Attempt to locate eligible small businesses in Categories I, II, and III appropriate to the RFP;
2. Request a listing of small businesses by Category from the New Jersey Division of Revenue, Small Business Enterprise Unit;
3. Record efforts to locate eligible businesses, including the names of businesses contacted and the means and results of such contacts;
4. Provide all potential subcontractors with detailed information regarding the specifications;
5. Attempt, whenever possible, to negotiate prices with potential subcontractors submitting higher than acceptable price quotes;
6. Obtain, in writing, the consent of any proposed subcontractor to use its name in response to the RFP; and,
7. Maintain adequate records documenting efforts to achieve the set-aside subcontracting goals.

Proposals should also contain a copy of the New Jersey of Revenue, Small Business Enterprise Unit's proof of registration as a small business for any business proposed as a subcontractor; and documentation of the Bidder's good faith effort to meet the targets of the set-aside subcontracting requirement in sufficient detail to permit the Bid Review Unit of the Division to effectively assess the Bidder's efforts to comply if the Bidder has failed to attain the statutory goals.

If the Bidder chooses to use subcontractors and fails to meet the small business subcontracting targets set forth above, the Bidder must submit documentation demonstrating its good faith effort to meet the targets with its proposal or within seven (7) business days upon request.

NOTE A BIDDER'S FAILURE TO SATISFY THE SMALL BUSINESS SUBCONTRACTING TARGETS OR PROVIDE SUFFICIENT DOCUMENTATION OF ITS GOOD FAITH EFFORTS TO MEET THE TARGETS WITH THE PROPOSAL OR WITHIN SEVEN (7) DAYS UPON REQUEST SHALL PRECLUDE AWARD OF A CONTRACT TO THE BIDDER.

If awarded the contract, the Bidder shall notify each subcontractor listed in the Plan, in writing.

Each Bidder awarded a contract for a procurement which contains the set-aside subcontracting goal requirement shall fully cooperate in any studies or surveys which may be conducted by the State to determine the extent of the Bidder's compliance with N.J.A.C. 17:13-1.1 et seq., and this RFP.

4.4.1.4 BID SECURITY

Not applicable to this procurement.

4.4.1.5 PRICING

The Bidder must submit its pricing on the State supplied Price Sheet/Schedule and supply any additional pricing information as directed in RFP Section 4.4.5.

4.4.2 FORMS REQUIRED BEFORE CONTRACT AWARD AND THAT SHOULD BE SUBMITTED WITH THE PROPOSAL

4.4.2.1 BUSINESS REGISTRATION

In accordance with N.J.S.A. 52:32-44(b), a Bidder and its named subcontractors must have a valid Business Registration Certificate ("BRC") issued by the Department of Treasury, Division of Revenue prior to the award of a contract. To facilitate the proposal evaluation and contract award process, the Bidder should submit a copy of its valid BRC and those of any named subcontractors with its proposal. Refer to Section 2.1 of the State of NJ Standard Terms and Conditions.

Any Bidder, inclusive of any named subcontractors, who does not have a valid business registration at the time of the proposal submission opening or whose BRC was revoked prior to the submission of the proposal should proceed immediately to register its business or seek re-instatement of a revoked BRC. Bidders are cautioned that it may require a significant amount of time to secure the re-instatement of a revoked BRC. The process can require actions by both the Division of Revenue and the Division of Taxation. For this reason, a Bidder's early attention to this requirement is highly recommended. The Bidder and its named subcontractors may register with the Division of Revenue, obtain a copy of an existing BRC or obtain information necessary to seek re-instatement of a revoked BRC online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

A Bidder otherwise identified by the Division as a responsive and responsible Bidder, inclusive of any named subcontractors, but that was not business registered at the time of submission of its proposal must be so registered and in possession of a valid BRC by a deadline to be specified in writing by the Division. A Bidder who fails to comply with this requirement by the deadline specified by the Division will be deemed ineligible for contract award. Under any circumstance, the Division will rely upon information available from computerized systems maintained by the State as a basis to verify independently compliance with the requirement for business registration.

A Bidder receiving a contract award as a result of this procurement and any subcontractors named by that Bidder will be required to maintain a valid business registration with the Division of Revenue for the duration of the executed contract, inclusive of any contract extensions.

4.4.2.2 SERVICES SOURCE DISCLOSURE CERTIFICATION FORM

Pursuant to N.J.S.A. 52:34-13.2, prior to an award of contract, the bidder is required to submit a completed source disclosure form. The bidder's inclusion of the completed Services Source Disclosure Form with the proposal is requested and advised. Refer to RFP Section 7.1.2 for additional information concerning this requirement.

4.4.3 TECHNICAL PROPOSAL

In this section, the Bidder shall clearly describe the Bidder's approach and plans for accomplishing the work outlined in the Scope of Work, i.e., Section 3.0. The Bidder must set forth its understanding of the requirements of this RFP and its ability to successfully complete the contract.

The Bidder must provide a narrative description of how it will meet each of the requirements listed below:

- Section 3.1.1 Call Routing;
- Section 3.1.2 Quality of Service;
- Section 3.1.3 Onsite System Equipment – In addition to the narrative description, the Bidder shall provide the type of equipment to be located on site to work with the remote master system for all of the correctional facilities on [Schedule A](#);
- Section 3.1.4 Dialing Plan;
- Section 3.1.5 Non-Recurring Charges -The Bidder shall provide its response to this section on [Schedule B](#);
- Section 3.1.6 Implementation Plan – The Bidder shall provide a draft implementation plan to comply with the requirements in Section 3.1.6. The description shall include the plan elements referenced in this section;
- Section 3.2.1 Reliability/Availability- The Bidder's network shall meet or exceed all industry standards. The Bidder shall describe how it will achieve the standard to ensure Reliability and Availability;
- Section 3.2.2 States Performance Standard;
- Section 3.2.2.1 Network Performance Standards – With the description, the Bidder shall document where its equipment or service has continually met 99.999% availability;
- Bidder must submit a plan describing how it will achieve and maintain the Network Performance Standard;
- Section 3.2.2.2 Maintenance and Provisioning Response Time;
- Section 3.2.2.3 Failure Reporting/Response Requirements;
- Section 3.2.2.4 Trouble Ticket Reporting and Tracking System
- Section 3.2.5 Call Billing – Bidder shall provide one (1) billing plan in its proposal. The plan shall describe the Bidder's plan to cap the rate for the duration of the contract and shall comply with the requirements of this section in its entirety. (The Bidder shall provide its response to this section on [Schedule C](#));
- Section 3.2.6 Remote Access Software Arrangements;
- Section 3.2.6.1 Private Portal;
- Section 3.2.6.2 Public Web Site;
- Section 3.3 Inmate/Resident Telephone Control System –The Bidder shall propose a system compatible with all existing, previously assigned PINs; i.e., inmates and/or residents shall not be reassigned a new PIN. The Bidder shall provide its response to this section on [Schedule D](#);
- The Bidder shall describe its plan to maintain all records of account balances in each inmate and/or resident account for Debit calling;
- Section 3.3.1 Authorized System Features – The Bidder shall provide its response to this section on [Schedule E](#);
- Section 3.3.1.1 Voice Recognition – In addition to the narrative description, the Bidder shall propose a separate all-inclusive per 15 second interval rate to include voice recognition. This feature, if implemented by the State, is in addition to the

PIN list for added system security. Bidder shall provide its response to this requirement on [Schedule J](#);

- Section 3.3.1.2 Text Analytics – In addition to the narrative description, the Bidder shall propose a separate all-inclusive per 15 second interval rate to include analytical software for all phone calls as outlined in Section 3.3.1.2. This feature, if implemented by the State, is in addition to the basic service proposed. Bidder shall provide its response to this requirement on [Schedule K](#);
- Section 3.3.2 System Controls and Restrictions- Bidder shall describe how its system shall detect and announce the conditions listed in this section and shall provide any other announcement options its system generates for a noncompleted call. The DOC/JJC POC reserves the right to add to the list. The Bidder shall provide its response to this section on [Schedule F](#);
- Section 3.3.3 Usage Studies – The Bidder shall provide its response to this section on [Schedule G](#);
- Section 3.4 Inmate/Resident Telephones – The Bidder shall provide its response to this section on [Schedule H](#);
- Section 3.5 Wiring – The Bidder shall provide its response to this section on [Schedule I](#);
- Section 3.6 Security Plan- The Bidder shall submit a proposed security plan demonstrating the Bidder's ability to meet the security requirements set forth in the RFP for the administrative, physical, technical and system controls to be used by the system and/or services provided;
- Section 3.7 Disaster Recovery Plan - The Bidder's proposal shall provide a written Disaster Recovery Plan that details the plan for restoration of service during a major outage. The Bidder shall describe its plan to provide redundancy of each system. The Bidder's Disaster Recovery Plan shall include the requirement to provide the DOC and/or JJC POC updated progress reports every thirty (30) minutes until all service is restored. The Plan shall confirm that DOC or JJC may identify any failure of services as a major outage which it deems critical to the operation and safety of each facility;
- Section 3.8 Maintenance - The Bidder must provide a maintenance plan describing how it will meet the requirements of this section;
- Section 3.9 Personnel;
- Section 3.10 Training;
- Section 3.11 Documentation;
- Section 3.12 Data Transfers;
- Section 3.12.1 DOC Offender Location file for PIN control, and
- Section 3.12.2 DOC Debit Calling Interface.

4.4.3.1 MANAGEMENT OVERVIEW

The Bidder shall set forth its overall technical approach and plans to meet the requirements of the RFP in a narrative format. This narrative should demonstrate to the State that the Bidder understands the objectives that the contract is intended to meet the nature of the required work and the level of effort necessary to successfully complete the contract. This narrative should demonstrate to the State that the Bidder's general approach and plans to undertake and complete the contract are appropriate to the tasks and subtasks involved.

Mere reiterations of RFP tasks and subtasks are strongly discouraged, as they do not provide insight into the Bidder's ability to complete the contract. The Bidder's response to this section should be designed to convince the State that the Bidder's detailed plans and approach proposed to complete the Scope of Work are realistic, attainable and appropriate and that the Bidder's proposal will lead to successful contract completion.

The Bidder must present its understanding of the deliverables being addressed by this RFP, the State's objectives and intended results of the project, and the scope of work. The Bidder must summarize how its proposed solution meets the State's objectives and achieves the requirements of this RFP. The Bidder must identify and explain the rationale for the methodology to be used for the development effort, including the development tools, methods, and environment that will be employed.

4.4.3.2 CONTRACT MANAGEMENT

The Bidder shall describe its specific plans to manage, control and supervise the contract to ensure satisfactory contract completion according to the required schedule. The plan should include the Bidder's approach to communicate with the State Contract Manager including, but not limited to, status meetings, status reports, etc.

4.4.3.3 CONTRACT SCHEDULE

The Bidder shall include a contract schedule. If key dates are a part of this RFP, the Bidder's schedule shall incorporate such key dates and should identify the completion date for each task and sub-task required by the Scope of Work. Such schedule shall also identify the associated deliverable item(s) to be submitted as evidence of completion of each task and/or subtask.

The Bidder should identify the contract scheduling and control methodology to be used and should provide the rationale for choosing such methodology. The use of Gantt, PERT or other charts is recommended.

4.4.3.4 IMPLEMENTATION PLAN

It is essential that the State move forward quickly to have the contract in place. Therefore, the Bidder must include as part of its proposal an implementation plan as described in Section 3.1.6, beginning with the date of notification of contract award.

4.4.3.5 POTENTIAL PROBLEMS

The Bidder shall set forth a summary of any and all problems that the Bidder anticipates during the term of the contract. For each problem identified, the Bidder should provide its proposed solution.

4.4.4 ORGANIZATIONAL SUPPORT AND EXPERIENCE

The Bidder must include information relating to its organization, personnel, and experience, including, but not limited to, references, together with contact names and telephone numbers, evidencing the Bidder's qualifications, and capabilities to perform the services required by this RFP. This section of the proposal must minimally contain the information identified below.

4.4.4.1 LOCATION

The Bidder shall include the address of the Bidder's office where responsibility for managing the contract will take place. The Bidder should include the telephone number and name of the individual to contact.

4.4.4.2 ORGANIZATION CHARTS

Contract-Specific Chart. The Bidder shall include a contract organization chart, with names showing management, supervisory and other key personnel (including subcontractor management, supervisory or other key personnel) to be assigned to the contract. The chart shall include the labor category and title of each such individual.

Chart for Entire Firm. The Bidder should include an organization chart showing the Bidder's entire organizational structure. This chart should show the relationship of the individuals assigned to the contract to the Bidder's overall organizational structure.

4.4.4.3 RESUMES

Detailed resumes shall be submitted for all management, supervisory and key personnel to be assigned to the contract. Resumes shall emphasize relevant qualifications and experience of these individuals in successfully completing contracts of a similar size and scope to those required by this RFP. Resumes shall include the following:

- The individual's previous experience in completing each similar contract.
- Beginning and ending dates for each similar contract.
- A description of the contract demonstrating how the individual's work on the completed contract relates to the individual's ability to contribute to successfully providing the services required by this RFP.
- With respect to each similar contract, the name and address of each reference together with a person to contact for a reference check and a telephone number.

The Bidder shall provide detailed resumes for each subcontractor's management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is designated to perform.

4.4.4.4 BACKUP STAFF

The Bidder should include a list of backup staff that may be called upon to assist or replace primary individuals assigned. Backup staff must be clearly identified as backup staff.

In the event the Bidder must hire management, supervisory and/or key personnel if awarded the contract, the Bidder should include, as part of its recruitment plan, a plan to secure backup staff in the event personnel initially recruited need assistance or need to be replaced during the contract term.

4.4.4.5 EXPERIENCE WITH CONTRACTS OF SIMILAR SIZE AND SCOPE

The Bidder must have a current and operational State or Federal Contract to provide inmate telephone service to one of the 50 United States or the Federal Bureau of Prisons, or have successfully completed a State or Federal contract within three years of the bid due date.

The Bidder shall provide contact information for each such State/Federal Agency. Contact information shall include at a minimum: name, address, telephone number, and e-mail address. **Failure to provide the contact information in the proposal may result in the proposal being deemed non-responsive.**

4.4.4.6 FINANCIAL CAPABILITY OF THE BIDDER

In order to provide the State with the ability to judge the Bidder's financial capacity and capabilities to undertake and successfully complete the contract, the Bidder should submit certified financial statements which include a balance sheet, income statement and statement of cash flow, and all applicable notes for the most recent calendar year or the Bidder's most recent fiscal year. If certified financial statements are not available, the Bidder should provide either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statements, together with a certification from the Chief Executive Officer and the Chief Financial Officer, that the financial statements and other information included in the statements fairly present in all material respects the financial condition, results of operations and cash flows of the Bidder as of, and for, the periods presented in the statements. In addition, the Bidder should submit a bank reference.

If the information is not supplied with the proposal, the State may still require the Bidder to submit it. If the Bidder fails to comply with the request within seven (7) business days, the State may deem the proposal non-responsive.

A Bidder may designate specific financial information as not subject to disclosure when the Bidder has a good faith legal/factual basis for such assertion. A Bidder may submit specific financial documents in a separate, sealed package clearly marked "Confidential-Financial Information" along with the proposal.

The State reserves the right to make the determination to accept the assertion and shall so advise the Bidder.

4.4.5 PRICE SCHEDULE/SHEET

The Bidder must submit its pricing using the format set forth in the State-supplied price schedules J and K accompanying this RFP. Failure to submit all information required will result in the proposal being considered non-responsive. Each Bidder is required to hold its prices firm through issuance of contract.

4.4.5.1 DELIVERY COSTS

Not applicable to this procurement.

4.4.5.2 C.O.D. TERMS

C.O.D. terms are not acceptable as part of a proposal and will be cause for rejection of a proposal.

4.4.5.3 CASH DISCOUNTS

Not applicable to this procurement.

5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS

The contract awarded as a result of this RFP shall consist of this RFP, addenda to this RFP, the Contractor's proposal, any best and final offer and the Division's Notice of Award.

Unless specifically stated within this RFP, the Special Contractual Terms and Conditions of the RFP take precedence over the State of NJ Standard Terms and Conditions accompanying this RFP.

In the event of a conflict between the provisions of this RFP, including the Special Contractual Terms and Conditions and the State of NJ Standard Terms and Conditions, and any addendum to this RFP, the addendum shall govern.

In the event of a conflict between the provisions of this RFP, including any addendum to this RFP, and the Bidder's proposal, the RFP and/or the addendum shall govern.

5.2 CONTRACT TERM AND EXTENSION OPTION

The term of the contract shall be for a period of **seven (7) years**. The anticipated "Contract Effective Date" is provided on the signatory page accompanying this RFP. If delays in the procurement process result in a change to the anticipated Contract Effective Date, the Bidder agrees to accept a contract for the full term of the contract.

The contract may be extended for all or part of **two (2)** one-year periods, by the mutual written consent of the Contractor and the Director at the same terms, conditions, and pricing at the rates in effect in the last year of the contract or rates more favorable to the State.

5.3 CONTRACT TRANSITION

In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, it shall be incumbent upon the Contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than 365 days beyond the expiration date of the contract.

5.4 CONTRACT AMENDMENT

Any changes or modifications to the terms of the contract shall be valid only when they have been reduced to writing and signed by the Contractor and the Director.

5.5 CONTRACTOR RESPONSIBILITIES

The Contractor shall have sole responsibility for the complete effort specified in the contract. Payment will be made only to the Contractor. The Contractor shall have sole responsibility for all payments due any subcontractor.

The Contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under the contract. The Contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this contract shall not in any way relieve the Contractor of responsibility for the technical adequacy of its work. The review, approval, acceptance or

payment for any of the services shall not be construed as a waiver of any rights that the State may have arising out of the Contractor's performance of this contract.

5.6 SUBSTITUTION OF STAFF

The Contractor shall forward a request to substitute staff to the State Contract Manager for consideration and approval. No substitute personnel are authorized to begin work until the Contractor has received written approval to proceed from the State Contract Manager.

If it becomes necessary for the Contractor to substitute any management, supervisory or key personnel, the Contractor shall identify the substitute personnel and the work to be performed. The Contractor must provide detailed justification documenting the necessity for the substitution. Resumes must be submitted evidencing that the individual(s) proposed as substitute(s) have qualifications and experience equal to or better than the individual(s) originally proposed or currently assigned.

5.7 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)

This Subsection serves to supplement but not to supersede Sections 5.8 and 5.9 of the State of NJ Standard Terms and Conditions accompanying this RFP.

The Contractor shall forward a written request to substitute or add a subcontractor or to substitute its own staff for a subcontractor to the State Contract Manager for consideration. If the State Contract Manager approves the request, the State Contract Manager will forward the request to the Director for final approval. No substituted or additional subcontractors are authorized to begin work until the Contractor has received written approval from the Director.

If it becomes necessary for the Contractor to substitute a subcontractor, add a subcontractor or substitute its own staff for a subcontractor, the Contractor will identify the proposed new subcontractor or staff member(s) and the work to be performed. The Contractor must provide detailed justification documenting the necessity for the substitution or addition.

The Contractor must provide detailed resumes of its proposed replacement staff or of the proposed subcontractor's management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is to undertake.

The qualifications and experience of the replacement(s) must equal or exceed those of similar personnel proposed by the Contractor in its proposal.

5.8 OWNERSHIP OF MATERIAL

All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the contract, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the services required under this contract shall be and remain the property of the State of New Jersey and shall be delivered to the State of New Jersey upon thirty (30) days notice by the State. With respect to software computer programs and/or source codes developed for the State, the work shall be considered "work for hire", i.e., the State, not the Contractor or subcontractor, shall have full and complete ownership of all software computer programs and/or source codes developed. To the extent that any of such materials may not, by operation of the law, be a work made for hire in accordance with the terms of this Contract, Contractor or subcontractor hereby assigns to the

State all right, title and interest in and to any such material, and the State shall have the right to obtain and hold in its own name and copyrights, registrations and any other proprietary rights that may be available.

Should the Bidder anticipate bringing pre-existing intellectual property into the project, the intellectual property must be identified in the proposal. Otherwise, the language in the first paragraph of this section prevails. If the Bidder identifies such intellectual property ("Background IP") in its proposal, then the Background IP owned by the Bidder on the date of the contract, as well as any modifications or adaptations thereto, remain the property of the Bidder. Upon contract award, the Bidder or Contractor shall grant the State a non-exclusive, perpetual royalty free license to use any of the Bidder/Contractor's Background IP delivered to the State for the purposes contemplated by the contract.

5.9 DATA CONFIDENTIALITY AND SECURITY

5.9.1 DATA CONFIDENTIALITY

All financial, statistical, personnel, customer and/or technical data that is supplied by the State to the Contractor, or that the Contractor obtains through its work for the State are confidential. The Contractor must secure all data from manipulation, sabotage, theft or breach of confidentiality. The Contractor is prohibited from releasing any financial, statistical, personnel, customer and/or technical data obtained from the State that is deemed confidential. Any non-Contractual use, sale, or offering of this data in any form by the Contractor, or any individual or entity in the Contractor's charge or employ, will be considered a violation of this Contract and may result in Contract termination and the Contractor's suspension or debarment from State contracting. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

The Contractor shall assume total financial liability incurred by the Contractor associated with any breach of confidentiality.

5.9.2 DATA SECURITY STANDARDS

Data Security: The Contractor at a minimum shall protect and maintain the security of data traveling its network in accordance with generally accepted industry practices.

- Any Personally Identifiable Information must be protected. All data must be classified in accordance with the State's Asset Classification and Control policy, 08-04-NJOIT (www.nj.gov/it/ps). Additionally, data must be disposed of in accordance with the State's Information Disposal and Media Sanitation policy, 09-10-NJOIT (www.nj.gov/it/ps).
- Data usage, storage, and protection is subject to all applicable federal and state statutory and regulatory requirements, as amended from time to time, including, without limitation, those for Health Insurance Portability and Accountability Act of 1996 (HIPAA), Personally Identifiable Information (PII), Tax Information Security Guidelines for Federal, State, and Local Agencies (IRS Publication 1075), New Jersey State tax confidentiality statute, N.J.S.A. 54:50-8, New Jersey Identity Theft Prevention Act, N.J.S.A. 56:11-44 et. seq., the federal Drivers' Privacy Protection Act of 1994, Pub.L.103-322, and the confidentiality requirements of N.J.S.A. 39:2-3.4. Contractor shall also conform to Payment Card Industry (PCI) Data Security Standard.

Data Transmission: The Contractor shall only transmit or exchange State of New Jersey data with other parties when expressly requested in writing and permitted by and in accordance with requirements of the State of New Jersey. The Contractor shall only transmit or exchange data with the State of New Jersey or other parties through secure means supported by current

technologies. The Contractor shall encrypt all data defined as personally identifiable or confidential by the State of New Jersey or applicable law, regulation or standard during any transmission or exchange of that data.

Data Storage: All data provided by the State of New Jersey or State data obtained by the Contractor in the performance of the Contract must be stored, processed, and maintained solely in accordance with a project plan and system topology approved by the State Contract Manager. No State data shall be processed on or transferred to any device or storage medium including portable media, smart devices and/or USB devices, unless that device or storage medium has been approved in advance in writing by the State Project Manager. The Contractor shall encrypt all data at rest defined as personally identifiable information by the State of New Jersey or applicable law, regulation or standard.

Data Scope: All provisions applicable to State data include data in any form of transmission or storage, including but not limited to: database files, text files, backup files, log files, XML files, and printed copies of the data.

Data Re-Use: All State data shall be used expressly and solely for the purposes enumerated in the Contract. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of the Contractor. No State data of any kind shall be transmitted, exchanged or otherwise passed to other Contractors or interested parties except on a case-by-case basis as specifically agreed to in writing by the State Contract Manager.

Data Breach: Unauthorized Release Notification: The Contractor shall comply with all applicable State and Federal laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification. In the event of a breach of any of the Contractor's security obligations or other event requiring notification under applicable law ("Notification Event"), the Contractor shall assume responsibility for informing the State Contract Manager and all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the State of New Jersey, its officials, and employees from and against any claims, damages, or other harm related to such Notification Event.

End of Contract Data Handling: Upon termination/expiration of this Contract the Contractor shall first return all State data to the State in a usable format as defined in the Contract, or in an open standards machine-readable format if not. The Contractor shall then erase, destroy, and render unreadable all Contractor copies of State data according to the standards enumerated in accordance with the State's most recent Information Disposal and Media Sanitation policy, currently 09-10-NJOIT (www.nj.gov/it/ps) and certify in writing that these actions have been completed within thirty (30) days after the termination/expiration of the Contract or within seven (7) days of the request of an agent of the State whichever shall come first.

5.9.3 FEDERAL TAX INFORMATION SECURITY

(Tax Information Security Guidelines for Federal, State, and Local Agencies (IRS Publication 1075))

GENERAL SERVICES

I. PERFORMANCE

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be performed under the supervision of the Contractor or the Contractor's responsible employees.

- (2) Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the Contractor is prohibited.
- (3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.
- (4) No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.
- (5) The Contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
- (6) The agency will have the right to void the contract if the Contractor fails to provide the safeguards described above.

II. CRIMINAL/CIVIL SANCTIONS

- (1) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
- (2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with

respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRC Sections 7213A and 7431.

- (3) Additionally, it is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C.552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to Contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a Contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
- (4) Granting a Contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, Contractors should be advised of the provisions of IRC Sections 7431, 7213, and 7213A (see Exhibit 6, *IRC Sec. 7431 Civil Damages for Unauthorized Disclosure of Returns and Return Information* and Exhibit 5, *IRC Sec. 7213 Unauthorized Disclosure of Information*). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the Contractor should sign, with either ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION

The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the Contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the Contractor is found to be noncompliant with contract safeguards.

TECHNOLOGY SERVICES

I. PERFORMANCE

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be done under the supervision of the Contractor or the Contractor's employees.
- (2) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the

performance of this contract. Disclosure to anyone other than an officer or employee of the Contractor will be prohibited.

- (3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- (4) The Contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and the Contractor will retain no output at the time the work is completed. If immediate purging of all data storage components is not possible, the Contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- (5) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the Contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- (6) All computer systems receiving, processing, storing, or transmitting Federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.
- (7) No work involving Federal tax information furnished under this contract will be subcontracted without prior written approval of the IRS.
- (8) The Contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
- (9) The agency will have the right to void the contract if the Contractor fails to provide the safeguards described above.

II. CRIMINAL/CIVIL SANCTIONS:

- (1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
- (2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or

return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC Section 7213A and 7431.

- (3) Additionally, it is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to Contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a Contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
- (4) Granting a Contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, Contractors should be advised of the provisions of IRC Sections 7431, 7213, and 7213A (see Exhibit 6, *IRC Sec. 7431 Civil Damages for Unauthorized Disclosure of Returns and Return Information* and Exhibit 5, *IRC Sec. 7213 Unauthorized Disclosure of Information*). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the Contractor should sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION:

The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the Contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the Contractor is found to be noncompliant with contract safeguards.

5.10 NEWS RELEASES

The Contractor is not permitted to issue news releases pertaining to any aspect of the services being provided under this contract without the prior written consent of the Director.

5.11 ADVERTISING

The Contractor shall not use the State's name, logos, images, or any data or results arising from this contract as a part of any commercial advertising without first obtaining the prior written consent of the Director.

5.12 LICENSES AND PERMITS

The Contractor shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this contract. The Contractor shall supply the State Contract Manager with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to the contract award. All costs associated with any such licenses, permits and authorizations must be considered by the Bidder in its proposal.

5.13 CLAIMS AND REMEDIES

5.13.1 CLAIMS

All claims asserted against the State by the Contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.

5.13.2 REMEDIES

Nothing in the contract shall be construed to be a waiver by the State of any warranty, expressed or implied, of any remedy at law or equity, except as specifically and expressly stated in a writing executed by the Director.

5.13.3 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS

In the event that the Contractor fails to comply with any material contract requirements, the Director may take steps to terminate the contract in accordance with the State of NJ Standard Terms and Conditions, authorize the delivery of contract items by any available means, with the difference between the price paid and the defaulting Contractor's price either being deducted from any monies due the defaulting Contractor or being an obligation owed the State by the defaulting Contractor as provided for in the State administrative code, or take any other action or seek any other remedies available at law or in equity.

5.14 LATE DELIVERY

The Contractor must immediately advise the State Contract Manager of any circumstance or event that could result in late completion of any task or subtask.

5.15 RETAINAGE

Not applicable to this procurement.

5.16 ADDITIONAL WORK AND/OR SPECIAL PROJECTS

The Contractor shall not begin performing any additional work or special projects without first obtaining written approval from both the State Contract Manager and the Director.

In the event of additional work and/or special projects, the Contractor must present a written proposal to perform the additional work to the State Contract Manager. The proposal should provide justification for the necessity of the additional work. The relationship between the additional work and the base contract work must be clearly established by the Contractor in its proposal.

The Contractor's written proposal must provide a detailed description of the work to be performed broken down by task and subtask. The proposal should also contain details on the level of effort, including hours, labor categories, etc., necessary to complete the additional work.

The written proposal must detail the cost necessary to complete the additional work in a manner consistent with the contract. The written price schedule must be based upon the hourly rates, unit costs or other cost elements submitted by the Contractor in the Contractor's original proposal submitted in response to this RFP. Whenever possible, the price schedule should be a firm, fixed price to perform the required work. The firm fixed price should specifically reference and be tied directly to costs submitted by the Contractor in its original proposal. A payment schedule, tied to successful completion of tasks and subtasks, must be included.

Upon receipt and approval of the Contractor's written proposal, the State Contract Manager shall forward same to the Director for the Director's written approval. Complete documentation from the Using Agency, confirming the need for the additional work, must be submitted. Documentation forwarded by the State Contract Manager to the Director must include all other required State approvals, such as those that may be required from the State of New Jersey's Office of Management and Budget and NJOIT.

No additional work and/or special project may commence without the Director's written approval. In the event the Contractor proceeds with additional work and/or special projects without the Director's written approval, it shall be at the Contractor's sole risk. The State shall be under no obligation to pay for work performed without the Director's written approval.

5.17 MODIFICATIONS AND CHANGES TO THE STATE OF NJ STANDARD TERMS AND CONDITIONS

5.17.1 INDEMNIFICATION

Section 4.1 of the State of NJ Standard Terms and Conditions is supplemented with the following:

4.1 Indemnification

The Contractor's liability to the State for actual, direct damages resulting from the Contractor's performance or non-performance, or in any manner related to the contract, for any and all claims, shall be limited in the aggregate to 500% of the value of the contract, except that such limitation of liability shall not apply to the following:

1. The Contractor's obligation to indemnify the State of New Jersey and its employees from and against any claim, demand, loss, damage or expense relating to bodily injury or the death of any person or damage to real property or tangible personal property, incurred from the work or

materials supplied by the Contractor under the contract caused by negligence or willful misconduct of the Contractor;

2. The Contractor's breach of its obligations of confidentiality; and,

3. Contractor's liability with respect to copyright indemnification.

The Contractor's indemnification obligation is not limited by but is in addition to the insurance obligations contained in Section 4.2 of the State of NJ Standard Terms and Conditions.

The Contractor shall not be liable for special, consequential, or incidental damages.

5.18 CONTRACT ACTIVITY REPORT

Contractor(s) must provide, on a calendar quarter basis, to the assigned Division representative, a record of all purchases made under the contract resulting from this RFP. This reporting requirement includes sales to State using agencies, political sub-divisions thereof and, if permitted under the terms of the contract, sales to counties, municipalities, school districts, volunteer fire departments, first aid squads and rescue squads, independent institutions of higher education, state and county colleges and quasi-state agencies. Quasi-state agencies include any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member.

This information must be provided in a tabular format such that an analysis can be made to determine the following:

- Contractor's total sales volume to each purchaser under the contract, subtotaled by product, including, if applicable, catalog number and description, price list with appropriate page reference and/or contract discount applied.
- Total dollars paid to subcontractors.

Submission of purchase orders, confirmations, and/or invoices do not fulfill this contract requirement for information. Failure to report this mandated information may be a factor in future award decisions.

Contractors must submit the required information in Microsoft Excel format.

5.19 ELECTRONIC PAYMENTS

With the award of this contract, the successful vendor(s) will be required to receive their payment(s) electronically. In order to receive your payments via automatic deposit from the State of New Jersey, complete and return the "Credit Authorization Agreement for Automatic Deposits (ACH Credits)" Form with an **original voided check or bank letter**. The form must include ABA number (routing or transit number), bank account number and if the bank account is a checking or savings account. The form and instructions are located on the Office of Management & Budget's website at: <http://www.state.nj.us/treasury/omb/forms/index.shtml>. The completed form along with the required voided check or bank letter should be mailed or faxed to: Department of the Treasury, Office of Management and Budget, PO Box 221, 6TH Floor – Room 674, Trenton, N.J. 08625-0221; fax: (609)-984-5210. To assist in identifying payments, the State offers vendors access to the Vendor Payment Inquiry web application (VPI) which offers check stub information

online. Contact the State of New Jersey at AAIUNIT@treas.state.nj.us to request access to this application.

5.20 PROGRAM EFFICIENCY ASSESSMENT

The State Using Agencies shall be charged an assessment equal to one-quarter of one percent (0.25%) of the value of all transactions under this contract. This assessment is authorized by N.J.S.A. 52:27B-56 and N.J.A.C. 17:12-1.5, to maintain the State's procurement system at a level to meet industry standards of efficiency.

6.0 PROPOSAL EVALUATION

6.1 RIGHT TO WAIVE

The Director reserves the right to waive minor irregularities. The Director also reserves the right to waive a requirement provided that:

- (1) the requirement is not mandated by law;
- (2) all of the otherwise responsive proposals failed to meet the requirement; and
- (3) in the sole discretion of the Director, the failure to comply with the requirement does not materially affect the procurement or the State's interests associated with the procurement.

6.2 DIRECTOR'S RIGHT OF FINAL PROPOSAL ACCEPTANCE

The Director reserves the right to reject any or all proposals, or to award in whole or in part if deemed to be in the best interest of the State to do so. The Director shall have authority to award orders or contracts to the vendor or vendors best meeting all specifications and conditions in accordance with N.J.S.A. 52:34-12. Tie proposals will be awarded by the Director in accordance with N.J.A.C.17:12-2.10.

6.3 STATE'S RIGHT TO INSPECT BIDDER'S FACILITIES

The State reserves the right to inspect the Bidder's establishment before making an award, for the purposes of ascertaining whether the Bidder has the necessary facilities for performing the contract.

The State may also consult with clients of the Bidder during the evaluation of bids. Such consultation is intended to assist the State in making a contract award which is most advantageous to the State.

6.4 STATE'S RIGHT TO REQUEST FURTHER INFORMATION

The Director reserves the right to request all information which may assist him or her in making a contract award, including factors necessary to evaluate the Bidder's financial capabilities to perform the contract. Further, the Director reserves the right to request a Bidder to explain, in detail, how the proposal price was determined.

6.5 PROPOSAL EVALUATION COMMITTEE

Proposals may be evaluated by an Evaluation Committee composed of members of affected departments and agencies together with representative(s) from the Division. Representatives from other governmental agencies may also serve on the Evaluation Committee. On occasion, the Evaluation Committee may choose to make use of the expertise of outside consultant(s) in an advisory role.

6.6 ORAL PRESENTATION AND/OR CLARIFICATION OF PROPOSAL

After the submission of proposals, unless requested by the State as noted below, vendor contact with the State is still not permitted.

After the proposals are reviewed, one, some or all of the Bidders may be asked to clarify certain aspects of their proposals. A request for clarification may be made in order to resolve minor ambiguities, irregularities, informalities or clerical errors. Clarifications cannot correct any deficiencies or material omissions or revise or modify a proposal, except to the extent that correction of apparent clerical mistakes results in a modification.

The Bidder may be required to give an oral presentation to the State concerning its proposal.

Bidders may not attend the oral presentations of their competitors.

It is within the State's discretion whether to require the Bidder to give an oral presentation or require the Bidder to submit written responses to questions regarding its proposal. Action by the State in this regard should not be construed to imply acceptance or rejection of a proposal. The Division will be the sole point of contact regarding any request for an oral presentation or clarification.

6.7 EVALUATION CRITERIA

Each responsive proposal will receive a Technical Evaluation Score which will be the average of each voting members Technical Evaluation Score for the proposal. The following evaluation criteria categories, not necessarily listed in order of significance, will be used to evaluate bid proposals received in response to this RFP. The evaluation criteria categories may be used to develop more detailed evaluation criteria to be used in the evaluation process:

- a. Personnel: The qualifications and experience of the Bidder's management, supervisory, and key personnel assigned to the contract, including the candidates recommended for each of the positions/roles required.
- b. Experience of firm: The Bidder's documented experience in successfully completing contracts of a similar size and scope in relation to the work required by this RFP.
- c. Ability of firm to complete the Scope of Work based on its Technical Proposal: The overall ability of the Bidder to undertake and successfully complete the technical requirements of the contract in a timely manner.

6.7.1 BIDDER'S PRICE SCHEDULE

For evaluation purposes, Bidders will be ranked according to the total price located on the Price Sheet/Schedule accompanying this RFP.

For evaluation purposes, Bidders will be ranked according to the following formula:

Cost Proposal Score = predetermined points x (lowest cost proposal/evaluating cost proposal)

The proposal with the highest score will be ranked the highest.

The cost proposal ranked will be the lowest acceptable cost proposal between the original cost proposal and the Best and Final Offer proposal submitted by each Bidder.

6.7.2 TOTAL PROPOSAL SCORE

Each evaluated proposal will receive a Total Proposal Score based on the following formula: Technical Evaluation Score + Cost Proposal Score = Total Proposal Score. The Technical

Evaluation Score used will be the average of the combined Technical Evaluation Score (sum of each voting member technical evaluation score divided by the number of voting members).

The responsible Bidder receiving the highest Total Proposal Score will be recommended for contract award. In the event of a tie, the proposal with the highest technical score amongst the tied proposals will be recommended for contract award.

6.7.3 PROPOSAL DISCREPANCIES

In evaluating proposals, discrepancies between words and figures will be resolved in favor of words. Discrepancies between unit prices and totals of unit prices will be resolved in favor of unit prices. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated total of multiplied unit prices and units of work and the actual total will be resolved in favor of the actual total. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum of the column of figures.

6.7.4 EVALUATION OF THE PROPOSALS

After the Evaluation Committee completes its evaluation, it recommends to the Director for award the responsible Bidder(s) whose proposal, conforming to this RFP, is most advantageous to the State, price and other factors considered. The Evaluation Committee considers and assesses price, technical criteria, and other factors during the evaluation process and makes a recommendation to the Director. The Director may accept, reject or modify the recommendation of the Evaluation Committee. Whether or not there has been a negotiation process as outlined in Section 6.8 below, the Director reserves the right to negotiate price reductions with the selected Bidder.

6.8 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)

After evaluating proposals, the Division may enter into negotiations with one Bidder or multiple Bidders. The primary purpose of negotiations is to maximize the State's ability to obtain the best value based on the mandatory requirements, evaluation criteria, and cost. Multiple rounds of negotiations may be conducted with one Bidder or multiple Bidders. Negotiations will be structured by the Division to safeguard information and ensure that all Bidders are treated fairly.

Similarly, the Division may invite one Bidder or multiple Bidders to submit a best and final offer (BAFO). Said invitation will establish the time and place for submission of the BAFO. Any BAFO that is not equal to or lower in price than the pricing offered in the Bidder's original proposal will be rejected as non-responsive and the State will revert to consideration and evaluation of the Bidder's original pricing.

If required, after review of the BAFO(s), clarification may be sought from the Bidder(s). The Division may conduct more than one round of negotiation and/or BAFO in order to attain the best value for the State.

After evaluation of proposals and as applicable, negotiation(s) and/or BAFO(s), the Division will recommend, to the Director, the responsible Bidders whose proposals, conforming to the RFP, is/are most advantageous to the State, price and other factors considered. The Director may accept, reject or modify the recommendation of the Division. The Director may initiate additional negotiation or BAFO procedures with the selected Bidder(s).

Negotiations will be conducted only in those circumstances where they are deemed by the Division or Director to be in the State's best interests and to maximize the State's

ability to get the best value. Therefore, the Bidder is advised to submit its best technical and price proposal in response to this RFP since the State may, after evaluation, make a contract award based on the content of the initial submission, without further negotiation and/or BAFO with any Bidder.

All contacts, records of initial evaluations, any correspondence with Bidders related to any request for clarification, negotiation or BAFO, any revised technical and/or price proposals, the Evaluation Committee Report and the Award Recommendation, will remain confidential until a Notice of Intent to Award a contract is issued.

NOTE: If the Division contemplates negotiation, proposal prices will not be publicly read at the proposal submission opening. Only the name and address of each Bidder will be publicly announced at the proposal submission opening.

6.9 COMPLAINTS

A Bidder with a history of performance problems as demonstrated by formal complaints and/or contract cancellations for cause pursuant to Section 5.7.b of the State of NJ Standard Terms and Conditions accompanying this RFP may be bypassed for an award issued as a result of this RFP.

7.0 CONTRACT AWARD

7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD

7.1.1 REQUIREMENTS OF PUBLIC LAW 2005, CHAPTER 51, N.J.S.A. 19:44A-20.13 - N.J.S.A. 19:44A-20.25 (FORMERLY EXECUTIVE ORDER NO. 134) AND EXECUTIVE ORDER NO. 117 (2008)

- a) The State shall not enter into a contract to procure from any Business Entity services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions, to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor or Lieutenant Governor, to any State, county, municipal political party committee, or to any legislative leadership committee during certain specified time periods
- b) Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by either Chapter 51 or Executive Order No. 117 have been made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a "continuing political committee" within the means of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions, available for review on the Division's website at <http://www.state.nj.us/treasury/purchase/forms.shtml#eo134>, shall be provided to the intended awardee for completion and submission to the Division with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Division, in care of the Division Procurement Specialist, the Certification and Disclosure(s) within five (5) business days of the State's request. Failure to submit the required forms will preclude award of a contract under this RFP, as well as future contract opportunities.
- c) Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the contract, and any extension(s) thereof, at the time any such contribution is made. The required form and instructions, available for review on the Division's website at <http://www.state.nj.us/treasury/purchase/forms.shtml#eo134>, shall be provided to the intended awardee with the Notice of Intent to Award.

7.1.2 SOURCE DISCLOSURE REQUIREMENTS

Pursuant to N.J.S.A. 52:34-13.2, all contracts primarily for services awarded by the Director shall be performed within the United States, except when the Director certifies in writing a finding that a required service cannot be provided by a Contractor or subcontractor within the United States and the certification is approved by the State Treasurer. Also refer to Section 3.6 Service Performance Within U.S. of the State of NJ Standard Terms and Conditions.

Pursuant to the statutory requirements, the intended awardee of a contract primarily for services with the State of New Jersey must disclose the location by country where services under the contract, including subcontracted services, will be performed. The Source Disclosure Certification form accompanies the subject RFP. FAILURE TO SUBMIT SOURCING INFORMATION WHEN REQUESTED BY THE STATE SHALL PRECLUDE AWARD OF A CONTRACT TO THE BIDDER.

If any of the services cannot be performed within the United States, the Bidder shall state with specificity the reasons why the services cannot be so performed. The Director shall determine whether sufficient justification has been provided by the Bidder to form the basis of his or her

certification that the services cannot be performed in the United States and whether to seek the approval of the Treasurer.

7.1.2.1 BREACH OF CONTRACT

A SHIFT TO PROVISION OF SERVICES OUTSIDE THE UNITED STATES DURING THE TERM OF THE CONTRACT SHALL BE DEEMED A BREACH OF CONTRACT. If, during the term of the contract, the Contractor or subcontractor, who had on contract award declared that services would be performed in the United States, proceeds to shift the performance of any of the services outside the United States, the Contractor shall be deemed to be in breach of its contract. Such contract shall be subject to termination for cause pursuant to Section 5.7b.1 of the State of NJ Standard Terms and Conditions, unless such shift in performance was previously approved by the Director and the Treasurer.

7.1.3 AFFIRMATIVE ACTION

The intended awardee must submit a copy of a New Jersey Certificate of Employee Information Report, or a copy of Federal Letter of Approval verifying it is operating under a federally approved or sanctioned Affirmative Action program. Intended awardee(s) not in possession of either a New Jersey Certificate of Employee Information Report or a Federal Letter of Approval must complete the Affirmative Action Employee Information Report (AA-302) located on the web at http://www.nj.gov/treasury/purchase/forms/AA_%20Supplement.pdf.

7.1.4 BUSINESS REGISTRATION

In accordance with N.J.S.A. 52:32-44(b), a Bidder and its named subcontractors must have a valid Business Registration Certificate ("BRC") issued by the Department of Treasury, Division of Revenue prior to the award of a contract. (Refer to Section 4.4.2.1 of this RFP for further information.)

7.2 FINAL CONTRACT AWARD

Contract award shall be made with reasonable promptness by written notice to that responsible Bidder, whose proposal, conforming to this RFP, is most advantageous to the State, price, and other factors considered. Any or all proposals may be rejected when the State Treasurer or the Director determines that it is in the public interest to do so.

7.3 INSURANCE CERTIFICATES

The Contractor shall provide the State with current certificates of insurance for all coverages required by the terms of this contract, naming the State as an Additional Insured. Refer to Section 4.2 of the State of NJ Standard Terms and Conditions accompanying this RFP.

7.4 PERFORMANCE SECURITY

The successful Contractor shall furnish performance security in the amount noted on the RFP signatory page. See N.J.A.C. 17:12-2.5. Acceptable forms of performance security are as follows:

1. The Contractor shall be required to furnish an irrevocable security in the amount listed in the RFP payable to the Treasurer, State of New Jersey, binding the Contractor to provide faithful performance of the contract.
2. The performance security shall be in the form of a properly executed individual or annual performance bond issued by an insurance or security company authorized to do business in

the State of New Jersey, a certified or cashier's check to the order of the Treasurer, State of New Jersey, or an irrevocable letter of credit drawn naming the Treasurer, State of New Jersey as beneficiary issued by a federally insured financial institution.

The Performance Security must be submitted to the State within thirty (30) days of the effective date of the contract award and cover the period of the contract and any extensions thereof. Failure to submit performance security may result in cancellation of contract for cause pursuant to Section 5.7(b) (1) of the State of NJ Standard Terms and Conditions, and nonpayment for work performed.

Within thirty (30) days of the anniversary of the contract effective date, the Contractor shall provide proof to the Director that the performance bond in the required amount is in effect. Failure to provide such proof may result in the suspension of payment to the Contractor until such time as the Contractor complies with this requirement.

Although the performance bond is required for the full term of the contract, the Director recognizes that the industry practice of sureties is to issue a one year performance bond for goods and services contracts. Thus, the Contractor is required to submit a one year performance bond for the amount required under the contract and, on each succeeding anniversary date of the contract, provide a continuation or renewal certificate to evidence that the bond is in effect for the next year of the contract. This procedure will remain in place for each year of the contract thereafter until the termination of the contract. Failure to provide such proof on the anniversary date of the contract shall result in suspension of the contract, and possibly, termination of the contract.

For performance bonds based on a percentage of the total estimated contract price, the performance bond requirement is calculated as follows. For the first year of the contract, the performance bond percentage on the RFP signatory page is applied to the estimated total contract amount for the full term of the contract. On each anniversary of the effective date of the contract, the amount of the required performance bond, unless otherwise noted, is calculated by applying the established RFP performance bond percentage to the outstanding balance of the estimated amount of the contract price to be paid to the Contractor.

In the event that the contract price is increased by amendment to the contract, the Contractor may be required to provide, within thirty (30) days of the effective date of the amendment, performance bond coverage for the increase in contract price. The required increase in the performance bond amount is calculated by applying the established bond percentage set forth on the RFP signatory page to the increase in contract price. Failure to provide such proof to the Director of this required coverage may result in the suspension of payment to the Contractor until such time the Contractor complies with this requirement.

7.5 LIQUIDATED DAMAGES PROVISIONS

In the below liquidated damages sections the State and the Contractor agree that it would be difficult to determine actual damages which the DOC/JJC would sustain. The services to be provided under the Contract are not readily available on the open market; any breach by the Contractor will delay and disrupt DOC/JCC operations and will lead to damages. Therefore, the parties agree that the liquidated damages as specified in all the sections below are a reasonable estimate of the damages DOC/JJC will sustain from the Contractor's performance deficiencies set forth within this section and are not to be construed as a penalty.

In no case shall liquidated damages be measured in terms of potential lost revenue or potential lost net profit.

7.5.1 NOTIFICATION OF LIQUIDATED DAMAGES

Upon determination that liquidated damages are to or may be assessed, the Director shall notify the Contractor of the assessment in writing. The availability of any period of cure will depend on the situation and will be in the sole discretion of the Director.

Except and to the extent expressly provided herein, DOC/JJC shall be entitled to recover liquidated damages under each section identified below.

MAINTENANCE AND PROVISIONING RESPONSE TIME MATRIX

Failure to respond to the time table indicated in Section 3.2.2.2 would be considered to be non-compliant. If the Contractor is non-compliant with regard to an outage indicated above, the Contractor shall be liable to the State for the cost of additional salary and supplies incurred by the Department of Corrections directly related to events caused by the loss of inmate telephone service during normally scheduled inmate telephone operational hours as follows:

Outages exceeding required repair time by:

1 to 8 hours: \$100.00 per hour; and

Over 8 hours: \$800.00 for the first 8 hours plus \$500.00 per hour for each hour thereafter.

7.5.2 CONDITIONS FOR TERMINATION OF LIQUIDATED DAMAGES

The Contractor corrects the condition(s) for which liquidated damages were imposed; The Contractor notifies the Director in writing that the condition(s) has (have) been corrected. The Director has verified all corrections(s) after system testing or other verification.

7.5.3 WAIVERS OF LIQUIDATED DAMAGES

The waiver of any liquidated damages due DOC/JJC shall constitute a waiver only as to such assessment of liquidated damages and not a waiver of any future liquidated damage assessments. Failure to assess liquidated damages or to demand payment of liquidated damages within any period of time shall not constitute a waiver of such claim by DHSS.

7.5.4 PAYMENT OF LIQUIDATED DAMAGES

Liquidated damages assessed shall be paid by the Contractor by check within (2) calendar weeks that the damages are assessed. Payment shall be made to The State of New Jersey Department of the Treasury.

The Contractor shall not be required to pay liquidated damages for delays solely due to *force majeure*, or for time delays specifically due to or approved by DOC/JJC.

8.0 CONTRACT ADMINISTRATION

8.1 CONTRACT MANAGER

The State Contract Manager is the State employee responsible for the overall management and administration of the contract.

The State Contract Manager for this project will be identified at the time of execution of contract. At that time, the Contractor will be provided with the State Contract Manager's name, department, division, agency, address, telephone number, fax phone number, and e-mail address.

8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES

For an agency contract where only one State office uses the contract, the State Contract Manager will be responsible for engaging the Contractor, assuring that Purchase Orders are issued to the Contractor, directing the Contractor to perform the work of the contract, approving the deliverables and approving payment vouchers. The State Contract Manager is the person that the Contractor will contact **after the contract is executed** for answers to any questions and concerns about any aspect of the contract. The State Contract Manager is responsible for coordinating the use of the Contract and resolving minor disputes between the Contractor and any component part of the State Contract Manager's Department.

If the contract has multiple users, then the State Contract Manager shall be the central coordinator of the use of the contract for all Using Agencies, while other State employees engage and pay the Contractor. All persons and agencies that use the contract must notify and coordinate the use of the contract with the State Contract Manager.

8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER

Any contract user that is unable to resolve disputes with a Contractor shall refer those disputes to the State Contract Manager for resolution. Any questions related to performance of the work of the contract by contract users shall be directed to the State Contract Manager. The Contractor may contact the State Contract Manager if the Contractor cannot resolve a dispute with contract users.

9.0 Special Contract Requirements Relating to Work Funded under the American Recovery and Reinvestment Act of 2009 (ARRA)

Not applicable to this procurement.

**Inmate/Resident Telephone Control Service
14-X-22648**

Schedule A

BIDDER _____

3.1.3 ON Site System Equipment

Bidder to provide only new system and telephone equipment and retain ownership for all materials, supplies and equipment. Please attach the proposed Equipment List to this Schedule A and initial response where indicated.

	Response - Yes or No
New equipment only	
Lightning and surge protection to be provided	
Contractor retain ownership	

Failure to comply with the requirements may result in the proposal being deemed non-responsive.

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Schedule B

BIDDER _____

3.1.5 Non-recurring Charges

**Bidder to accept the terms of no charge for the following issues as set forth by the State.
Please initial response.**

	Response - Yes or No
Equipment additions, changes and/or deletions	
Maintenance on equipment, service and/or wiring	
Record keeping or report generation	
Service or system upgrades	
System software additions, changes and/or deletions	
System software information bubble forms or any other form	

Failure to comply with the requirements may result in the proposal being deemed non-responsive.

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Schedule C

BIDDER_____

3.2.5 Call Billing

Provide all charges to be applied to all inmate/resident collect and debit calls per 15 second intervals. No service charge or additional fees above the rate indicated in this Schedule C shall be billed to any party.

Collect Charge	Rate \$
Debit Charge	Rate \$

Failure to comply with the requirements may result in the proposal being deemed non-responsive.

**Inmate/Resident Telephone Control Service
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Schedule D

BIDDER _____

3.3 Inmate/Resident Telephone Control System

**Bidder to accept the terms of no charge to the State for the following issues.
Please initial response.**

	Response - Yes or No
Administer all software additions/changes	
Design software to accept all information provided	
Provide and administer PIN System	
Provide software compatible with existing PIN numbers previously assigned	
Provide software outgoing only-collect calls	
Provide 24 hour completion of all software requests as stated in the contract	
Provide shorter than 24 hour software completion interval if required	
Provide bubble forms for software input	
Provide scanners with toll free access to system software	
Provide daily reports of successful and failure transmittals	
Provide and maintain a debit call option	
Software additions/changes shall be scheduled to eliminate down time	

Failure to comply with the requirements may result in the proposal being deemed non-responsive.

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Schedule E

BIDDER _____

3.3.1 Authorized System Features

**Ability to provide Authorized System Features for each database.
Please initial response.**

	Response - Yes or No
All dialing instructions, warnings and messages in English and Spanish	
All telephones turned on and off at predetermined hours	
Announcement of call monitoring and/or recording with exceptions	
Announcement of no monitoring or recording of legal or Ombudsman	
Automated voice announcement to called party	
Call splitting of calling party from called party	
Caller ID info passed to called party after call splitting	
Capability to monitor and record all calls on each line	
Cutoff keys on all system telephone lines	
Interactive acceptance or denial of call	
Monitoring and recording Capability without detection	
On demand statewide blocked numbers	
Permit outgoing collect calls	
Prompts for dialing instructions	
Provide appropriate message	
Recording discs available for review and/or permanent storage	
Recording equipment to be compatible with existing system	
Security announcement instructing switch hook operation terminates call	
Service to interface with both touch tone and rotary service	
System must be DTMF dialing System must limit access to one call per connection	
Telephone switch hook operation indicates disconnect of call	
Ability to transcribe inmate phone calls to text	

Failure to comply with the requirements may result in the proposal being deemed non-responsive.

**Inmate/Resident Telephone Control Service
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Schedule F

BIDDER _____

3.3.2 System Controls and Restrictions

Please initial response.

	Response - Yes or No
Block call forwarding from originally called number	
Fifteen minute time limit on every call with warning tone	
No access to an operator	
No call waiting acceptance	
No collect calls accepted to inmates and/or residents	
No credit card calls	
No incoming calls	
No partial service during system failures	
No person to person calls	
No pulse dialing	
No third party billing of calls	
No third party conference calls	
No transfer of calls	
No two telephones can be connected to the same line at the same time	
Ten time call limit on any authorized number per day	
Time limit on total minutes per month	
Time of day restrictions on a called number	

Failure to comply with the requirements may result in the proposal being deemed non-responsive.

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Schedule G

BIDDER_____

3.3.3 Usage Studies

**Bidder to provide Usage Studies.
Please initial response.**

YES

Usage Study(s) Availability _____

List the type of reports available, their limitations
and duration from request to completion.

Reports and Retention	Response - Yes or No
Monthly reports available	
On demand reports available within thirty (30) minutes	
Retain records for the life of the contract	

Failure to comply with the requirements may result in the proposal being deemed non-responsive.

**Inmate/Resident Telephone Control Service
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Schedule H

BIDDER _____

3.4 Inmate/Resident Telephones

**Ability to meet the specifications for inmate/resident telephones.
Please initial response.**

	Response - Yes or No
All ringers must be disabled	
All telephones equipped with sealed calling instruction card	
All telephones hearing aid compatible	
All telephones line powered	
All telephones made with heavy gauge steel and no coin slots	
All telephones surfaced mounted	
One telephone in each group to meet handicap requirements	
Telephone dials made of heavy duty metal and water proof	
Telephone handset cords made of heavy duty stainless steel cable	
Telephone handsets made of heavy duty molded construction with no removable parts	
Provide analog trim line telephones with same feature and restrictions	
Provide telephone devices for the deaf with same features and restrictions	

Failure to comply with the requirements may result in the proposal being deemed non-responsive.

**Inmate/Resident Telephone Control Service
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Schedule I

BIDDER _____

3.5 Wiring

**Bidder to accept the Wiring terms as set forth by the State.
Please initial response.**

	Response - Yes or No
Contractor to be responsible for all new and existing wiring	
All cabling to be properly labeled at every terminating point	
Share communication cables and conduit facilities	
Install separate clearly labeled wiring blocks	
New cable to be install in conduit at the Contractors expense and meet all environmental, safety and security regulations	
New cable may be shared by other communications suppliers	

Failure to comply with the requirements may result in the proposal being deemed non-responsive.

**Inmate/Resident Telephone Control Service
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Schedule J

BIDDER_____

3.3.1.1 Voice Recognition Software

Provide the description and charges for the component parts to be applied to all inmate/resident collect and debit calls per 15 second interval for these charges for the implementation of voice recognition software over and above the standard rate quoted on Schedule C.

Per 15 second interval Charge Collect	Rate \$
Per 15 second interval Charge Debit	Rate \$

Failure to comply with the requirements may result in the proposal being deemed non-responsive.

**Inmate/Resident Telephone Control Service
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Schedule K

BIDDER_____

3.3.1.2 Text Analytics

Provide the description and charges for the component parts to be applied to all inmate/resident collect and debit calls per 15 second interval for these charges for the implementation of text analytics software over and above the standard rate quoted on Schedule C.

Per 15 second interval Charge collect	Rate \$
Per 15 second interval charge debit	Rate \$

Failure to comply with the requirements may result in the proposal being deemed non-responsive.