Solicitation OCIO 09-114490

Inmate / Ward Telephone System 2 (IWTS 2)

State of California

Bid OCIO 09-114490
Inmate / Ward Telephone System 2 (IWTS 2)

Bid Number	OCIO 09-114490
Bid Title	Inmate / Ward Telephone System 2 (IWTS 2)
Bid Start Date	Dec 1, 2009 2:59:41 PM PST
Bid End Date	Jun 22, 2010 5:00:00 PM PDT
Bid Contact	Scott Murray 916-376-1889 Scott.Murray@dgs.ca.gov
Pre-Bid Conference	Dec 15, 2009 1:00:00 PM PST Attendance is optional Location: OCIO Training Center / Auditorium 9323 Tech Center Drive, Suite 100 Sacramneto, CA 95826-2594
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Description

The purpose of this Invitation for Bid (IFB) is to solicit responsive, responsible bids for the telecommunications services identified herein as the Inmate/Ward Telephone System 2 (IWTS 2) that will lead to the award of the IWTS 2 Agreement (the “Agreement”).

This IFB establishes the minimum telecommunications system capabilities, services and provisioning requirements and selection criteria for the evaluation and selection of competitive offers from qualified telecommunications services firms.

IMPORTANT NOTICE TO ALL BIDDERS

Solicitation No. OCIO 08-114490

This solicitation/acquisition is being conducted under Public Contract Code § 12125, et seq., the Alternative Protest Process.

Submission of a bid constitutes consent of the bidder for participation in the Alternative Protest Process.

Any protests filed in relation to the proposed contract award shall be conducted under the procedures in this document for the Alternative Protest Process.

Any bidder wishing to protest the proposed award of this solicitation must submit a written Notice of Intent to Protest (facsimile acceptable) to the Coordinator before the close of business on the last day of the protest period, which will be established in the Notice of Intent to Award. Failure to submit a timely, written Notice of Intent to Protest waives the bidder's right to protest.

Alternative Protest Process Coordinator/Dispute Resolution
Department of General Services
Procurement Division
Purchasing Authority Management Section
707 Third Street, 2nd Floor South
West Sacramento, CA 95605
Voice: 916 / 375-4587
Fax: 916 / 375-4611

OFFICE OF THE STATE CHIEF INFORMATION OFFICER (OCIO)

INFORMATION FOR BID (IFB)

for

INMATE/WARD TELEPHONE SYSTEM 2 (IWTS 2)

IFB OCIO 09-114490

State of California
Department of General Services (DGS)
Procurement Division
707 Third Street, 2nd Floor
West Sacramento, CA 95605

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SECTION 1

INTRODUCTION AND OVERVIEW OF REQUIREMENTS

1.1 PURPOSE OF THIS INVITATION FOR BID

The purpose of this Invitation for Bid (IFB) is to solicit responsive, responsible bids for the telecommunication services identified herein as the Inmate/Ward Telephone System 2 (IWTS 2) that will lead to the award of the IWTS 2 Agreement (the "Agreement").

This IFB establishes the minimum telecommunication system capabilities, services and provisioning requirements and selection criteria for the evaluation and selection of competitive offers from qualified telecommunication services firms.

This Agreement will be executed per Government Code 11541(a), which states: *The department may acquire, install, equip, maintain, and operate new or existing business telecommunications systems and services. Acquisitions for information technology goods and services shall be made pursuant to Chapter 3 (commencing with Section 12100) of Part 2 of Division 2 of the Public Contract Code. To accomplish that purpose, it may enter into contracts, obtain licenses, acquire property, install necessary equipment and facilities, and do other acts that will provide adequate and efficient business telecommunications systems and services. Any system established shall be made available to all public agencies in the state on terms that may be agreed upon by the agency and the department.*

The telecommunication services specified herein will provide the California Department of Corrections and Rehabilitation (CDCR) facilities with collect and prepaid local, Intrastate (intraLATA and interLATA), Interstate, and International telecommunications services for inmates and wards. The IWTS 2 solution will also provide CDCR with effective investigative tools and a method of tracking and reporting phone usage.

All contracted services shall be provided by the successful Bidder at no cost to the State; however, revenue for all services will be realized through billing of called parties (End-Users) for IWTS 2 calls. This IFB establishes evaluation criteria that will be used to select the bidder which is most responsive to the requirements detailed herein. The State expects to award this IFB to a single contractor ("Contractor").

The primary goals of this procurement are to establish an IWTS 2 Agreement that provides:

1) Telephones and telephone services at reasonable rates for inmates and wards to maintain telephonic communication with their family and friends;

2) Functionally equivalent equipment solutions for inmates and wards with disabilities to use the IWTS 2 services;

3) Cost effective billing alternatives for family and friends for both collect and prepaid calling options;

4) Greater levels of performance related to investigative tools;

5) Superior levels of service, performance, maintenance and support by the Contractor to IWTS 2 users; and

6) Optimal utilization of State staff resources.

This procurement process will be conducted under California Public Contract Code Section 12100 et seq., the Acquisition of Electronic Data Processing and Telecommunications Goods and Services. The Department of General Services (DGS), Procurement Division (PD) will be responsible for conducting this procurement. If awarded, the Office of the State Chief Information Officer (OCIO), Office of Technology Services (OTech), Statewide Telecommunications and Network Division (STND) will provide a Contract Administrator to administer the Agreement, providing technical and contract management support to CDCR for inmate/ward telecommunications services. CDCR will provide an Operations Manager who will be the primary contact for day to day activities.

The State has established an annual fee requirement throughout the life of the Agreement. The Contractor shall pay an annual Contract Administration Fee, in the form of monthly installments, to the OCIO to manage and administer the Agreement as described in IFB Section 7.3.3.

1.2 SCOPE OF THE IFB AND BIDDER ADMONISHMENT

IF YOU OBTAINED A COPY OF THIS IFB WITHOUT REGISTERING WITH DGS VIA BIDSYNC, AND IF YOU WISH TO RECEIVE NOTIFICATION OF UPDATES (ADDENDUM) TO THE IFB AND RELATED CORRESPONDENCE, YOU MUST REGISTER WITH DGS AS STIPULATED IN IFB Section 1.5 Communications.

This IFB is addressed to potential Bidders. It contains instructions to Bidders governing the requirements for responding to the IFB, including:

1) The format in which bid information is to be submitted and the material to be included therein;

2) The requirements that must be met to be eligible for consideration;

3) A description of the evaluation and selection process; and

4) The Bidder's responsibilities before and after Agreement award.

This procurement will follow a phased approach designed to increase the likelihood that Bidders' Final Bids will be received without unintentional material disqualifying defects. The phased approach includes submission of a Draft Bid designed to:

1) Ensure that Bidders clearly understand the State's requirements before attempting to develop their final solutions;

2) Ensure that the State clearly understands what each Bidder intends to offer before their bids are finalized; and

3) Give the State and each Bidder the opportunity to discuss areas of their response which may cause the bid to be rejected as non responsive and give each Bidder the opportunity to modify their bid to correct such problems.

The Key Action Dates found in IFB Section 1.6 include the dates assigned to the following procurement phases that involve opportunities for Bidders to have dialogue or correspondence with the State:

1) Non-Mandatory Bidders' Conference

2) Bidders' Site Visits to CDCR Facilities

3) Submission of Questions to the State

4) Submission of Draft Bids

5) Confidential Discussions between the State and Bidders

6) Submission of Final Bids

7) Demonstration of Bidders' Solutions

It is very important that Bidders understand the importance of the details of each step described in Section 1, Introduction and Overview of Requirements, Section 2, Rules Governing Competition, Section 5, Administrative Requirements, Section 8, Bid Format and Section 9, Evaluation. If a Bidder expects to be afforded the benefits of the steps included in this IFB, the Bidder should take the responsibility to:

1) Carefully read the entire IFB;

2) Ask appropriate questions in writing and in a timely manner if clarification is necessary;

3) Submit all required responses, completed to the best of the Bidder's ability, by the required dates and times;

4) Make sure that all procedures and requirements of the IFB are accurately followed and appropriately addressed; and

5) Carefully reread the entire IFB before submitting draft and final bid(s).

This IFB is divided into ten (10) sections plus Appendices. A brief synopsis of these sections follows. This synopsis is for the convenience of the reader and is not intended to be all-inclusive. Bidders are admonished to carefully read the entire IFB.

Section 1, Introduction and Overview of Requirements

Provides a general overview of the IFB, Key Action Dates that Bidders must follow, and the DGS Department Official's contact information to submit official correspondence and bid documents.

Section 2, Rules Governing Competition

Establishes the rules under which the bids will be conducted, including: IFB and bidding requirements; bidding steps including the principal bid steps; confidentiality; submission, evaluation, rejection and award of Agreements; protests; and other information.

Section 3, Current Services

Describes the background of CDCR and the existing IWTS services, including information on the existing IWTS contract, mandates, equipment, facilities, call volumes, types of calls, and related information.

Section 4, Proposed Services

Provides a general narrative overview of the equipment and services that are envisioned as a result of this IFB, including the supporting services.

Section 5, Administrative Requirements

Lists specific administrative requirements that all Bidders must meet. These include: requirements for financial and bonding requirements; subcontractors and employment considerations; Disabled Veteran Business Enterprise (DVBE) participation; and other administrative requirements.

Section 6, Technical Requirements

Contains the detailed technical specifications that all IWTS 2 IFB Bidders must meet and provide responses.

Section 7, Cost

Describes how costs are to be submitted in response to the IFB.

Section 8, Bid Format

Describes how Bidders' bids must be organized, the number of copies required, and related information for bid submissions.

Section 9, Evaluation

Describes how bids will be evaluated and scored.

Section 10, Demonstration of Requirements

Provides information on how a Bidder's IFB response will be verified through a demonstration.

Appendices A, B and C, Agreements and Attachments to be Submitted in the Bid

The Appendices include the State of California's standard Agreement language, the Special Terms and Conditions, and a Glossary. Although Bidders are strongly advised that changes to the State's Agreement language are unlikely, this Section also describes the process by which Bidders may submit a request for minor changes to the Agreement language, and how they shall submit the final Agreements.

1.3 TERM OF CONTRACT

The Agreement awarded as a result of this IFB shall become effective upon approval by the Department of General Services for an initial term of five (5) years. The State may, at its sole discretion, authorize a maximum of three (3) one-year extensions of the service period. Therefore, Final Bids made in response to this IFB shall be binding offers to provide IWTS 2 services for up to a total possible eight (8) years.

1.4 DEPARTMENT OFFICIAL

1.4.1 DEPARTMENT OFFICIAL

The DGS IWTS 2 Department Official is the State's designated authorized representative regarding this procurement.

Bidders are directed to communicate with the Department Official at the address below to submit questions, deliver bids, and submit all other formal correspondence regarding this procurement:

Mr. Scott Murray
IT Acquisition Specialist
Department of General Services
Procurement Division
Technical Acquisitions Section
707 Third Street, 2nd Floor
West Sacramento, CA 95605-2811

Scott.Murray@dgs.ca.gov
Phone: 916 376-1889
Fax: 916 375-4505

Bidders are advised that all bids must be formatted, packaged, sealed, labeled, addressed and delivered per instructions in IFB Section 2, Rules Governing Competition and Section 8, Bid Format.

1.5 COMMUNICATIONS

The State of California uses an on-line communications medium known as BidSync to communicate with perspective bidders and suppliers. Information and ongoing communications for this IFB will be posted on the BidSync web site. Additional information regarding BidSync can be accessed at www.bidsync.com.

Only questions submitted in writing and answered in writing by the Department Official shall be binding and official. Written questions may be submitted by electronic mail (email) to the Department Official identified in Section 1.4.1. All written questions submitted by the due date as stated in Table 1-1, Key Action Dates; will be responded to en masse and answers issued via BidSync in the form of a Question and Answer set by the date specified in Table 1-1.

All hand deliveries, including carrier services, must be delivered to the Department Official at the address identified in Section 1.4.1during DGS business hours, Monday through Friday 8:00am – 5:00pm Pacific Standard Time, excluding State holidays and the first three (3) Fridays of each month.

1.6 KEY ACTION DATES

Table 1-1, Key Action Dates lists important dates and times by which actions must be taken or completed. If the State finds it necessary to change these dates or times, it will be accomplished via an addendum to this IFB with the exception of dates listed after the Submission of Final IFB Responses. Dates listed after the Submission of Final IFB Responses are estimated and may be adjusted without addendum to this IFB. All times listed are for the PST.

Table 1-1, Key Action Dates

ACTION	DATE
Release of IWTS 2 IFB	12/01/09
Bidders' Conference	12/15/2009 1:00 PM
Last Day to Submit: Letter of Intent to Bid Confidentiality Statement Request for Gate Clearance Digest of Laws Relating to Association with Inmates	12/17/2009
Site Visits to CDCR Facilities	01/12/2010 – 01/14/2010
Last Day to Submit Questions Prior to Draft Bids	01/26/2010
Last day to Protest the IFB Requirements*	03/09/2010
Submission of Draft Bids	03/17/2010 5:00 PM
Bidders' Draft Bids Confidential Discussions	04/28/2009 – 05/06/2009
Submission of Final Bids**	06/22/2010 5:00 PM
Bidder Demonstrations	08/04/2010 – 08/11/2010
IFB Public Cost Opening	08/16/2010
Notification of Intent to Award	09/13/2010
Last Day to Protest Selection *	09/14/2010
Agreement Award and Execution	11/01/2010

* See Section 2.5, Other Information.

** BIDDERS: REVIEW EXHIBIT 1-A, BIDDER'S FINAL BID CHECKLIST PRIOR TO SUBMITTING FINAL BID.

1.7 BIDDERS' CONFERENCE

Bidders' Conference will be held at the time and place indicated below. Attendance at the Bidders' Conference is optional, but highly recommended. During the Bidders' Conference the State will present an overview of this IWTS 2 bid opportunity, bidding requirements, and service requirements. Questions from the floor will be accepted and responses provided, as time allows. Responses provided orally are not binding and only questions submitted and responded to in writing shall be considered binding.

Bidders' Conference:

Date: December 15, 2009

Time: 1:00 PM – 4:00 PM, PST

Location: OCIO Training Center/Auditorium
9323 Tech Center Drive, Suite 100
Sacramento, CA 95826-2594

The conference room is wheelchair accessible and parking is available. Please contact the Department Official for any required accommodations.

1.8 INTENTION TO BID

Bidders that want to participate in the IFB steps must submit a notification of intention to bid on this procurement in accordance with Section 2.2.6, Bidder's Intention to Submit a Bid, to receive additional information. The letter must identify the contact person for the solicitation process, plus include an email address and a phone and fax number. See EXHIBIT 1-B**.** The State will notify only one (1) contact person per bidder. It shall be the Bidder's responsibility to immediately notify the Department Official identified in Section 1.4.1, in writing, regarding any changes to the bidders contact information. The State shall not be responsible for bid correspondence not received by the Bidder if the Bidder fails to notify the State, in writing, about any change pertaining to the designated contact person. The letter is to also identify the Bidder's intention related to contract language. See Appendix A for more instructions on submitting proposed contract language changes.

1.9 CONFIDENTIALITY

To preserve the integrity of the security and confidentiality measures integrated into the State's automated information systems, each Bidder is required to sign Exhibit 1-C, Confidentiality Statement, and submit it to the DGS Department Official identified in IFB Section 1.4.1 by the date specified in IFB Section 1.6, Key Action Dates.

1.10 SITE VISITS TO SELECTED CDCR FACILITIES

Bidders must properly complete and submit Exhibit 1-D, Request for Gate Clearance, and Exhibit 1-E, Digest of Laws Relating to Association with Inmates for each person who will participate in any site visits to CDCR facilities no later than the date specified in IFB Section 1.6, Key Action Dates. These documents should be submitted to the DGS Department Official identified in IFB Section 1.4.1 in a sealed envelope that is labeled “CDCR Site Visit Documents”. These documents will be used by CDCR to process and authorize gate clearance. Site visits to selected CDCR facilities are scheduled as indicated in Section 1.6. The purpose of the site visits is to view the locations of the IWTS related equipment which includes telephones, enclosures, cut-off switches, live monitoring equipment, investigative workstations, monitoring and recording equipment, and other related equipment. Each Bidder may send a maximum of two (2) personnel to each site visit. Bidders who do not pass the gate clearance process will not be allowed to participate in the site visits. The locations will be a sampling of adult/youth and old/new facilities. No cameras, cell phones or similar devices are allowed.

Site visits are scheduled over a three-day period at the following CDCR facilities:

DAY 1	DAY 2	DAY 3
Valley State Prison for Women 21633 Avenue 24 Chowchilla, CA 93610	Sierra Conservation Center 5100 O'Byrnes Ferry Road, Jamestown, CA 95327; and Baseline Conservation Camp 16809 New Peoria Flat Road Jamestown, CA 95327	O.H. Close Youth Correctional Facility 7650 Newcastle Road Stockton, CA 95213

1.11 SUBMISSION OF DRAFT BIDS

The Draft Bid step provides the State an opportunity to review the Bidder response and discuss areas of the Bidder response which may cause the bid to be rejected as non responsive and provides an opportunity for each Bidder to modify their bid to correct such problems.

1.12 CONFIDENTIAL BIDDER DISCUSSIONS

The Confidential Bidder Discussions provides an opportunity for the State and the Bidder to meet and review the Draft Bid, review comments, and clarify any remaining issues before Final Bids are submitted. The State will provide the Bidder with a written outline of issues to be discussed prior to the scheduled discussion. Verbal responses by either party are not binding. Only written communications are binding.

1.13 PUBLIC COST OPENING

The Public Cost Opening step provides an opportunity for the State to present the preliminary bid evaluation results including: pass/fail, bid scoring and the public opening of qualified cost bids. Bids that are determined to have material deviations will be considered non-responsive and will not have their sealed cost bids opened.

1.14 NOTICE OF INTENT TO AWARD

A Notice of Intent to Award for this solicitation will be sent to all participating Bidders and public posted at:

Department of General Services
Procurement Division
707 Third Street, 2nd Floor
West Sacramento, CA 95605

1.15 AMERICANS WITH DISABILITIES ACT (ADA)

To comply with the nondiscrimination requirements of ADA, it is the policy of the State to make every effort to ensure that its programs, activities and services are available to all persons, including persons with disabilities.

Persons with disabilities needing a reasonable modification to participate in the procurement process, or persons having questions regarding reasonable modifications of the procurement process may contact the Department Official identified in Section 1.4.1 or the State at the number listed below.

IMPORTANT: TO ENSURE THAT THE STATE CAN MEET YOUR NEEDS, IT IS BEST THAT WE RECEIVE YOUR REQUEST FOR REASONABLE MODIFICATION AT LEAST TEN (10) STATE WORKING DAYS BEFORE THE SCHEDULED EVENT OR DEADLINE DUE-DATE FOR PROCUREMENT DOCUMENTS.

The Procurement Division TTY telephone numbers are:

Sacramento Office: (916) 376-1891

For California Relay Service, dial 711.

EXHIBIT 1-A
BID SUBMISSION CHECKLIST

§ Does your final bid (submitted documentation) follow the format specified in Section 8 (Bid Format) in the IFB?

- ☐ Cover letter with original signature included. (Refer to Section 2.3.5.5).
- ☐ Labeled volumes as identified, and in the specified number of copies.
- ☐ No cost data provided in any volumes, except Volume 3.

§ Is the Agreement in your final bid and in the order specified below?

- ☐ Agreement (STD213) signed by an individual authorized to bind the firm.
- ☐ Do the costs entered on the cost sheets in Volume III of the final bid submittal correspond with those costs identified in Agreement attachment(s)?
- ☐ Have the calculations for the above costs been checked for accuracy?
- ☐ Letter of Intent to Bid (Submit per the Key Action Dates)..... EXHIBIT I-B
- ☐ Confidentiality Statement (Submit per the Key Action Dates) ..... EXHIBIT 1-C
- ☐ Request for Gate Clearance (Submit per the Key Action Dates)..... EXHIBIT 1-D
- ☐ Digest of Laws Relating to Association with Inmates (Submit per the Key Action Dates)..... EXHIBIT 1-E

- ☐ Administrative Requirements Response (*To be included in Volume 1*)..... SECTION 5
- ☐ Workers' Compensation Certification..... EXHIBIT 5-A
- ☐ Payee Data Record (STD 204)..... EXHIBIT 5-B
- ☐
- ☐ Bidder Declaration (GSPD-05-105) ..... EXHIBIT 5-C
- ☐ Contractor License Information..... EXHIBIT 5-D
- ☐ List of Proposed Subcontractors..... EXHIBIT 5-E
- ☐ Small Business Preference.....EXHIBIT 5-F
- ☐ Commercially Useful Function Certification ..... EXHIBIT 5-G
- ☐ Certification of Use Tax Collection for Sellers Permit..... EXHIBIT 5-H
- ☐ Non-Small Business Subcontract Preference (if applicable)
- ☐ Small Business Nonprofit Veteran Service Agency (SB/NVSA) (if applicable)
- ☐ Small Business Certification (if applicable)
- ☐ Target Area Agreement Preference Act (TACPA) (if applicable)
- ☐ Enterprise Zone Act (EZA) (if applicable)
- ☐ Local Agency Military Base Recovery Act (LAMBRA) (if applicable)

☐ Technical Requirements Response (*To be included in Volume 1*)..... SECTION 6
☐ Special Correctional Environment..... EXHIBIT 6-A
☐ Customer References..... EXHIBIT 6-B

☐ Standard Agreement (STD 213) Master And Five (5) Copies - **ORIGINAL SIGNATURES IN BLUE INK REQUIRED ON EACH COPY** (*To be included in Volume 2)*
☐ Detail Cost Worksheets 7-Bthrough 7-D (*To be included in Volume 3)*

BIDDERS:

THE OCIO MAKES NO WARRANTY THAT THE CHECKLIST IS A FULL AND COMPREHENSIVE LISTING OF EVERY REQUIREMENT SPECIFIED IN THE SOLICITATION. CHECKING OFF THE ITEMS ON THE CHECKLIST DOES NOT ESTABLISH YOUR FIRM'S INTENT NOR DOES IT CONSTITUTE RESPONSIVENESS TO THE REQUIREMENT(S). THE CHECKLIST IS ONLY A TOOL TO ASSIST PARTICIPATING BIDDERS IN COMPILING THEIR FINAL BID RESPONSE. THE BIDDERS ARE ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION. THE NEED TO VERIFY ALL DOCUMENTATION AND RESPONSES PRIOR TO THE SUBMISSION OF FINAL BIDS CANNOT BE OVER EMPHASIZED.

(Intentionally Blank)

EXHIBIT 1-B
LETTER OF INTENT TO BID

Scott Murray
IT Acquisition Specialist
Department of General Services
Procurement Division/Technical Acquisitions Branch
707 Third Street, 2nd Floor
West Sacramento, CA 95605-2811

Scott.murray@dgs.ca.gov

Reference: IFB OCIO 09-114490 IWTS 2

This is to notify you that it is our present intent to [submit/not submit] information in response to the above referenced IFB. The individual to whom all information regarding this IFB shall be transmitted is:

Name:			
Address:			
City, State, and ZIP Code:			
Telephone:		**FAX:**	
E-Mail:			

We: (select one)

____ Intend to submit a bid and have no problem with the IFB requirements.

____ Intend to submit a bid, but have one or more problems with the IFB requirements for reasons stated in this response.

____ Do not intend to submit a bid, for reasons stated in this response, and have no problem with the IFB requirements.

____ Do not intend to submit a bid because of one or more problems with the IFB requirements for reasons stated in this response.

Comment(s)/Explanation(s)

We are enclosing, as requested, the signed Confidentiality Statement **(Exhibit I-C)** and we concur with the proposed contract language as presented in the IFB.

Sincerely,

Name (Signature)	Name and Title	
Company	Telephone	FAX

(Intentionally Blank)

EXHIBIT 1-C
CONFIDENTIALITY STATEMENT

As an authorized representative and/or corporate officer of the company named below, I agree that all persons employed by this company or subcontracted by this company will adhere to the following policy:

All information belonging to the State or its affiliated agencies is considered sensitive and/or confidential and cannot be disclosed to any person or entity that is not directly approved to participate in the work required to execute this Agreement.

I certify that I will keep all project information, including information concerning the planning, processes, development or procedures of the Project, confidential and secure. I will not copy, give or otherwise disclose such information to any other person unless the Office of the State Chief Information Officer has on file a confidentiality agreement signed by the other persons, and the disclosure is authorized and necessary to the Project. I understand that the information to be kept confidential includes, but is not limited to, specifications, administrative requirements, and terms and conditions, and concepts and discussions as well as writing or electronic materials. I further understand that if I leave this project before it ends, I must still keep all project information confidential. I agree to follow any instructions provide by the Project relating to the Confidentiality Project information.

I fully understand that any unauthorized disclosure I make may be a basis for civil or criminal penalties and/or disciplinary action (for state employees). I agree to advise the contract manager immediately in the event of an unauthorized disclosure, inappropriate access, or loss of data.

All materials provided for this Project, except where explicitly stated will be promptly returned or destroyed, as instructed by an authorized OCIO representative. If the materials are destroyed and not returned, a letter attesting to their complete destruction which documents the destruction procedures must be sent to the contract monitor at the OCIO before payment can be made for services rendered. In addition, all copies or derivations, including any working or archival backups of the information, will be physically and/or electronically destroyed within five (5) calendar days immediately following either the end of the contract period or the final payment, as determined by the OCIO.

All personnel assigned to this project shall be provided a confidentiality and non-disclosure statement and will be expected to sign and return it to the representative listed below before beginning work on this project.

_____ _____
Representative Signature Date

PLEASE TYPE/PRINT:

Representative Name: _____

Representative Title: _____

Representative Phone: _____

Company Name: _____

Company Address: _____

(Intentionally Blank)

EXHIBIT 1-D
REQUEST FOR GATE CLEARANCE

State of California
DEPARTMENT OF CORRECTIONS AND REHABILITATION
P.O. Box 942883, Sacramento, CA 94283-0001

REQUEST FOR GATE CLEARANCE

CONFIDENTIAL
MUST BE DELIVERED TO THE DEPARTMENT OF GENERAL SERVICES
IN A SEALED ENVELOPE (SEE SECTION 1.10 FOR INSTRUCTIONS)

The Bidder by signing this form acknowledges that he/she is authorizing initiation of a security clearance by the California Department of Corrections and Rehabilitation (CDCR). The CDCR will acquire and evaluate a Criminal Identification and Investigation history for each prospective visitor, prior to being approved to enter a correctional facility. The Bidder will be accompanied by CDCR Telecommunications Section personnel as well as individuals from the California Department of General Services. Institutions will facilitate escorts pursuant to Department Operations Manual Section 13020.9.1 Visits by Other Departments/Agencies.

FULL NAME OF VISITING CONTRACTOR	DRIVERS LICENSE # & STATE ISSUED	DATE OF BIRTH (MM/DD/YYYY)	SOCIAL SECURITY NUMBER	NAME OF AGENCY/ COMPANY

I have read and understand that I am authorizing CDCR to acquire a Criminal identification and Investigation for the purpose of entering a correctional facility.

_____ _____
Signature Date

SPECIAL INSTRUCTIONS:

Institution Areas To Be Visited: Private Branch Exchange (PBX), Telecommunications Room, Investigative Services Unit, Inmate/Ward Housing Unit and Control Booth**.**

Purpose Of Visit: To view the locations where the Inmate/Ward Telephone System related equipment is installed which includes inmate/ward telephones, enclosures, live monitoring equipment, investigative workstations, monitoring and recording equipment, peripheral equipment, etc.

****

Escort: (to be completed by institution preparing gate clearance):

Name:_____

Facility: _____ Title: _____ Phone Ext._____

(Intentionally Blank)

EXHIBIT 1-E
DIGEST OF LAWS RELATING TO ASSOCIATION WITH INMATES

State of California
Department of Corrections and Rehabilitation
P.O. Box 942883, Sacramento, CA 94283-0001

Digest of Laws Related To Association With Inmates

By signing this Agreement, the Bidder/Contractor agrees that, if the provisions of the Agreement require the Contractor to enter an institution, the Bidder/Contractor and his/her employees shall be aware of and abide by the following rules:

Persons who are not departmental employees but are assigned to or engaged in work in any departmental facility shall observe all rules, regulations, and laws governing the conduct of employees. Failure to comply may lead to expulsion. [References: Penal Code (PC) Sections 5054 and 5058; California Code of Regulations (CCR), Title 15, Division 3, Sections 3285 and 3415.]

A warning sign is posted at the entrance to all public and business roadways onto the grounds of institutions, camps, and other departmental facilities where inmates or parolees are housed, indicating that by entering these grounds you consent to the search of your person, property, and vehicle. [References: CCR, Title 15, Div. 3, Sections 3173 and 3288.]

Refusal of visitors to submit to a search and inspection of their person, and property, and/or vehicles brought onto institution grounds may be cause for denial of visit. [References: PC Sections 2601, 5054, and 5058; CCR, Title 15, Div. 3, Sections 3173 and 3177.]

Persons normally permitted to enter a departmental facility or institution may be barred for cause by the Director, Warden, Superintendent, or Regional Administrator. [References: PC Sections 5054 and 5058; CCR, Title 15, Div. 3, Section 3176.]

It is a crime to falsify one's identity to gain admission to a facility. It is a crime for a person previously convicted of a felony in this state to enter the grounds of a facility without permission of the official in charge. [References: PC Sections 4570.5 and 4571; CCR, Title 15, Div. 3, Section 3173.]

It is a crime to enter institution property for unauthorized purposes. It is also a crime to refuse to leave when requested to do so by an official. [References: PC Section 602; CCR, Title 15, Div. 3, Section 3289.]

Abetting or assisting inmates to escape is a crime. It is also a crime to bring firearms, deadly weapons, explosives, or tear gas on facility grounds. It is a crime to give inmates firearms, weapons, explosives, alcoholic beverages, narcotics, including cocaine or marijuana, or any other drug. [References: PC Sections 2772, 2790, 4533, 4535, 4550, 4573, 4573.5, 4573.6, and 4574.]

EXHIBIT 1-E

DIGEST OF LAWS RELATING TO ASSOCIATION WITH INMATES (CONTINUED)

It is a crime to give or take letters from inmates without the authorization of the Warden. [References: PC Section 4570; CCR, Title 15, Div. 3, Section 3401.]

Giving gifts or presents to inmates is not permitted. [References: PC Section 2541; CCR, Title 15, Div. 3, Sections 3010 and 3399.]Receiving gifts from inmates is not permitted. [References: PC Sections 2540 and 2541; CCR, Title 15, Div. 3, Sections 3010, 3399, and 3424.]

In the event of an emergency situation that affects a significant portion of the inmate population at an institution, the visiting program and other program activities may be suspended during the period of emergency. [References: PC Section 2601; CCR, Title 15, Div. 3, Section 3383.]

Employees shall not permit the taking of hostages by inmates or others in an attempt to escape, or otherwise interfere with orderly institution operations. Hostages will not be recognized for bargaining purposes. All inmates, visitors and staff will be informed of this regulation. [References: PC Sections 5054 and 5058; CCR, Title 15, Div. 3, Section 3304.]

It is a crime for a person to make verbal or written statements concerning a discharged inmate to procure or deprive the inmate of employment for the purpose of extortion. [References: PC Section 2947.]

I have read and understand the implications of the above information.

_____ _____

Signature Date

(Intentionally Blank)

SECTION 2

RULES GOVERNING COMPETITION

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SECTION 2

RULES GOVERNING COMPETITION

2.1 IDENTIFICATION AND CLASSIFICATION OF IFB REQUIREMENTS

2.1.1 REQUIREMENTS

The State has established certain requirements with respect to bids to be submitted by prospective contractors. The use of "shall", "must," or "will" (except to indicate simple futurity)" in the IFB indicates a requirement or condition which is mandatory. A deviation, if not material, may be waived by the State. A deviation from a requirement is material if the deficient response is not in substantial accord with the IFB requirements, provides an advantage to one bidder over other bidders, or has a potentially significant effect on the delivery, quantity, or quality of items bid[1], amount paid to the supplier, or on the cost to the State. Material deviations cannot be waived.

2.1.2 DESIRABLE ITEMS

The words "should" or "may" in the IFB indicate desirable attributes or conditions, but are non-mandatory in nature. Deviation from or omission of such a desirable feature, even if material will not in itself cause rejection of the bid.

2.2 BIDDING REQUIREMENTS AND CONDITIONS

2.2.1 GENERAL

This IFB, the evaluation of responses, and the award of any resultant contract shall be made in conformance with current competitive bidding procedures as they relate to the procurement of goods and services by public bodies in the State of California. A bidder's Final Bid is an irrevocable offer for 90 days following the scheduled date for contract award specified in Section 1. A bidder may extend the offer in the event of a delay of contract award.

2.2.2 IFB DOCUMENTS

This IFB includes, in addition to an explanation of the State's needs which must be met, instructions which prescribe the format and content of bids to be submitted and the model(s) of the contract(s) to be executed between the State and the successful bidder(s).

[1] If this solicitation document is an IFB, the word "bid" as used throughout is intended to mean "proposed," "propose" or "proposal" as appropriate

If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in this IFB, the bidder shall immediately notify the Department Official identified in Section 1 of such error in writing and request clarification or modification of the document.

Modifications will be made by addenda issued pursuant to Paragraph 2.2.7, Addenda, below. Such clarifications shall be given by written notice to all parties who have identified themselves as bidders to the Department Official identified in Section 1.4.1, without divulging the source of the request for same. Insofar as practicable, the State will give such notices to other interested parties, but the State shall not be responsible therefore.

If the IFB contains an error known to the bidder, or an error that reasonably should have been known, the bidder shall bid at its own risk. If the bidder fails to notify the State of the error prior to the date fixed for submission of bids, and is awarded the contract, the bidder shall not be entitled to additional compensation or time by reason of the error or its later correction.

2.2.3 EXAMINATION OF THE WORK

The bidder should carefully examine the entire IFB and any addenda thereto, and all related materials and data referenced in the IFB or otherwise available to the bidder, and should become fully aware of the nature and location of the work, the quantities of the work, and the conditions to be encountered in performing the work. Specific conditions to be examined may be listed in the IFB section on ADMINISTRATIVE REQUIREMENTS and/or the section on TECHNICAL REQUIREMENTS.

2.2.4 QUESTIONS REGARDING THE IFB

Bidders requiring clarification of the intent or content of this IFB or on procedural matters regarding the competitive bid process may request clarification by submitting questions, in an email or envelope clearly marked “Questions Relating to IFB OCIO 08-114490" to the Department Official listed in Section 1. Also, bidders desiring a change to the IFB requirements or the model contract are to use this process. To ensure a response, questions must be received, in writing, by the scheduled date(s) given in Section 1. Question and Answer sets will be provided to all bidders without identifying the submitters. At the sole discretion of the State, questions may be paraphrased by the State for clarity.

A bidder who desires clarification or further information on the content of the IFB, but whose questions relate to the proprietary aspect of that bidder's proposal and which, if disclosed to other bidders, would expose that bidder's proposal, may submit such questions in the same manner as above, but also marked "CONFIDENTIAL," and not later than the scheduled date specified in Section 1 to ensure a response. The bidder must explain why any questions are sensitive in nature. If the State concurs that the disclosure of the question or answer would expose the proprietary nature of the proposal, the question will be answered and both the question and answer will be kept in confidence. If the State does not concur with the proprietary aspect of the question, the question will not be answered in this manner and the bidder will be so notified.

If the bidder believes that one or more of the IFB requirements is onerous, unfair, or imposes unnecessary constraints to the bidder in proposing less costly or alternate solutions, the bidder may request a change to the IFB by submitting, in writing, the recommended change(s) and the facts substantiating this belief and reasons for making the recommended change. Such request must be submitted to the Department Official by the date specified in Section 1 for submitting a request for change. **Oral answers shall not be binding on the State.**

2.2.5 BIDDERS' CONFERENCE

A Bidders' Conference may be held, during which suppliers will be afforded the opportunity to meet with State personnel and discuss the content of the IFB and the procurement process. Suppliers are encouraged to attend the Bidders' Conference. The time, date and place of such conference, if held, are included in the Key Action Dates specified in Section 1.6. Written questions received prior to the cutoff date for submission of such questions, as noted in Section 1 will be answered at the conference without divulging the source of the query.

The State may also accept oral questions during the conference and will make a reasonable attempt to provide answers prior to the conclusion of the conference. A transcript of the discussion, or those portions which contain the questions and appropriate answers, will normally be transmitted within approximately ten (10) working days to all suppliers who have submitted an intention to bid and those who have submitted a written request to receive the information. Written requests are to be submitted to the Department Official identified in Section 1.4.1 of the IFB. If questions asked at the conference cannot be adequately answered during the discussion, answers will be provided with the transcribed data. Oral answers shall not be binding on the State.

2.2.6 SUPPLIER'S INTENTION TO SUBMIT A BID

Suppliers who want to participate in the bidding process are asked to state their intention by the date specified in Section 1.6, KEY ACTION DATES, with respect to submission of bids. The State is also interested as to a supplier's reasons for not submitting a bid; as, for example, requirements that cannot be met or unusual terms and conditions which arbitrarily raise costs. Suppliers are asked to categorize their intent as follows:

a) Intends to submit a bid and has no problem with the IFB requirements.

b) Intends to submit a bid, but has one or more problems with the IFB requirements for reasons stated in this response.

c) Does not intend to submit a bid, for reasons stated in this response, and has no problem with the IFB requirements.

d) Does not intend to submit a bid because of one or more problems with the IFB requirements for reasons stated in this response.

If a supplier intends to submit a bid, the letter should include additional information identified in Section 1, INTENTION TO BID. If suppliers have indicated significant problems with the IFB requirements, the State will examine the stated reasons for the problems and will attempt to resolve any issues in contention, if not contrary to the State's interest, and will amend the IFB if appropriate. All suppliers who have submitted an intention will be advised by the State of any actions taken as a result of the suppliers' responses. If after such actions, a supplier determines that the requirements of the IFB unnecessarily restrict its ability to bid, the supplier must submit a protest to those IFB requirements or the State's action by the date specified in Section 1, Last Day to Protest the IFB Requirements, notwithstanding the fact that a supplier is allowed five (5) working days to protest any subsequent requirement changes made by addendum, according to the instructions contained in Paragraphs 2.2.7 and 2.5.1.

Hereafter, for the purposes of the instructions of this IFB, all suppliers who have indicated their intent to submit a Final Bid are called bidders until such time that the bidder withdraws or other facts indicate that the bidder has become nonparticipating. Should a bidder not participate in a bid step, the State reserves the right to drop them from the participating bidder list and they will not receive any further correspondence until they contact the Department Official to indicate that they would like further correspondence.

2.2.7 ADDENDA

The State may modify the IFB prior to the date fixed for Contract Award by issuance of an addendum to all bidders who are participating in the bidding process at the time the addendum is issued,. Addenda will be numbered consecutively. If any supplier determines that an addendum unnecessarily restricts its ability to bid, the supplier is allowed five (5) working days to submit a protest to the addendum according to the instructions contained in Paragraph 2.5.1 of this section.

2.2.8 PLASTIC TRASH BAG CERTIFICATION VIOLATIONS

Public Resources Code Section 42290 et seq. prohibits the State from contracting with any supplier, manufacturer, or wholesaler, and any of its divisions, subsidiaries, or successors that have been determined to be noncompliant to the recycled content plastic trash bag certification requirements. This includes award of a State contract or subcontract or renewal, extension, or modification of an existing contract or subcontract. Prior to award the State shall ascertain if the intended awardee or proposed subcontractor is a business identified on the current California Integrated Waste Management Board noncompliant list(s). In the event of any doubt of the status or identity of the business in violation, the State will notify the Board of the proposed award and afford the Board the opportunity to advise the State. No award will be made when either the bidder or a subcontractor has been identified either by published list or by advice from the Board, to be in violation of certification requirements.

2.2.9 BONDS

The State reserves the right to require a faithful performance bond or other security document as specified in the IFB from the supplier in an amount not to exceed the amount of the contract. In the event a surety bond is required by the State which has not been expressly required by the specification, the State will reimburse the supplier, as an addition to the purchase price, in an amount not exceeding the standard premium on such bond.

2.2.10 DISCOUNTS

In connection with any discount offered, except when provision is made for a testing period preceding acceptance by the State, time will be computed from date of delivery of the supplies or equipment as specified, or from date correct invoices are received in the office specified by the State if the latter date is later than the date of delivery. When provision is made for a testing period preceding acceptance by the State, date of delivery shall mean the date the supplies or equipment are accepted by the State during the specified testing period. Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing the State warrant or check.

Cash discounts offered by bidders for the prompt payment of invoices will not be considered in evaluating offers for award purposes; however, all offered discounts will be taken if the payment is made within the discount period, even though not considered in the evaluation of offers.

2.2.11 JOINT BIDS

A joint bid (two or more bidders quoting jointly on one bid) may be submitted and each participating bidder must sign the joint bid. If the contract is awarded to joint bidders, it shall be one indivisible contract. Each joint contractor will be jointly and severally responsible for the performance of the entire contract, and the joint bidders must designate, in writing, one individual having authority to represent them in all matters relating to the contract. The State assumes no responsibility or obligation for the division of orders or purchases among joint contractors.

2.2.12 AIR OR WATER POLLUTION VIOLATIONS

Unless the contract is less than $25,000 or with a non-competitively bid contractor, Government Code Section 4477 prohibits the State from contracting with a person, including a corporation or other business association, who has been determined to be in violation of any state or federal air or water pollution control law.

Prior to an award, the State shall ascertain if the intended awardee is a person included in notices from the Boards. In the event of any doubt of the intended awardees' identity or status as a person who is in violation of any state or federal air or water pollution law, the State will notify the appropriate Board of the proposed award and afford the Board the opportunity to advise the Department that the intended awardee is such a person.

No award will be made to a person who is identified either by the published notices or by advice, as a person in violation of state or federal air or water pollution control laws.

2.2.13 FAIR EMPLOYMENT AND HOUSING COMMISSION REGULATIONS

The California Government Code Section 12990 requires all State contractors to have implemented a Nondiscrimination Program before entering into any contract with the State. The Department of Fair Employment and Housing (DFEH) randomly selects and reviews State contractors to ensure their compliance with the law. DFEH periodically disseminates a list of suppliers who have not complied. Any supplier so identified is ineligible to enter into any State contract.

2.2.14 EXCLUSION FOR CONFLICT OF INTEREST

No consultant shall be paid out of State funds for developing recommendations on the acquisition of information technology (IT) products or services or assisting in the preparation of a feasibility study, if that consultant is to be a source of such acquisition or could otherwise directly and/or materially benefit from State adoption of such recommendations or the course of action recommended in the feasibility study. Further, no consultant shall be paid out of State funds for developing recommendations on the disposal of State surplus IT products, if that consultant would directly and/or materially benefit from State adoption of such recommendations.

2.2.15 SELLER'S PERMIT

This IFB is subject to all requirements set forth in Sections 6452, 6487, 7101 and 18510 of the Revenue and Taxation Code, and Section 10295 of the Public Contract Code, requiring suppliers to provide a copy of their retailer's seller's permit or certification of registration, and, if applicable, the permit or certification of all participating affiliates issued by the State of California's Board of Equalization. Unless otherwise specified in this IFB, a copy of the retailer's seller's permit or certification of registration, and, if applicable, the permit or certification of all participating affiliates must be submitted within five (5) State business days of the State's request. Failure of the supplier to comply by supplying the required documentation will cause the supplier's bid to be considered nonresponsive and the bid rejected.

2.2.16 DISCLOSURE OF FINANCIAL INTERESTS

Proposals in response to State procurements for assistance in preparation of feasibility studies or the development of recommendations for the acquisition of IT products and services must disclose any financial interests (i.e., service contract, Original Equipment Manufacturer (OEM) agreements, remarketing agreements, etc.) that may forseeably allow the individual or organization submitting to materially benefit from the State's adoption of a course of action recommended in the feasibility study or the acquisition recommendations. If, in the State's judgment, the financial interest will jeopardize the objectivity of the recommendations, the State may reject the proposal.

2.2.17 UNFAIR PRACTICES ACT AND OTHER LAWS

Bidder warrants that its bid complies with the Unfair Practices Act (Business and Professions Code Section 17000 et seq.) and all applicable State and Federal laws and regulations.

2.3 BIDDING STEPS

2.3.1 GENERAL

The procurement process to be used in this acquisition is composed of at least one phase of bid development. **REFER TO SECTION 1 TO DETERMINE WHICH PHASES AND STEPS ARE INCLUDED IN THIS IFB. REFERENCES IN THIS SECTION 2 TO STEPS NOT INCLUDED IN SECTION 1 ARE NOT APPLICABLE TO THIS IFB.** There is always a Final Phase, which may include a Draft Bid and revisions, and will always include a Final Bid. Prior to the Final Phase, there may be a Compliance Phase. The possible steps of the Compliance Phase are a Conceptual Proposal, Detailed Technical Proposal and revisions of either or both. A description of these phases and their steps follows.

The Final Bid is a mandatory step for all bidders; all other steps are optional. However, all bidders are strongly encouraged to follow the scheduled steps of this procurement to increase the chance of submitting a compliant Final Bid. **Cost submitted in any submission other than the Final Bid may preclude the bidder from continuing in the process.**

2.3.2 COMPLIANCE PHASE (NOT APPLICABLE)

The Compliance Phase is an iterative, conversational mode of contract development. It requires the State, working together in confidence with each bidder, to assess and discuss the viability and effectiveness of the bidder's proposed methods of meeting the State's needs as reflected in the IFB. It is a departure from the rigid "either accept or reject" philosophy of traditional competitive bidding, yet it is highly competitive in nature. It provides the flexibility needed for the bidder to test a solution prior to formal submittal of the Final Bid, and it facilitates the correction of defects before they become fatal to the bid. The steps may include the submission of a Conceptual Proposal and/or a Detailed Technical Proposal by the bidder, Confidential Discussions with the bidder's (s) and State correspondence pertaining to the correction of defects

2.3.2.1 Conceptual Proposal (Not Applicable)

The Conceptual Proposal may be included for the purpose of allowing each bidder to provide a general concept of a with just enough detail to enable the evaluators to determine if the bidder is on the right track toward meeting the functional requirements as stated in the IFB; and if not, where the bidder must change a concept. This step invites the bidder to be as innovative as the IFB requirements allow in eliminating unnecessary constraints.

2.3.2.2 Detailed Technical Proposal (Not Applicable)

The Detailed Technical Proposal may be included for the purpose of allowing each bidder to provide a detailed technical description of its technical solution to determine at an early stage whether it is responsive to all the requirements of the IFB, and if not, which elements are not responsive and what changes would be necessary and acceptable.

2.3.2.3 Evaluation of Proposals and Discussion Agenda (Not Applicable)

Upon receipt of the Conceptual and Detailed Technical Proposals, the evaluation team will review each in accordance with the evaluation methodology outlined in the IFB section on EVALUATION for the purpose of identifying areas in which the proposal is non-responsive to a requirement, is otherwise defective, or in which additional clarification is required in order that the State may fully understand the ramifications of an action proposed by the bidder. As a result of this evaluation, the evaluation team will prepare an agenda of items to be discussed with the bidder, and will normally transmit the agenda to the bidder at least two working days before the scheduled meeting. The agenda may also include, in addition to the identification of discovered defects, a discussion of the bidder's proposed supplier support, implementation plans, validation plans, demonstration plans and proposed contracts, as appropriate.

2.3.2.4 Confidential Discussion with Each Bidder (Not Applicable to Compliance Phase)

In accordance with the discussion agenda, the evaluation team will meet with each bidder for the purpose of discussing the Conceptual or Detailed Technical Proposals (as the case may be) in detail. The bidder may bring to the discussion those persons who may be required to answer questions or commit to changes. As the first order of business, the bidder may be asked to give a short overview presentation. To the maximum extent practical, the bidder will address the major concerns of the evaluation team, as expressed in the Discussion Agenda, and should be prepared to answer any questions that may arise as a result of the presentation. The participants will then proceed to discuss each of the agenda items.

The State will not make counter proposals to a bidder's proposed solution to the IFB requirements. The State will only identify its concerns, ask for clarification, and express its reservations if a particular requirement of the IFB is not, in the opinion of the State, appropriately satisfied. The primary purpose of this discussion is to ensure that the bidder's Final Bid will be responsive.

If any contractual items have a bearing on, or are affected by, the content of the proposal, such matters may be discussed in an effort to reach agreement. (As a concurrent activity when identified in KEY ACTION DATE steps in Section I, the bidder and the State may have been working together to negotiate the proposed contract(s) which will become operative if the bidder's Final Bid is accepted by the State. Further discussion of the contractual aspect of this procurement is contained in Section 2.4, CONTRACTUAL INFORMATION.)

Note: In lieu of, or in addition to these Confidential Discussions, Confidential Discussions may be included in the Final Phase. Confidential Discussions will be identified in Section 1.6, KEY ACTION DATES.

2.3.2.5 Discussion Memorandum (Not Applicable)

Throughout the Confidential Discussion a written record will be kept of all items discussed, their resolution, and any changes the bidder intends to make and the State's acceptance of such changes. If the bidder's response, with the agreed-to changes, is acceptable to the State, such acceptance shall be noted. If agreement has not been reached on all matters during the initial discussion, such will be noted with a specific plan for resolution before the next step. These resolutions and agreements will be prepared in final form as a Discussion Memorandum (which will be the official State documentation of the discussion), and will be mailed to the bidder normally within two work days of the discussion. If the discussion is not completed in one meeting and is continued in subsequent meetings, the Discussion Memoranda will follow the meeting at which the discussion is concluded. If a bidder discovers any discrepancy, omission, or other error in the memorandum, the bidder shall immediately notify the Department Official in Section 1 of such error in writing and request clarification or correction. Oral statements made by either party shall not obligate either party.

2.3.2.6 Rejection of Bidder's Proposal (Not Applicable)

If, after full discussion with a bidder, the State is of the opinion that the bidder's (Conceptual or Detailed Technical, as the case may be) cannot be restructured or changed in a reasonable time to satisfy the needs of the State, and that further discussion would not likely result in an acceptable proposal in a reasonable time, the bidder will be given written notice that the bid has been rejected and that a Final Bid submitted along such lines would be non-responsive.

2.3.2.7 Submission of Amended (Not Applicable)

If, at the conclusion of the Confidential Discussion, the State determines that required and agreed-to changes can only be fully confirmed through the submission of an amended (Conceptual or Detailed Technical Proposal, as the case may be), the State may require the submission of an addendum consisting only of those pages which were in doubt or a complete resubmittal. Similarly, if the bidder wishes confirmation that the changes the bidder intends to make, in accordance with the Discussion Memorandum, are acceptable to the State, the bidder may request and receive permission, if the time permits, to submit such addendum within a reasonable time after the conclusion of the Confidential Discussion. In either event, the State will advise the bidder as to the acceptability of the amended, or may schedule another discussion period, if in the State's opinion, such a discussion is desirable.

2.3.3 FINAL PHASE

The purpose of the Final Phase is to obtain bids that are responsive in every respect. This phase may include a Draft Bid and will always include a Final Bid, as described below:

2.3.3.1 Draft Bid

The purpose of the Draft Bid is to provide the State with an "almost final" bid in order to identify any faulty aspect of the bid which, if not corrected, could cause the Final Bid to be rejected.

The Draft Bid should correspond to submittals and agreements of the Compliance Phase, if required, and should be complete in every respect as required by the IFB section on PROPOSAL AND BID FORMAT, except cost. **The inclusion of cost information in the Draft Bid may be a basis for rejecting the bid and notifying the bidder that further participation in the procurement is prohibited.**

REVIEW OF THE DRAFT BID BY THE STATE MAY INCLUDE CONFIDENTIAL DISCUSSIONS WITH INDIVIDUAL BIDDERS AND WILL PROVIDE FEEDBACK TO THE BIDDER PRIOR TO SUBMITTAL OF THE FINAL PROPOSAL. IF NO SUCH DISCUSSION STEP IS INCLUDED IN THE KEY ACTION DATES THEN THE REVIEW OF THE DRAFT BID DOES NOT INCLUDE ANY VERBAL DISCUSSION OF THE BID'S RESPONSIVENESS TO THE TECHNICAL REQUIREMENTS OF THE IFB. Regardless of the inclusion of a confidential discussion, the State will notify the bidder of any defects it has detected in the Draft Bid, or of the fact that it did not detect any such defects. Such notification is intended to minimize the risk that the Final Bid will be deemed defective; however, THE STATE WILL NOT PROVIDE ANY WARRANTY THAT ALL DEFECTS HAVE BEEN DETECTED AND THAT SUCH NOTIFICATION WILL NOT PRECLUDE REJECTION OF THE FINAL BID IF SUCH DEFECTS ARE LATER FOUND.

If the State finds it necessary, the State may call for revised Draft Bid submittals, or portions thereof. The bidder will be notified of defects discovered in these submittals as well. Again, THE STATE WILL NOT PROVIDE ANY WARRANTY THAT ALL DEFECTS HAVE BEEN DETECTED AND THAT SUCH NOTIFICATION WILL NOT PRECLUDE REJECTION OF THE FINAL BID IF SUCH DEFECTS ARE LATER FOUND.

2.3.3.2 Final Bid

The Final Bid must be complete, including all cost information, required signatures, contract language changes agreed to in writing and corrections to those defects noted by the State in its review of the Draft Bid. If required in the IFB section PROPOSAL AND BID FORMAT, cost data (as identified in the above referenced section) must be submitted under separate, sealed cover. CHANGES THAT APPEAR IN THE FINAL BID, OTHER THAN CORRECTION OF DEFECTS, INCREASE THE RISK THAT THE FINAL BID MAY BE FOUND DEFECTIVE.

2.3.4 CONFIDENTIALITY

FINAL BIDS ARE PUBLIC UPON OPENING; HOWEVER, THE CONTENTS OF ALL PROPOSALS, DRAFT BIDS, CORRESPONDENCE, AGENDA, MEMORANDA, WORKING PAPERS, OR ANY OTHER MEDIUM WHICH DISCLOSES ANY ASPECT OF A BIDDER'S PROPOSAL SHALL BE HELD IN THE STRICTEST CONFIDENCE UNTIL NOTICE OF INTENT TO AWARD. BIDDERS SHOULD BE AWARE THAT MARKING A DOCUMENT "CONFIDENTIAL" OR "PROPRIETARY" IN A FINAL BID MAY EXCLUDE IT FROM CONSIDERATION FOR AWARD AND WILL NOT KEEP THAT DOCUMENT FROM BEING RELEASED AFTER NOTICE OF INTENT TO AWARD AS PART OF THE PUBLIC RECORD, UNLESS A COURT HAS ORDERED THE STATE NOT TO RELEASE THE DOCUMENT. THE CONTENT OF ALL WORKING PAPERS AND DISCUSSIONS RELATING TO THE BIDDER'S PROPOSAL SHALL BE HELD IN CONFIDENCE INDEFINITELY UNLESS THE PUBLIC INTEREST IS BEST SERVED BY AN ITEM'S DISCLOSURE BECAUSE OF ITS DIRECT PERTINENCE TO A DECISION, AGREEMENT OR THE EVALUATION OF THE BID. ANY DISCLOSURE OF CONFIDENTIAL INFORMATION BY THE BIDDER IS A BASIS FOR REJECTING THE BIDDER'S PROPOSAL AND RULING THE BIDDER INELIGIBLE TO FURTHER PARTICIPATE. ANY DISCLOSURE OF CONFIDENTIAL INFORMATION BY A STATE EMPLOYEE IS A BASIS FOR DISCIPLINARY ACTION, INCLUDING DISMISSAL FROM STATE EMPLOYMENT, AS PROVIDED BY GOVERNMENT CODE SECTION 19570 ET SEQ. TOTAL CONFIDENTIALITY IS PARAMOUNT; IT CANNOT BE OVER EMPHASIZED.

2.3.5 SUBMISSION OF PROPOSALS AND BIDS

The instructions contained herein apply to the Final Bid. They also apply to the Conceptual, Detailed Technical, and Draft Bid, except as noted.

2.3.5.1 Preparation

Proposals and bids are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this IFB. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. EMPHASIS SHOULD BE CONCENTRATED ON CONFORMANCE TO THE IFB INSTRUCTIONS, RESPONSIVENESS TO THE IFB REQUIREMENTS, AND ON COMPLETENESS AND CLARITY OF CONTENT.

As stated above, the State's evaluation of Conceptual and Detailed Technical Proposal is preliminary, and the review of Draft Bids is cursory. Therefore, bidders are cautioned to not rely on the State, during these evaluations and reviews, to discover and report to the bidders all defects and errors in the submitted documents. Before submitting each document, the bidder should carefully proof it for errors and adherence to the IFB requirements.

2.3.5.2 Bidder's Cost

Costs for developing proposals and bids are the responsibility entirely of the bidder and shall not be chargeable to the State.

2.3.5.3 Completion of Proposals and Bids

Proposals and bids must be complete in all respects as required by the IFB section on PROPOSAL AND BID FORMAT. A Final Bid may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. A Final Bid must be rejected if any such defect or irregularity constitutes a material deviation from the IFB requirements. The Final Bid must contain all costs required by the IFB sections on COST and PROPOSAL AND BID FORMAT, setting forth a unit price and total price for each unit price item, and a total price for each lump sum price item in the schedule, all in clearly legible figures. If required in the IFB section PROPOSAL AND BID FORMAT, cost data (as identified in the above referenced section) must be submitted under separate, sealed cover. Draft Bids must contain all information required in the Final Bid except cost. Exhibit 2-A at the end of this Section 2 entitled COMPETITIVE BIDDING AND BID RESPONSIVENESS emphasizes the requirements of competitive bidding and contains examples of common causes for rejection of bids. Bidders are encouraged to review this exhibit.

2.3.5.4 False or Misleading Statements

Bids which contain false or misleading statements or which provide references which do not support an attribute or condition claimed by the bidder may be rejected. If, in the opinion of the State, such information was intended to mislead the State in its evaluation of the bid, and the attribute, condition, or capability is a requirement of this IFB, it will be the basis for rejection of the bid.

2.3.5.5 Signature of Bid

A cover letter (which shall be considered an integral part of the Final Bid) and Standard Agreement Form 213 (if directed in Appendix A, AGREEMENTS TO BE SUBMITTED IN THE PROPOSAL), or a Bid Form shall be signed by an individual who is authorized to bind the bidding firm contractually. The signature block must indicate the title or position that the individual holds in the firm. An unsigned Final Bid shall be rejected.

The Draft Bid should also contain the cover letter and Form 213, or Bid Form, similarly prepared, including the title of the person who will sign, but need not contain the signature. The Conceptual and Detailed Technical Proposals need not contain the cover letter and Form 213, or Bid Form.

2.3.5.6 Delivery of Proposals and Bids

Mail or deliver proposals and bids to the Department Official listed in Section 1. If mailed, it is suggested that you use certified or registered mail with return receipt requested as delivery of documents is at the bidder's own risk of untimely delivery, lost mail, etc.

Proposals and bids must be received in the number of copies stated in the IFB section on PROPOSAL AND BID FORMAT and not later than the dates and times specified in Section I. One copy must be clearly marked "Master Copy." All copies of proposals and bids must be under sealed cover which is to be plainly marked "CONCEPTUAL PROPOSAL," "DETAILED TECHNICAL PROPOSAL," "DRAFT PROPOSAL," or "FINAL PROPOSAL" for "IFB OCIO 08-114490.". Also, the sealed cover (envelope) of all submittals, except the Final Proposal, should be clearly marked "CONFIDENTIAL," and shall state the scheduled date and time for submission. Bidders should be aware that marking the Final Bid "confidential" or "proprietary" may exclude it from consideration for award. A Final Proposal not received by the date and time specified in Section 1, or not sealed, will be rejected. **If required in the IFB section PROPOSAL AND BID FORMAT, all cost data (as identified in the above referenced section) must be submitted under separate, sealed cover and clearly marked "COST DATA." If cost data is required to be submitted separately sealed, and is not submitted in this manner, the bid will be rejected.** Proposals and bids submitted under improperly marked covers may be rejected. If discrepancies are found between two or more copies of the proposal or bid, the proposal or bid may be rejected. However, if not so rejected, the Master Copy will provide the basis for resolving such discrepancies. If one copy of the Final Bid is not clearly marked "Master Copy," the State may reject the bid; however, the State may at its sole option select, immediately after bid opening, select one copy to be used as the Master Copy.

2.3.5.7 Withdrawal and Resubmission/Modification of Proposals and Bids

A bidder may withdraw its Conceptual Proposal, Detailed Technical Proposal or Draft Proposal at any time by written notification. A bidder may withdraw its Final Bid at any time prior to the Final Proposal submission date and time specified in Section 1 by submitting a written notification of withdrawal signed by the bidder authorized in accordance with Paragraph 2.3.5.5, Signature of Bid. The bidder may thereafter submit a new or modified bid prior to such bid submission date and time. Modification offered in any other manner, oral or written, will not be considered. Other than as allowed by law, Final Bids cannot be changed or withdrawn after the date and time designated for receipt, except as provided in Paragraph 2.3.7.4 of this section.

2.3.6 REJECTION OF BIDS

The State may reject any or all bids and may waive any immaterial deviation or defect in a bid. The State's waiver of any immaterial deviation or defect shall in no way modify the IFB documents or excuse the bidder from full compliance with the IFB specifications if awarded the contract.

2.3.7 EVALUATION AND SELECTION PROCESS

2.3.7.1 General

Proposals and bids will be evaluated according to the procedures contained in the IFB section on EVALUATION. Special instructions and procedures apply to Conceptual, Detailed Technical, and Draft Proposals.

2.3.7.2 Evaluation Questions

During the evaluation and selection process, the State may desire the presence of a bidder's representative for answering specific questions, orally and/or in writing. During the evaluation of Final Bids, the State may ask the bidder to clarify their submitted information but will not allow the bidder to change their bid.

2.3.7.3 Demonstration

This procurement may require a demonstration of the bidder's response to specific requirements (including benchmark requirements) before final selection in order to verify the claims made in the bid, corroborate the evaluation of the bid, and confirm that the hardware and software are actually in operation; in which case prior notice will be given. The bidder must make all arrangements for demonstration facilities at no cost to the State. The location of the demonstration will be determined by the bidder; however, its performance within California is preferred and will be attended at the State's expense. Demonstrations outside California will be attended only if approved by the State and the bidder agrees to reimburse the State for travel and per diem expenses. The State reserves the right to determine whether or not a demonstration has been successfully passed. See Section on DEMONSTRATION for additional information.

2.3.7.4 Errors in the Final Bid

An error in the Final Bid may cause the rejection of that bid; however, the State may at its sole option retain the bid and make certain corrections.

In determining if a correction will be made, the State will consider the conformance of the bid to the format and content required by the IFB, and any unusual complexity of the format and content required by the IFB.

1) If the bidder's intent is clearly established based on review of the complete Final Bid submittal, the State may at its sole option correct an error based on that established intent.

2) The State may at its sole option correct obvious clerical errors.

3) The State may at its sole option correct discrepancy and arithmetic errors on the basis that if intent is not clearly established by the complete bid submittal the Master Copy shall have priority over additional copies, the bid narrative shall have priority over the contract, the contract shall have priority over the cost sheets, and within each of these, the lowest level of detail will prevail. If necessary, the extensions and summary will be recomputed accordingly, even if the lowest level of detail is obviously misstated. The total price of unit-price items will be the product of the unit price and the quantity of the item. If the unit price is ambiguous, unintelligible, uncertain for any cause, or is omitted, it shall be the amount obtained by dividing the total price by the quantity of the item.

4) The State may at its sole option correct errors of omission, and in the following four situations, the State will take the indicated actions if the bidder's intent is not clearly established by the complete bid submittal.

   a) If an item is described in the narrative and omitted from the contract and cost data provided in the bid for evaluation purposes, it will be interpreted to mean that the item will be provided by the bidder at no cost.

   b) If a minor item is not mentioned at all in the Final Bid and is essential to satisfactory performance, the bid will be interpreted to mean that the item will be provided at no cost.

   c) If a major item is not mentioned at all in the Final Bid, the bid will be interpreted to mean that the bidder does not intend to supply that item.

   d) If a major item is omitted, and the omission is not discovered until after contract award, the bidder shall be required to supply that item at no cost.

   The determination of whether an item is minor or major is the responsibility of the State.

5) If a bidder does not follow the instructions for computing costs not related to the contract (e.g., State personnel costs), the State may reject the bid, or at its sole option, recompute such costs based on instructions contained in the IFB.

If the recomputations or interpretations, as applied in accordance with this section, result in significant changes in the amount of money to be paid to the bidder (if awarded the contract) or in a requirement of the bidder to supply a major item at no cost, the bidder will be given the opportunity to promptly establish the grounds legally justifying relief from its bid.

IT IS ABSOLUTELY ESSENTIAL THAT BIDDERS CAREFULLY REVIEW THE COST ELEMENTS IN THEIR FINAL BID, SINCE THEY WILL NOT HAVE THE OPTION TO CORRECT ERRORS AFTER THE TIME FOR SUBMITTAL.

6) In the event an ambiguity or discrepancy between the general requirements described in Section 4 (Proposed System) and the specific technical requirements set forth in Section 6 (Technical Requirements) is detected after the opening of bids, Section 6, and the bidder's response thereto, shall have priority over Section 4 and the bidder's response thereto. Refer to Paragraph 2.2.2 regarding immediate notification to State contact when ambiguities, discrepancies, omissions, etcetera are discovered.

   At the State's sole discretion it may declare the Final Bid to be a Draft Bid in the event that the State determines that Final Bids from all bidders contain material deviations. Bidders may not protest the State's determination that all bids have material deviations. If all bids are declared noncompliant, the State may issue an addendum to the IFB. Should this occur, confidential discussions will be held with bidders who are interested in continuing to be considered. Each bidder will be notified of the due date for the submission of a new Final Bid to the State. This submission must conform to the requirements of the original IFB as amended by any subsequent addenda. The new Final Bids will be evaluated as required by Section 9, Evaluation.

2.3.8 AWARD OF CONTRACT

Award of contract, if made, will be in accordance with the IFB section on EVALUATION to a responsible bidder whose Final Proposal complies with all the requirements of the IFB documents and any addenda thereto, except for such immaterial defects as may be waived by the State. Award, if made, will be made within one hundred eighty (180) days after the scheduled date for Contract Award specified in Section 1; however, a bidder may extend the offer beyond 180 days in the event of a delay of contract award.

The State reserves the right to determine the successful bidder(s) either on the basis of individual items or on the basis of all items included in its IFB, unless otherwise expressly provided in the State's IFB.

Unless the bidder specifies otherwise in its bid, the State may accept any item or group of items of any bid. The State reserves the right to modify or cancel in whole or in part its IFB.

Written notification of the State's intent to award will be made to all bidders submitting a Final Bid. If a bidder, having submitted a Final Bid, can show that its bid, instead of the bid selected by the State, should be selected for contract award according to the rules of Paragraph 2.3.7, the bidder is required to submit a Notice of Intent to Protest and a Detailed Written Statement of Protest in accordance with the instructions contained in Paragraph 2.5.2 of this section.

2.3.9 DEBRIEFING

A debriefing may be held after contract award at the request of any bidder for the purpose of receiving specific information concerning the evaluation. The discussion will be based primarily on the technical and cost evaluations of the bidder's Final Bid. A debriefing is not the forum to challenge the IFB specifications or requirements.

2.4 CONTRACTUAL INFORMATION

2.4.1 CONTRACT FORM

The State has model contract forms to be used by State agencies when contracting for information technology (IT) goods and services. The model contract(s) appropriate for the specific requirements of this IFB are included in the IFB.

2.4.2 SPECIFIC TERMS AND CONDITIONS (SEE APPENDIX A FOR CONTRACT INSTRUCTIONS THAT SUPERSEDE THIS PARAGRAPH.)

In traditional competitive bidding, the contract to be awarded is included in the solicitation document in its final form, and any alteration by a bidder will result in rejection of its bid. The State recognizes, however, that the various suppliers of IT goods and services have developed pricing structures and procedures that differ from each other, and that, if the State were to specify the exact language of the contract to be executed, it could result in firms being unwilling to do business with the State of California because of contract statements which are incompatible with their business methods. In recognition of the above, the form of the contract(s) contained in the attached Appendices permit, where appropriate, the substitution and/or insertion of supplier-specified language by the bidder. All such desired substitutions and insertions must be addressed by bidders prior to submission of the Final Proposal in accordance with the process described in Paragraph 2.2.4, Questions Regarding the IFB. Any such changes must be approved by the Department of General Services prior to the Final Proposal due date and in accordance with the Key Action Dates listed in Section 1. The Department of General Services may request the Department of Finance's concurrence on the approval of changes involving significant issues. Terms and conditions which do not comply in substance with all material requirements of the IFB, which are contrary to the best interests of the State, or which are in opposition to State policy will not be accepted.

The State will prenegotiate repetitively used terms and conditions with suppliers at their request. These prenegotiated terms and conditions will be kept on file and bidders may refer to them as their proposed contract language for individual solicitations.

2.4.3 TERM OF CONTRACT

The State intends to retain the required goods and services for at least the period specified elsewhere in this IFB. Ideally, the term of the contract will be for the specified period. If the State requires the contract to be terminated during the contract period, such a requirement will be specified in the IFB section on ADMINISTRATIVE REQUIREMENTS. The State will accept a contract for a longer period than specified if, at the sole option of the State, the contract may be terminated at the end of the period specified with or without the payment of termination charges. Such termination charges, if any, must be included in the evaluated cost of the bid.

2.5 OTHER INFORMATION

2.5.1 PROTESTS

Before a protest is submitted regarding any issue other than selection of the "successful bidder," the bidder must make full and timely use of the procedures described in this Section 2 to resolve any outstanding issue(s) between the bidder and the State. The procurement procedure is designed to give the bidder and the State adequate opportunity to submit questions and discuss the requirements, proposals and counter proposals before the Final Bid is due. The protest procedure is made available in the event that a bidder cannot reach a fair agreement with the State after exhausting these procedures. There are two types of protests: requirements (initial) protests and award protests. A protest shall be submitted according to the procedure below. Protests regarding any issue other than selection of the "successful bidder" are requirements protests and will be heard and resolved by the Deputy Director of the Department of General Services, Procurement Division, whose decision will be final.

An award protest is where a bidder has submitted a bid which it believes to be totally responsive to the requirements of the IFB and to be the bid that should have been selected according to the evaluation procedure in the Section on EVALUATION and the bidder believes the State has incorrectly selected another bidder for award. For this situation, the bidder may submit a protest of the selection as described below in Paragraph 2.5.2, Alternative Protest Process.

All protests must be made in writing, signed by an individual authorized under Paragraph C-5-e, Signature of Bid, and contain a statement of the reason(s) for protest; citing the law, rule, regulation or procedures on which the protest is based. The protester must provide facts and evidence to support the claim. Initial protests must be mailed or delivered to:

Street Address:
Deputy Director
Procurement Division
707 Third Street, 2nd Floor
West Sacramento, CA
95605

Mailing Address:
Deputy Director
Procurement Division
P.O. Box 989052
Sacramento, CA 95798-9052

All initial protests to the IFB/IFB requirements or procedures must be received by the Deputy Director of the Procurement Division as promptly as possible, but not later than the respective time and date in Section 1.6, Key Acton Dates, for such protests. Certified or registered mail should be used unless delivered in person, in which case the protester should obtain a receipt of delivery.

2.5.2 ALTERNATIVE PROTEST PROCESS

This procurement is being conducted under the provisions of the Alternative Protest Process (Public Contract Code Section 12125, et seq.). By submitting a proposal to this procurement, the bidder consents to participation in the Alternative Protest Process, and agrees that all protests of the proposed award shall be resolved by binding arbitration pursuant to the California Code of Regulations, Title 1, Division 2, Chapter 5 (**see Exhibit 2-B**). The link to the regulations is:
http://www.oah.dgs.ca.gov/laws/bidprotestRegs.htm#1400

A Notice of Intent to Award for this solicitation will be publicly posted in the Procurement Division reception area and sent via facsimile to any bidder who submits a written request for notice and provided a facsimile number.

During the protest period, any participating bidder may protest the proposed award on the following grounds:
1. For major information technology acquisitions – that there was a violation of the solicitation procedure(s) and that the protesting bidder's bid should have been selected; or
2. For any other acquisition – that the protesting bidder's bid or proposal should have been selected in accordance with the selection criteria in the solicitation document.

A written Notice of Intent to Protest the proposed award of this solicitation must be received (facsimile acceptable) by the Coordinator before the close of business 5 p.m. PST/PDT on the first working day after issuing the notice of intent, as specified in the solicitation. Failure to submit a timely, written Notice of Intent to Protest waives bidder's right to protest.

Bidder is to send the notice of protest to:

Alternative Protest Process Coordinator/Dispute Resolution
Department of General Services
Procurement Division
Purchasing Authority Management Section
707 Third Street, 2nd Floor South
West Sacramento, CA 95605
Fax: 916 / 375-4611

Within seven (7) working days after the last day to submit a Notice of Intent to Protest, the Coordinator must receive from the protesting bidder the complete protest filing including the signed, written detailed statement of protest including exhibits, filing fee and deposit or small business certification as applicable. Untimely submission of the complete protest filing waives the bidder's right to protest.

Protest bond requirement: bond amount for this Alternative Protest Process shall be **10** percent of the contract amount as specified in the solicitation. See California Code of Regulations, Title 1, Section 1418.

2.5.3 DISPOSITION OF PROPOSALS AND BIDS

All materials submitted in response to this IFB will become the property of the State of California and will be returned only at the State's option and at the bidder's expense. At a minimum, the Master Copy of the Final Bid shall be retained for official files and will become a public record after the Notification of Intent to Award as specified in Section 1.6, KEY ACTION DATES. However, materials the State considers confidential information (such as confidential financial information or social security numbers submitted to show bidder responsibility) will be returned upon request of the bidder.

2.5.4 CONTACTS FOR INFORMATION

Bidders may contact the Department Contact listed in Section 1 for visits to the physical installation for purposes of familiarization and evaluation of the current processes. Visits shall be made by appointment only, during normal business hours, and will be limited to the Department Contact listed in Section 1 or the Contact's designee. Visits shall be permitted to the extent that they do not unduly interfere with the conduct of State business.

Oral communications of department officers and employees concerning this IFB shall not be binding on the State and shall in no way excuse the bidder of any obligations set forth in this IFB.

EXHIBIT 2-A
COMPETITIVE BIDDING AND BID RESPONSIVENESS

The purpose of competitive bidding is to secure public objectives in the most effective manner and avoid the possibilities of graft, fraud, collusion, etc. Competitive bidding is designed to benefit the public body (the State, in the present context), and is not for the benefit of the bidders. It is administered to accomplish its purposes with sole reference to the public interest. It is based upon full and free bidding to satisfy State specifications, and acceptance by the State of the most effective solution to the State's requirements, as determined by the evaluation criteria contained in the IFB/IFB.

Competitive bidding is not defined in any single statute but is more in the nature of a compendium of numerous court decisions. From such court decisions, the following rules have evolved, among others:

1) Information for Bid Information for Bids must provide a basis for full and fair competitive bidding among bidders on a common standard, free of restrictions tending to stifle competition.

2) The State may modify the IFB, prior to the date fixed for Contract Award, by issuance of an addendum to all parties who are bidders.

3) To have a valid bid, the bid must respond and conform to the invitation, including all the documents, which are incorporated therein. A bid which does not literally comply may be rejected.

4) For a variance between the request for bids and the bid to be such as to preclude acceptance (the bid must be rejected), the variance or deviation must be a material one.

5) State agencies usually have the express or implied right to reject any and all bids in the best interests of the State. Bids cannot, however, be selectively rejected without cause.

6) Bids cannot be changed after the time designated for receipt and opening thereof. Other than allowed by law, no negotiation as to the scope of the work, amount to be paid, or contractual terms is permitted. However, this does not preclude the State from clarifying the bidder’s intent by asking questions and considering answers.

7) A competitive bid, once opened and declared, is in the nature of an irrevocable option and a contract right of which the public agency cannot be deprived without its consent, unless the requirements for rescission are present. All bids become public documents.

8) Bids cannot be accepted “in part,” unless the invitation specifically permits such an award.

9) Contracts entered into through the competitive bidding process cannot later be amended, unless the Invitation for Bids includes a provision, to be incorporated in the contract awarded, providing for such amendment.

Since competitive procurement became the required method for securing certain IT goods or services, the State has received a number of bids which were deemed to be nonresponsive to the Invitation for Bids or which could not be considered as valid bids within the competitive bidding procedures. Nonresponsive bids or bids which contain qualifications must be rejected. Many of the causes for rejection arise from either an incomplete understanding of the competitive bidding process or administrative oversight on the part of the bidders. The following examples are illustrative of more common causes for rejection of bids. These examples are listed to assist potential bidders in submission of responsive bids.

1) 1. A bid stated, "The prices stated within are for your information only and are subject to change."

2) A bid stated, "This shall expire thirty (30) days from this date unless extended in writing by the Bidder Company." (In this instance award was scheduled to be approximately 45 days after bid submittal date.)

3) A bid for lease of IT equipment contained lease plans of a duration shorter than that which had been requested in the IFB.

4) A personal services contract stated, “Bidder, in its judgment, believes that the schedules set by the State are extremely optimistic and probably unobtainable. Nevertheless, Bidder will exercise its best efforts..."

5) A bid stated, "This is not intended to be of a contractual nature."

6) A bid contained the notation "prices are subject to change without notice."

7) A bid was received for the purchase of IT equipment with unapproved modifications to the Purchase Contract.

8) A bid for lease of IT equipment contained lease plans of a duration longer than that which had been requested in the IFB with no provision for earlier termination of the contract.

9) A bid for lease of IT equipment stated, "...this is preliminary only and the order, when issued, shall constitute the only legally binding commitment of the parties."

10) A bid was delivered to the wrong office.

11) A bid was delivered after the date and time specified in the IFB.

12) An IFB required the delivery of a performance bond covering 25 percent of the proposed contract amount. The bid offered a performance bond to cover "x" dollars which was less than the required 25 percent of the proposed contract amount.

13) A bid did not meet contract goal for DVBE participation.

14) A bid appeared to meet contract goal for DVBE participation with the dollars submitted, but the supplier had miscalculated the bid costs. When these corrections were made by the State, the supplier's price had increased and the dollars committed for DVBE participation no longer met goal.

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EXHIBIT 2-B
CALIFORNIA CODE OF REGULATIONS, TITLE 1, DIVISION 2.
Chapter 5. Procedures for Conducting Protests Under the Alternative Protest Process

Article 1. General Provisions

§1400. Purpose; Scope of Chapter.

Protests under the Alternative Protest Pilot Project (AB 1159, Chapter 762 of 1997 Statutes, Public Contract Code Division 2, Part 2, Chapter 3.6 (sections 12125-12130)) shall be resolved by arbitration as defined and established by this chapter.

NOTE

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

HISTORY

1. New chapter 5 (articles 1-3), article 1 (sections 1400-1404) and section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1402. Definitions.

(a) Arbitration, as used in this chapter, means a dispute resolution procedure in which the Department of General Services, Office of Administrative Hearings provides a neutral third party who decides the merits of a protest and issues a binding decision to the Parties.

(b) Awardee includes Proposed Awardee and means the person or entity that was a successful bidder to a Solicitation and has been, or is intended to be, awarded the contract.

(c) Close of Business, as used in this chapter, means 5p.m. Pacific Standard Time (PST) or Pacific Daylight Time (PDT), as applicable.

(d) Contracting Department means either Procurement or the department which has applied and been approved by the Department of General Services to conduct the Solicitation under the Alternative Protest Pilot Project (Public Contract Code sections 12125-12130.).

(e) Coordinator means the person designated as the Alternative Protest Pilot Project Coordinator by the Department of General Services, Procurement Division, to coordinate all aspects of the Solicitation under the Alternative Protest Pilot Project (Public Contract Code sections 12125-12130).

(f) Estimated Contract Value means the value of Protestant's proposal.

(g) Frivolous means a protest with any or all of the following characteristics:

(1) It is wholly without merit.

(2) It is insufficient on its face.

(3) The Protestant has not submitted a rational argument based upon the evidence or law which supports the protest.

(4) The protest is based on grounds other than those specified in section 1410.

(h) Major Information Technology Acquisition means the purchase of goods or services, or both, by a state agency, through contract, from non-governmental sources, that has significant mission criticality, risk, impact, complexity, or value attributes or characteristics. Pursuant to subdivision (e) of Section 11702 of the Government Code, these purchases shall include, but not be limited to, all electronic technology systems and services, automated information handling, system design and analysis, conversion of data, computer programming, information storage and

retrieval, telecommunications that include voice, video, and data communications, requisite system controls, simulation, electronic commerce, and all related interactions between people and machines.

(i) OAH means the Department of General Services, Office of Administrative Hearings.

(j) Party means the Procurement Division of the Department of General Services, the Contracting Department, the Awardee, and Protestant(s).

(k) Procurement means the Procurement Division of the Department of General Services.

(l) Protestant means a person or entity that was an unsuccessful bidder to a Solicitation under the Alternative Protest Pilot Project (Public Contract Code sections 12125-12130) and that protests the award.

(m) Small Business means a Certified California Small Business, pursuant to Government Code Division 3, Part 5.5, Chapter 6.5 (commencing with section 14835) and Title 2, California Code of Regulations, section 1896.

(n) Solicitation means the document that describes the goods or services to be purchased, details the contract terms and conditions under which the goods or services are to be purchased, and establishes the method of evaluation and selection.

(o) Solicitation File means the Solicitation and the documents used by the Contracting Department in the Solicitation process, including documents used to evaluate bidders and select a Proposed Awardee. The Solicitation File shall remain available to the public except information that is confidential or proprietary.

NOTE

Authority cited: Section 12126, Public Contract Code. Reference: Section 11702, Government Code; and Sections 12125-12130, Public Contract Code.

HISTORY

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1404. Notice of Intent to Award Contract.

The Contracting Department shall post a Notice of Intent to Award Contract in a public place specified in the Solicitation, send rejection facsimiles to rejected bidders, and send Notice of Intent to Award Contract facsimiles to any bidder who made a written request for notice and provided a facsimile number. The Contracting Department shall indicate that the Solicitation File is available for inspection. The Contracting Department has the discretion to award a contract immediately, upon approval by the Director of the Department of General Services and, if the Solicitation was for a Major Information Technology Acquisition, the Director of the Department of Information Technology.

NOTE

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

HISTORY

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

Article 2. Protest Procedure

§1406. Notice of Intent to Protest; Service List.

(a) An unsuccessful bidder who intends to protest the awarded contract pursuant to this chapter

must inform the Coordinator. The Notice of Intent to Protest must be in writing and must reach the Coordinator within the number of days specified in the Solicitation, which shall be not less than 1 working day and not more than 5 working days after the posting of the Notice of Intent to Award Contract, as specified in the Solicitation. Failure to give written notice by Close of Business on that day shall waive the right to protest.

(b) On the day after the final day to submit a Notice of Intent to Protest, the Coordinator shall make a service list consisting of those bidders who did submit a Notice of Intent to Protest, the Awardee, and the Contracting Department. The Coordinator shall include addresses and facsimile numbers on this list and shall forward this service list to those bidders who submitted a Notice of Intent to Protest.

NOTE

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

HISTORY

1. New article 2 (sections 1406-1418) and section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1408. Filing a Protest.

(a) A protest is filed by the submission of: the Detailed Written Statement of Protest and any exhibits specified in section 1412; a check or money order made payable to the Office of Administrative Hearings for the OAH filing fee of $50; and the arbitration deposit as specified in subsection (c) or (d) to the Coordinator by the Close of Business on the 7th working day after the time specified in the Solicitation for written Notice of Intent to Protest under section 1406. A copy of the Detailed Written Statement of Protest and exhibits must also be served on all Parties named in the service list as specified in section 1406. A Protestant who fails to comply with this subsection waives Protestant's right to protest.

(b) Protestant(s) must provide a FAX (facsimile) number. Notification by facsimile is sufficient for service. If the Detailed Written Statement of Protest is sent to the Coordinator by facsimile, Protestant must:

(1) Verify that the pages sent were all received by the Coordinator; and

(2) Remit the required deposit and filing fee to Coordinator by any reasonable means. If sending via carrier, the postmark date or equivalent shall be used to determine timeliness.

(c) Each Protestant not certified as a Small Business shall make a deposit of the estimated arbitration costs, by check or money order made payable to the Office of Administrative Hearings, as determined by the Estimated Contract Value.

(1) For contracts up to $100,000.00, the deposit shall be $1500.00.

(2) For contracts of $100,000.00 up to $250,000.00, the deposit shall be $3,000.00.

(3) For contracts of $250,000.00 up to $500,000.00, the deposit shall be $5,000.00.

(4) For contracts of $500,000.00 and above, the deposit shall be $7,000.00.

(5) Failure to remit a timely required deposit waives the right of protest.

(6) Any refund to Protestant(s) shall be made per section 1436.

(d) Each Protestant certified as a Small Business shall submit a copy of the Small Business Certification in lieu of the deposit specified in subsection (c). If Protestant is a Small Business and the protest is denied by the arbitrator, the Contracting Department shall collect the costs of the arbitration from Protestant. If Protestant does not remit the costs due, the Contracting Department may offset any unpaid arbitration costs from other contracts with Protestant and/or may declare Protestant to be a non-responsible bidder on subsequent solicitations.

NOTE

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

HISTORY

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1410. Grounds for Protest.

(a) The Public Contract Code, at section 12126(d) provides: Authority to protest under this chapter shall be limited to participating bidders.
  (1) Grounds for Major Information Technology Acquisition protests shall be limited to violations of the Solicitation procedures and that the Protestant should have been selected.
  (2) Any other acquisition protest filed pursuant to this chapter shall be based on the ground that the proposal or proposal should have been selected in accordance with selection criteria in the Solicitation document.

(b) The burden of proof for protests filed under this chapter is preponderance of the evidence, and Protestant(s) must bear this burden.

NOTE

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

HISTORY

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1412. Detailed Written Statement of Protest.

(a) The Detailed Written Statement of Protest must include the grounds upon which the protest is made, as specified in 1410(a).

(b) The Detailed Written Statement of Protest shall contain reasons why Protestant should have been awarded the contract.
  (1) For Major Information Technology Acquisition protests, the Detailed Written Statement of Protest must specify each and every Solicitation procedure which was violated and the manner of such violation by specific references to the parts of the Solicitation attached as exhibits and why, but for that violation, Protestant would have been selected.
  (2) For other acquisition protests, the Detailed Written Statement of Protest must specify each and every selection criterion on which Protestant bases the protest by specific references to the parts of the Solicitation attached as exhibits.
  (3) For all protests, Protestant must specify each and every reason that all other bidders who may be in line for the contract award should not be awarded the contract.

(c) The Detailed Written Statement of Protest must be limited to 50 typewritten or computer generated pages, excluding exhibits, at a font of no less than 12 point or pica (10 characters per inch), on 8 1/2 inch by 11-inch paper of customary weight and quality. The color of the type shall be blue-black or black. In addition to a paper copy, the arbitrator may request that a Protestant submit such information on computer compatible diskette or by other electronic means if the Protestant has the ability to do so.

(d) Any exhibits submitted shall be paginated and the pertinent text highlighted or referred to in the Detailed Written Statement of Protest referenced by page number, section and/or paragraph and line number, as appropriate.

(e) The Detailed Written Statement of Protest shall not be amended.

(f) Protestant(s) may not raise issues in hearing which were not addressed in the Detailed Written

Statement of Protest.
(g) A Protestant who fails to comply with this subsection waives Protestant's right to protest.

NOTE

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

HISTORY

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1414. Review by Coordinator.

(a) Within 2 working days after receipt of the Detailed Written Statement of Protest, the Coordinator shall notify the Contracting Department and the Awardee of a potential protest hearing.
(b) The Coordinator shall review the Detailed Written Statement of Protest within 5 working days after receipt to preliminarily determine if the protest is Frivolous and notify Protestant of the option to withdraw or proceed in arbitration.
(1) If Protestant withdraws the protest within 2 working days after the notification by the Coordinator of a preliminary determination of Frivolousness, the Coordinator shall withdraw the preliminary finding of Frivolousness and refund Protestant's deposit and filing fee.
(2) If the Protestant previously filed two protests under the Alternative Protest Pilot Project preliminarily determined Frivolous by the Coordinator but then withdrew or waived them before the arbitration decision, the Coordinator shall make final the preliminary determination of Frivolousness for the Department of General Services.

NOTE

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

HISTORY

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1416. Review and Response by Contracting Department and Awardee.

(a) The Awardee shall have 7 working days after notification by the Coordinator to submit to the Coordinator and Protestant a response to the Detailed Written Statement of Protest.
(b) The Contracting Department, in conjunction with the Coordinator, shall have 7 days after the filing of the Detailed Written Statement of Protest to send a response to Protestant and Awardee.
(c) Responses shall follow the standards set forth in section 1412(c) and (d).

NOTE

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

HISTORY

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1418. Bond Requirement.

(a) If the Coordinator has determined that a protest is Frivolous and the Protestant does not withdraw the protest, the Protestant shall be required to post a bond in an amount not less than 10% of the Estimated Contract Value.
(b) The percentage of the bond shall be determined by the Contracting Department and specified in

the Solicitation.

(c) Protestant shall post the bond, pursuant to Chapter 2 (commencing with section 995.010) of Title 14 of Part 2 of the Code of Civil Procedure, within 15 working days of the filing of the Detailed Written Statement of Protest or shall be deemed to have waived the right to protest.

(1) If the arbitrator determines that the protest is Frivolous, the bond shall be forfeited to Procurement and the Coordinator will impose Sanctions.

(2) If the arbitrator determines that the protest is not Frivolous, the bond will be returned to the Protestant and no Sanctions imposed.

NOTE

Authority cited: Section 12126, Public Contract Code. Reference: Sections 995.010 et. seq., Code of Civil Procedure; and Sections 12125-12130, Public Contract Code.

HISTORY

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

Article 3. Arbitration Procedure

§1420. Arbitration Process.

Within 19 calendar days after the Notice of Intent to Award has been posted, the Coordinator shall consolidate all remaining protests under the Solicitation, and send to OAH:

(a) a copy of all Detailed Written Statements of Protest;
(b) OAH filing fees;
(c) arbitration deposits, and/or notice that any Protestant is a Small Business;
(d) Awardee responses;
(e) Coordinator/Contracting Department responses;
(f) the Solicitation File; and
(g) notice to OAH whether interpreter services will be needed for any Protestant or Awardee. OAH shall arrange interpreter services which shall be paid by the Contracting Department.

NOTE:

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

HISTORY

1. New article 3 (sections 1420-1440) and section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1422. Selection of Arbitrator.

(a) Within 2 working days after receipt of the protest from the Coordinator, OAH shall furnish the names of ten arbitrators to Protestant(s), the Awardee, and the Coordinator. The arbitrator list shall include administrative law judges who are employees of OAH and contract private arbitrators who are not employees of the State of California. Protestant(s), the Awardee, and the Coordinator may each strike two of the ten names and notify OAH within 2 working days. Protestant(s) may also indicate if they prefer a contract arbitrator or an OAH administrative law judge. OAH may then select as arbitrator any name not stricken and shall notify Protestant(s), the Awardee, and the Coordinator within 2 working days. If all names are stricken, the Director of OAH shall appoint an arbitrator.

(b) A proposed arbitrator shall be disqualified on any of the grounds specified in Section 170.1 of the Code of Civil Procedure for the disqualification of a judge.

NOTE

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

HISTORY

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1424. Authority of Arbitrator.

(a) Arbitrators are authorized to
(1) Administer oaths and affirmations;
(2) Make rulings and orders as are necessary to the fair, impartial, and efficient conduct of the hearing; and
(3) Order additional deposits from Protestant(s) to cover additional estimated costs. If OAH does not receive the required deposit(s) in the time specified, the right to protest will be deemed waived.

(b) The arbitrator shall have exclusive discretion to determine whether oral testimony will be permitted, the number of witnesses, if any, and the amount of time allocated to witnesses.

(c) It shall be in the arbitrator's exclusive discretion to determine whether to
(1) Conduct a prehearing conference; and/or
(2) Permit cross-examination and, if so, to what extent; and/or
(3) Review documents alone for all or part of the protest.

(d) It shall be in the arbitrator's exclusive discretion to determine whether additional responses and rebuttals are to be submitted, and the timelines and page limits to be applied.

NOTE

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

HISTORY

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1426. Decision Based in Whole or in Part on Documents Alone.

Any Party may request that the arbitrator base the arbitrator's decision on documents alone. It shall be the arbitrator's exclusive discretion to do so.

NOTE

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

HISTORY

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1428. Prehearing Conference.

(a) If the arbitrator determines that a prehearing conference is necessary, OAH shall set the time and place and notify Protestant(s), the Awardee, and Procurement at least 5 working days prior to the prehearing conference.

(b) The prehearing conference shall be held to identify and define issues in dispute and expedite the arbitration. The parties should be prepared to discuss, and the arbitrator may consider and

rule on, any of the following matters applicable to the protest:
(1) Clarification of factual and legal issues in dispute as set forth in the Detailed Written Statement of Protest.
(2) The extent to which testimony shall be permitted and the extent to which cross-examination will be allowed.
(3) Identity of and limitations on number of witnesses, need for interpreters, scheduling and order of witnesses, etc.
(4) Any other matters as shall promote the orderly and efficient conduct of the hearing.

(c) At the prehearing conference, Protestant(s), the Awardee, and Procurement shall deliver a written statement which contains the name of each witness a party wishes to call at hearing along with a brief written statement of the subject matter of the witness's expected testimony. If the arbitrator, in his or her exclusive discretion, allows an expert witness to be called, the party calling the witness shall provide the name and address of the expert along with a brief statement of the opinion the expert is expected to give. The party shall also attach a statement of qualifications for the expert witness.

NOTE

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

HISTORY

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1430. Scheduling the Hearing.

The arbitrator shall schedule the date, time, and place of hearing and notify all Parties.

NOTE

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

HISTORY

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1432. Discovery.

The arbitrator has exclusive discretion to issue subpoenas and/or subpoena duces tecum. There shall be no right to take depositions, issue interrogatories, or subpoena persons or documents.

NOTE

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

HISTORY

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1434. Attendance at Hearings.

The Arbitration hearings shall be open to the public unless the arbitrator, in his or her exclusive discretion, determines that the attendance of individuals or groups of individuals would disrupt or delay the orderly conduct or timely completion of the proceedings.

NOTE

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public

Contract Code.

HISTORY

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1436. Arbitrator's Decision.

(a) The final decision shall be in writing and signed by the arbitrator. It shall include a Statement of the Factual and Legal Basis for the decision, addressing the issues raised in the Detailed Written Statement(s) of Protest, and shall include an order upholding or denying the protest(s). The arbitrator's order shall not award a contract.

(b) A copy of the decision shall be sent by regular mail to Procurement, the Contracting Department, the Awardee, and Protestant(s) within 45 calendar days after the filing of the first Detailed Written Statement of Protest. In the arbitrator's exclusive discretion, this timeline may be extended for an additional 15 calendar days. The arbitrator's failure to issue a decision within the time specified by this section shall not be a ground for vacating the decision.

NOTE

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

HISTORY

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1437. Costs.

(a) For protests not determined Frivolous by Procurement:
(1) If the arbitrator denies the protest, Protestant(s) will be liable for all costs of the arbitration.
(2) If the arbitrator upholds the protest, the Contracting Department shall pay for all costs of the arbitration and Protestant(s) will be refunded the deposit by OAH.

(b) If Procurement determined that the protest was Frivolous and the arbitrator affirms that the protest is Frivolous, the bond shall be forfeited to Procurement, the protest will be denied, and Protestant(s) will be liable for all costs of the arbitration.

(c) If Procurement determined that the protest was Frivolous and the arbitrator determines that the protest is not Frivolous, any bond(s) posted by Protestant(s) shall be returned.
(1) If the arbitrator denies the protest, Protestant(s) shall be liable for half of the costs of the arbitration. The Contracting Department shall pay the remaining half of the arbitration costs.
(2) If the arbitrator upholds the protest, the Contracting Department shall pay for all costs of the arbitration and Protestant(s) will be refunded the deposit by OAH.

(d) A Protestant who withdraws his or her protest before the arbitrator's decision has been issued will remain liable for all arbitration costs up to the time of withdrawal. These costs include, but are not limited to, the arbitrator's time in preparation, prehearing conferences, and hearing the protest. If Procurement deemed the protest Frivolous, any bond posted shall be forfeited to Procurement.

(e) Except as provided in (f), if any costs are determined to be payable by Protestant(s), that amount shall be subtracted from deposit(s) of Protestant(s) as ordered by the arbitrator. Any additional costs shall be billed to Protestant(s) and any refunds shall be sent to Protestant(s) by OAH.

(f) If a Protestant is a Small Business, then the Contracting Department shall pay OAH all arbitration costs and collect the amount due from Protestant.

NOTE

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

HISTORY

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1438. Judicial Review.

The grounds for judicial review shall be as set forth in Chapter 4 of Title 9 of Part III of the Code of Civil Procedure (commencing with section 1285).

NOTE

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

HISTORY

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1440. Transcripts.

(a) A party desiring a transcript of the proceedings shall contact the OAH Transcript Clerk to make arrangements to pay for preparation of the transcript. Prior to preparation of the transcript, a deposit equal to the estimated cost of the transcript shall be paid. Preparation of the transcript will be arranged by the OAH Transcript Clerk. The deposit shall be applied to the actual cost and any excess shall be returned to the party that submitted the request. Any balance due shall be paid by the party or a representative on behalf of the party requesting the transcript before the transcript is released to the requesting party.

(b) Unless a record of a proceeding or any portion thereof was sealed, any person may request a transcript or a recording of the proceeding. If a record of a proceeding or any portion thereof was sealed, only parties to the proceeding may request a transcript of the sealed portions, and the sealed portions shall not be disclosed to anyone except in accordance with the order sealing the proceeding or subsequent order.

NOTE

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

HISTORY

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

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SECTION 3

CURRENT SERVICES

3.1 INTRODUCTION

The California Department of Corrections and Rehabilitation (CDCR) uses the RFP DGS-3037 Inmate/Ward Telephone System (IWTS) Concession Services Contract that provides telephone services for domestic collect-only calls and International prepaid calls made by inmates and wards. The current IWTS contract expires on January 31, 2011. This section will describe the IWTS contract's current services provided to CDCR and the State. Exhibits 3-A1 through 3-E provide the CDCR facilities' addresses and telephone numbers that currently use the IWTS contract. Exhibits 3-A2 through 3-E describe the quantities and types of IWTS equipment currently deployed at each facility. Exhibit 3-F displays a map of California and includes the adult institutions and youth facilities

The CDCR oversees the incarceration of adult and youth offenders, as well as providing parolee services to adult and youth offenders. The CDCR responsibilities include:

1) State institutions and youth facilities' operations;

2) California Department of Forestry (CDF)/CDCR fire camps' custody and administrative services for inmates and wards;

3) Community Correctional Facilities (CCF) that are publicly or privately owned facilities that have disciplinary, release, and custody oversight for inmates;

4) Female Offender Programs (FOP) that are privately owned facilities that have disciplinary, release and custody oversight for female offenders; and

5) Parolee supervision for adults and youths.

As of May 2009 there are 33 adult institutions, 41 adult CDF/CDCR fire camps, 13 adult CCFs (7 on current IWTS contract), four (4) FOPs and seven (7) youth facilities in California that house more than 165,000 adult offenders and nearly 2,000 youth offenders. In addition, CDCR supervises more than 148,000 adult parolees and 3,800 youth parolees.

3.2 ANNUAL ADMINISTRATIVE FEE

The State receives an $800,000 annual fee from the current IWTS contractor, payable on July 1st of every State Fiscal Year. This fee covers the Department of Technology Services (DTS) - Statewide Network & Telecommunications Division's (STND) contract management responsibilities and services.

3.3 DOMESTIC AND INTERNATIONAL CALL CHARGES

The IWTS domestic calls are collect-only. Domestic call charges and rates are found in Exhibit 3-G, Domestic Call Charges. The charges include a one-time connect fee that is called a surcharge and a per-minute rate that is displayed by Call Types that include Local, IntraLATA, InterLATA, and Interstate. The IWTS International calls are prepaid only and do not include a connect-fee, and charges vary by the Country. These rates can be found in Exhibit 3-H, IWTS International Call Charges.

Exhibit 3-G includes the approximate cost of a 15-minute call for each Call Type for each fiscal year. The reduction of surcharges and rates are directly related to the elimination of the $26 million concession fee. Initially the IWTS contract required an annual $26 million concession fee paid by the IWTS vendor to the State General Fund. On August 24, 2007 the Governor of California approved Senate Bill 81 which eliminated the $26 million concession fee over a four year period. The concession fee is reduced by $6.5 million each fiscal year (FY) until it becomes $0 concession fee in FY 2010/2011. Additionally, the domestic call rates are also reduced each FY.

3.4 DOMESTIC CALL STRUCTURE

The domestic call structure has two types of services described as “Service Level 1 (SL 1)” and “Service Level 2 (SL 2)” as reflected in Exhibit 3-G that also includes the CDCR facilities that use each Service Level.

1. Service Level 1 has telephones and cut-off switches. SL 1 has significantly lower collect call rates than SL 2. SL 1 is primarily used by youth facilities that do not record or monitor ward calls. Some female offender programs that do not record or monitor calls use SL 1.

2. Service Level 2 has telephones, cut-off switches, recording and monitoring equipment. All adult institutions, CDF/CDCR fire camps, community correctional facilities, and one (1) female offender program use SL 2. One (1) youth camp uses SL2.

If a youth facility should elect to record or monitor calls, then that facility would be classified as SL 2 and the called party would be charged SL 2 collect call charges. This scenario results in disparity among the youth facilities and penalizes the called party with paying higher collect call rates if a ward is transferred from a youth facility that uses SL 1 to a youth facility that uses SL 2. Additionally, the youth facilities cannot choose to have recording and monitoring equipment without directly impacting the charges to family and friends.

3.5 ADULT FACILITIES

There are 85 adult facilities that use the IWTS for telephone services for the adult offenders who are also referred to as inmates in this IFB. All adult facilities have recording and monitoring equipment with the exception of some of the FOPs. The adult facilities and types of equipment are briefly described below.

3.5.1 INSTITUTIONS

There are 33 institutions that range from minimum to maximum security. The quantity of inmate telephones is based upon the design of the facility, available infrastructure, and other CDCR policies. The IWTS equipment described in Exhibit 3A-2 includes: inmate telephones that are mounted on the wall or in various types of enclosures; Live Monitoring Terminals; cut-off switches to turn the inmate phones on and off; portable Telecommunications Devices for the Deaf (TDD/TTY); Investigative Workstations with printers and local area network (LAN) extenders.

The Folsom Transitional Treatment Facility (FTTF) is part of Folsom State Prison (FSP), however, the physical address is different. Due to the distance between the FSP Private Branch Exchange (PBX) and FTTF an IWTS controller and recordings are installed at the FTTF telephone room. The FTTF and FSP equipment and address information is counted as one but displayed separately in Exhibits 3A-1 and 3A-2.

3.5.2 CDF/CDCR FIRE CAMPS

There are 41 CDF/CDCR fire camps that are a self contained “prison without walls”. Inmates assigned to camps are dispatched to fight wild land fires and other emergencies, when needed as well as assist with a variety of community work projects.

The inmates housed at these facilities are trained with firefighting skills. The quantity of inmate telephones is based upon the design of the camp, capacity of the inmates, and available infrastructure (on-site and provided by the Local Exchange Carrier) to support the inmate phones. The IWTS equipment described in Exhibit 3B-2 includes: inmate telephones mounted on walls or various types of enclosures, cut-off switches to turn the phones on and off, speaker boxes to live monitor calls, and Investigative Workstations with printer used to live monitor as well as perform investigative functions.

There are two camps, Antelope and Cuesta that are located on institution grounds. These locations use the Live Monitoring Terminals because they have access to the connectivity and infrastructure within the institution.

3.5.3 CDCR ADDITIONAL ADULT FACILITIES

There are eleven (11) additional adult facilities that include seven (7) private Community Correctional Facilities (CCF) and four (4) Female Offender Programs (FOP) that are primarily minimum security. The CDCR has contracts with private companies that house CDCR inmates at these facilities. The quantity of inmate telephones is based upon the design of the CCF or FOP, available infrastructure, and capacity of the inmate population. The IWTS equipment described in Exhibit 3C-2 includes: inmate telephones mounted on walls or various types of enclosures, cut-off switches to turn the phones on and off, and one (1) Investigative Workstation with printer used to live monitor as well as perform investigative functions. The FOPs that do not record or monitor only have inmate telephones and cut-off switches.

3.6 YOUTH FACILITIES

There are six (6) youth facilities and one (1) youth camp that use the IWTS for telephone services for the youth offenders also referred to as wards in this IFB. The quantity of ward telephones is based upon the design of the camp, available infrastructure, and capacity of the ward population. The IWTS equipment described in Exhibit 3D-2 includes: ward telephones mounted on walls or various types of enclosures and cut-off switches. The six youth facilities do not record ward calls. Pine Grove Camp records ward calls and has one (1) Investigative Workstation with printer used to live monitor as well as perform investigative functions.

The Service Level rates mentioned in Section 3.3 were established to ensure that wards had the lowest rates possible and would not impede their family and friends from maintaining telephonic communication while they were incarcerated.

3.7 CDCR FIELD OFFICES

There are seven (7) CDCR field offices that include the CDCR-HQ Administrator and Office of Correctional Safety (OCS) that use the IWTS. The equipment is used by authorized CDCR staff to perform investigative functions. For security reasons, the information that can be provided at this time is described in Exhibit 3E. The specific addresses and full telephone numbers will be provided to the IWTS 2 Contractor. The city, zip code and area code/prefix of the main telephone number have been provided to assist the Bidder's with planning circuit orders.

The OCS also receives a daily download of the call detail records as described in Section 6.6.12 from the IWTS contractor through a secure file transfer protocol (SFTP).

3.8 IWTS CALL CONTROL SYSTEM CLASSIFICATIONS

The current IWTS call control system, related equipment, and storage of recordings for the adult and youth facilities has four classifications: On-Site Adult Institutions, Off-Site Recording and Monitoring, Off-Site Without Recording or Monitoring, and Off-Site Field Offices. A description of each classification is provided in Exhibit 3-I, IWTS Call Control System Classifications.

3.9 INMATE/WARD TELEPHONE SYSTEM

The IWTS network, equipment, and services are owned, installed, repaired and maintained by the IWTS vendor at no cost to the State. The IWTS network and platform is provided by the IWTS vendor. The IWTS network is separate and does not go across the CDCR network. The IWTS equipment includes telephones, cut-off switches, various types of telephone enclosures/pedestals/carts, live monitoring equipment with speaker boxes or speakerphones, and Investigative Workstations with printers and cassette recorders. The IWTS vendor currently provides portable Telecommunications Device for the Deaf (TDD) to each CDCR facility.

IWTS equipment is located at CDCR adult and youth facilities in the Private Branch Exchange (PBX) buildings, the Remote Peripheral Exchange (RPE) buildings, Telephone Rooms/Closets, Inmate/Ward Housing Units, Observation Towers, Gyms, Offices, Control Booths, Hospitals, Firehouses and Investigator's Offices, among other locations. The IWTS equipment at CDCR Field Offices is typically located in telephone rooms and offices.

The IWTS vendor provides approximately 2,801 inmate (adult) telephones and 149 ward (youth) telephones designed to accommodate inmate/ward originated, non-confidential personal calls. Coinless, tamper-resistant telephones are designated exclusively for inmate/ward use.

The IWTS contract includes requirements to meet security standards and employs special computer-based security features intended to protect the public. These features include:

1) Ability for inmate/wards to make collect domestic calls and prepaid International calls;

2) Call monitoring and recording;

3) Call "branding" recorded announcement that indicates that a call originated from a CDCR facility (site specific) and informs the called party that the call will be monitored and recorded;

4) A random "overlay" recorded announcement that is randomly played throughout the duration of the call to inform the called party that the call is from an inmate at a California Correctional Facility;

5) Automated Operator Service that processes the calls and informs the called party of their options to accept or decline the call by pressing a designated number in addition to having the ability to block inmate calls;

6) Ability to block calls to specific telephone numbers upon request; and

7) Programming features allowing centralized investigations.

3.9.1 INMATE AND WARD COINLESS TELEPHONES

The inmate and ward telephones have special tamper resistant steel housings with break-resistant handsets that are attached by armor-shielded cords and steel lanyards. All inmate and ward telephones have push button keypads that include a volume control button. Exhibits 3-A2 through 3-D2 provide the quantities. Exceptions to this type of phone and standard connectivity are:

1) Former public payphones with the coin box removed are installed at some adult facilities where the inmate phones are located outside. Currently CDCR has authorized the former public payphones to be installed outside as an alternative for reliability during inclement weather conditions.

2) Three (3) cordless phones are currently used at the California State Prison, Corcoran's hospital to allow inmates who cannot leave their hospital room to make a call. The base of the cordless phone is plugged into a designated jack that is connected to the IWTS. Inmate's cordless phone calls are monitored and recorded just like other IWTS calls. This configuration is problematic when the cordless phone is too far from the base. Additionally, there are cement walls in the hospital that affect the cordless phones' frequency that sometimes affects connectivity.

3) Inmate telephones on carts are currently used at the California State Prison, San Quentin State Prison (CSP-SQ) for the condemned inmates who cannot leave their cells. There are 20 telephones on carts at CSP-SQ. The telephone wiring is different from all other CDCR facilities. These inmate phones are installed on a cart that is rolled to the front of the inmate's cell. The handset cord is long enough to go through the bars and allow the inmate to sit on the end of the bottom bed. The telephone line cord is plugged into the back of the inmate phone and the long cord is wrapped around the back of the cart. A marine plug is connected to the end of the telephone line cord and is plugged into designated wall jacks on each tier of the facility when an inmate makes a call. This configuration is problematic when the telephone line cord is pulled out of the wall jack and breaks off the house wire inside the jack.

3.9.2 INMATE AND WARD CUT-OFF SWITCHES

The cut-off switches are Hardwired to the inmate and ward telephones and allow authorized staff to manually shut-off the telephones. The cut-off switches are located in officer's stations and control booths where calls are monitored. The quantities of cut-off switches installed at adult and youth facilities are identified in Exhibits 3-A2 through 3-D2.

All inmate telephones are capable of being shut-off manually using cut-off switches and remotely by CDCR staff. The ward telephones at youth facilities that have cut-off switches are capable of being shut off by authorized CDCR staff.

3.9.3 INMATE AND WARD TELEPHONE ENCLOSURES, PEDESTALS AND CARTS

Although the majority of the inmate/ward telephones are installed inside inmate/ward housing units on the wall, a number of the telephones are installed outside in recreation yards and other areas within the secured perimeter of the CDCR facilities. Some of the inmate/ward telephones installed outside inmate/ward housing buildings are protected by appropriate shelters or telephone booth enclosures. Enclosures and pedestals are provided by the IWTS vendor.

The current types of telephone enclosures, pedestals, and carts:

1) Telephone booths are currently located inside and outside of inmate/ward housing units. A majority of the telephone booths have three sides and are bolted to the floor or cement. Some telephone booths have a bi-folding door which is the exception rather than the rule. The telephone booths are constructed with an aluminum frame and tempered glass and/or metal side panels.

2) Wall enclosures are located inside and outside. The wall enclosures are constructed with aluminum or metal frame, panels on three sides, and a shelf. Some CDCR facilities have fabricated wood enclosures.

3) Pedestals are located inside and outside inmate/ward housing units. The pedestals are constructed with an aluminum or metal base that is bolted to the floor or cement. Inmate/ward telephones are mounted on top of, or on the face of, the pedestals.

4) Pedestals with enclosures are located inside and outside inmate/ward housing units. The pedestals are constructed with an aluminum or metal base that is bolted to the floor or cement. The metal or aluminum enclosure has three sides with a top and bottom with the inmate/ward telephone installed inside the enclosure.

5) Mobile carts are located inside the condemned inmate housing unit at San Quentin State Prison. The metal carts are fabricated with a metal frame that is mounted on four wheels. The inmate phone is installed on the face of the metal frame.

3.9.4 LIVE MONITORING TERMINALS AND RELATED EQUIPMENT

The CDCR adult institutions have Live Monitoring Terminals and equipment installed in multiple locations within the institution that include control booths in buildings such as housing units, observation towers, gyms and hospitals. Live Monitoring Terminals allow custody staff to listen in real-time to inmate telephone conversations and scan, interrupt and terminate calls. This equipment has the capability of turning on and off designated inmate phones.

Most live monitoring locations have a limited space where the equipment is located and some locations have long cable runs from the monitoring location to the PBX or RPE buildings that require LAN extenders.

Currently there are two types of Live Monitoring Terminals and one alternative configuration:

1) Twenty-two (22) institutions and two (2) adult camps have monitoring equipment that includes a central processing unit (CPU), CRT monitor, 17-key pad, and a speakerphone or speaker box.

2) Eleven (11) institutions have equipment that includes a lap top computer and speakerphone. The laptop does not have any external drives or USB ports that would allow software or games to be installed.

3) As an alternate solution for Live Monitoring Terminals, some of the infirmaries use a speaker and a hard-wired toggle cut-off switch (to terminate calls) in place of the Live Monitoring Terminals described above. At the California Rehabilitation Center (CRC) there are eleven (11) speaker boxes used to live monitor calls.

3.9.5 INVESTIGATIVE WORKSTATIONS AND RELATED EQUIPMENT

The Investigative Workstations are used by CDCR authorized staff to perform a variety of investigative functions that include live monitoring, generating reports, playback of inmate/ward recordings, and saving inmate/ward recordings to media like a compact disc (CD). The Investigative Workstation equipment includes a CPU, flat screen monitor, keyboard, mouse, external speakers, and headphones. One printer is provided to each CDCR facility. One cassette recorder is provided to the adult institutions and CDF/CDCR camps.

The Investigative Workstations are installed at the following CDCR facilities:

1) Institutions – One hundred forty (140) workstations are installed in the offices of the Investigative Services Unit (ISU), Institution Gang Investigations (IGI), and Office of Internal Affairs (OIA). The current contract allows a maximum of five Investigative Workstations at each institution.

2) CDF/CDCR Camps – Forty-one (41) workstations are installed in a secure location at the CDCR offices. One workstation is provided at each camp. The Camp's workstation is also used to monitor live inmate calls. Some camps have speaker boxes and cut-off switches Hardwired to the inmate phones to monitor live calls and control turning the phones on and off.

3) Community Correctional Facilities (CCF) – Seven (7) workstations are installed in a secure office or telephone room at the CCFs. One workstation is provided at each CCF.

4) Female Offender Programs (FOP) – One (1) workstation is installed at the Female Rehabilitative Community Correctional Center (FRCCC). Currently the FRCCC is the only female program facility to elect to have Investigative Workstations.

5) Youth Facilities – One (1) workstation is installed in a secure office at Pine Grove Camp. Currently Pine Grove Camp is the only youth facility to elect to have Investigative Workstations.

6) Office of Correctional Safety (OCS) – Six (6) workstations are installed in OCS Field Offices. The field offices are located in Sacramento, Fresno, Rancho Cordova, Rancho Cucamonga, Richmond, and San Diego.

7) CDCR-HQ Administrator – one (1) workstation is installed at the CDCR-HQ Administrator's office located in Sacramento.

3.9.6 LOCAL AREA NETWORK (LAN) EXTENDERS

Some adult prisons have a pair of LAN extenders installed to allow the Investigative Workstations to be installed in investigators offices that are located beyond 300 feet from the IWTS controller. Currently, eleven (11) institutions have LAN extenders for Investigative Workstation locations. Five (5) of the 11 have been provided by the IWTS contractor. Six (6) of the 11 have been purchased by the individual institutions.

3.9.7 IWTS RECORDING EQUIPMENT

The IWTS recording equipment is located on-site for the institutions and off-site for the CDF/CDCR Camps, CCFs, Female Offender Programs, and Youth Facilities. The inmate/ward recordings are stored on-site for 365 days and then automatically archived to a centralized secure location in California for the life of the IWTS contract.

3.9.8 TELECOMMUNICATIONS DEVICES FOR THE DEAF (TDD/TTY)

The IWTS contract provides 36 of the 120 TDD/TTYs deployed at the CDCR facilities. The IWTS vendor provides one portable TDD with a printer function to each CDCR facility. The institutions are responsible for procuring additional TDDs, as needed. Currently the TDD calls are not processed on the IWTS network.

Inmates with hearing disabilities are not sent to fire camps. However, portable TDDs are provided, as needed, if an inmate has a family member who is hearing impaired and requires a TDD to maintain telephonic communication.

3.9.9 BRANDING, OVERLAY, AND TIME LIMIT RECORDED MESSAGES

The CDCR California Code of Regulations, Title 15 and Department Operations Manual (DOM) contain branding and random overlay requirements for all IWTS inmate/ward calls. The requirements were established to notify the inmates and called parties of the monitoring and recording activities as well as for safety and security reasons to protect the public.

1) Signage is posted at all adult institutions and at Pine Grove Youth Camp to ensure the inmate and ward are aware of the recording and/or monitoring.

2) Branding is the initial recorded message the inmates/wards and called parties hear during the inmate/ward call process. The branding is different for inmates and wards. The inmate/ward and called party cannot talk to each other when the branding is played.

   a) The inmate and called party hear "…this call and your telephone number will be recorded and monitored. I have a collect call from <inmate's name> an inmate at <facility name> in <City>, in California. To accept, dial or say five and hold. To refuse, hang up…". The IWTS will not allow the call between the inmate and called party to be connected until this required branding announcement ends.

   b) The ward and called party hear "…you have a collect call from <ward state's their name> a ward at <name of the youth facility>, in <City>, in California. Press five (5) during this message to accept the call…." The IWTS is configured to not allow the call between the ward and called party to be connected until this required branding announcement ends.

   c) With the exemption of the Pine Grove Camp, calls made by wards do not include the branding about the call being "recorded and monitored" since the youth facilities do not monitor or record ward calls.

3) A Random Overlay recorded message is played throughout the duration of the call that informs the inmate and called party, "This recorded call is from an inmate (or ward) at a California Correctional Facility." The random overlay is played in the background of the call and does not block the conversation between the inmate and called party.

The random overlay is a tool to protect the public from receiving calls from inmates/wards by way of a third-party call. In this instance the called party may not have heard the initial branding announcement; however, the random overlay would alert the called party the call is from an inmate/ward at a California Correctional Facility.

4) Distinct beep tones sound every 15 seconds throughout the duration of the call.

5) Call Termination recorded messages are played for the inmate/ward and called party at two separate times towards the end of the call. The inmate/ward and called party hear “you have two minutes remaining” and “you have 60 seconds remaining.”

3.10 ABILITY TO CALL DESIGNATED HOT LINES

Inmates and wards have the ability to use any inmate or ward telephone to place collect calls to designated CDCR hot lines that may be answered by a “live” person or by an answering machine. Passive acceptance is turned on for some of the designated hot line telephone numbers to allow the call to be answered without a “live” person pressing or saying five to accept the inmate/ward call. The “back-end” ten-digit billing number of the toll free hot line is posted on Notices and used by inmates and wards because they cannot dial toll free or special service numbers. CDCR pays for the collect calls received on the hot lines.

3.11 SPACE AND SPACE CONDITIONING

Several of the State’s older facilities predate the widespread use of telephony. As a result, these facilities do not have dedicated switch rooms for IWTS components. All systems currently installed have adequate space, conditioned power, and HVAC support plants to provide for sustained operation within design parameters. ***Bidders should be aware that additional modifications may not be accommodated and the Bidder will be responsible to provide equipment that will function normally within the prevailing environment.***

3.12 FACILITY CABLE PLANT AND INFRASTRUCTURE

All CDCR institutions have a minimum of CAT3 cabling for the IWTS. All cabling is buried, located in institutional walls, or mounted 20 feet above ground in hardened walled conduit.

It should be noted that for security reasons, the State retains sole responsibility for performing any changes to installed physical plant infrastructure components such as wiring and conduits (See Section 6.2.9, Cable and Wiring).

3.13 IWTS 2008 CALL VOLUME SUMMARY

Exhibit 3-J, CDCR 2008 Call Volume Summary, provides a detailed breakdown of 2008 call volume by call types.

EXHIBIT 3-A1

ADULT INSTITUTION LOCATIONS

	ACRONYM	INSTITUTION	MAIN TELEPHONE NUMBER	ADDRESS
1	ASP	Avenal State Prison	(559) 386-0587	1 Kings Way Avenal, CA 93204
2	CAL	Calipatria State Prison	(760) 348-7000	7018 Blair Road Calipatria, CA 92233
3	CCC	California Correctional Center	(530) 257-2181	711-045 Center Road Susanville, CA 96130
4	CCI	California Correctional Institution	(661) 822-4402	24900 Highway 202 Tehachapi, CA 93561
5	CCWF	Central California Women's Facility	(559) 665-5531	23370 Road 22 Chowchilla, CA 93610
6	CEN	Centinela State Prison	(760) 337-7900	2302 Brown Road Imperial, CA 92251
7	CIM	California Institution for Men	(909) 597-1821	14901 South Central Avenue Chino, CA 91710
8	CIW	California Institution for Women	(909) 597-1771	16756 Chino-Corona Road Corona, CA 92880
9	CMC	California Men's Colony	(805) 547-7981	Highway 1 San Luis Obispo, CA 93409
10	CMF	California Medical Facility	(707) 448-6841	1600 California Drive Vacaville, CA 95687
11	COR	California State Prison, Corcoran	(559) 992-8800	4001 King Avenue Corcoran, CA 93212
12	CRC	California Rehabilitation Center	(951) 737-2683	5th Street & Western Norco, CA 92860
13	CTF	California Training Facility	(831) 678-3951	Highway 101 North Soledad, CA 93960
14	CVSP	Chuckawalla Valley State Prison	(760) 922-5300	19025 Wiley's Well Road Blythe, CA 92225
15	DVI	Deuel Vocational Institution	(209) 835-4141	23500 Kasson Road Tracy, CA 95376

Exhibit 3-A1
Adult Institution LOCATIONS - Continued

	ACRONYM	INSTITUTION	MAIN TELEPHONE NUMBER	ADDRESS
	FSP	Folsom State Prison	(916) 985-2561	300 Prison Road Represa, CA 95763
16	FTTF	Folsom Transitional Treatment Facility	(916) 985-2561	570 E. Natoma Street Folsom, CA 95763
17	HDSP	High Desert State Prison	(530) 251-5100	475-750 Rice Canyon Road Susanville, CA 96127
18	ISP	Ironwood State Prison	(760) 921-3000	19005 Wiley's Well Road Blythe, CA 92225
19	KVSP	Kern Valley State Prison	(661) 721-6300	3000 West Cecil Avenue Delano, CA 93216
20	LAC	California State Prison, Los Angeles County	(661) 729-2000	44750 60th Street, West Lancaster, CA 93536
21	MCSP	Mule Creek State Prison	(209) 274-4911	4001 Highway 104 Ione, CA 95640
22	NKSP	North Kern State Prison	(661) 721-2345	2737 West Cecil Avenue Delano, CA 93216
23	PBSP	Pelican Bay State Prison	(707) 465-1000	5905 Lake Earl Drive Crescent City, CA 95531
24	PVSP	Pleasant Valley State Prison	(559) 935-4900	24863 West Jayne Avenue Coalinga, CA 93210
25	RJD	Richard J. Donovan Correctional Facility	(619) 661-6500	480 Alta Road San Diego, CA 92179
26	SAC	California State Prison, Sacramento	(916) 985-8610	100 Prison Road Represa, CA 95671
27	SATF	California Substance Abuse Treatment Facility and State Prison at Corcoran	(559) 992-7100	900 Quebec Avenue Corcoran, CA 93212
28	SCC	Sierra Conservation Center	(209) 984-5291	5100 O'Byrnes Ferry Road Jamestown, CA 95327
29	SOL	California State Prison, Solano	(707) 451-0182	2100 Peabody Road Vacaville, CA 95696
30	SQP	California State Prison, San Quentin	(415) 454-1460	1 Main Street San Quentin, CA 94964
31	SVSP	Salinas Valley State Prison	(831) 678-5500	31625 Highway 101 Soledad, CA 93960
32	VSPW	Valley State Prison for Women	(559) 665-6100	21633 Avenue 24 Chowchilla, CA 93610
33	WSP	Wasco State Prison and Reception Center	(661) 758-8400	701 Scofield Avenue Wasco, CA 93280

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EXHIBIT 3-A2

ADULT INSTITUTION IWTS EQUIPMENT

		INMATE PHONES AND RELATED EQUIPMENT							LIVE MONITORING TERMINALS		INVESTIGATIVE WORKSTATIONS	
	Facility	**Phones**	**Cut-off Switches**	**Booths**	**Wall Enclosures**	**Pedestals**	**Pedestals with Enclosure**	**TTYs**	**Computers**	**Laptops**	**Work stations**	**LAN Extenders**
1	ASP	105	0	0	99	2	0	4	0	6	4	0
2	CAL	88	0	0	0	0	0	1	20	0	1	CAL
3	CCC	42	0	21	19	0	0	1	9	0	4	0
4	CCI	64	0	18	0	0	0	5	9	0	5	0
5	CCWF	82	0	0	82	0	0	5	0	16	5	0
6	CEN	96	0	0	0	0	0	1	26	0	5	CEN
7	CIM	56	18	2	48	1	0	8	4	0	5	0
8	CIW	29	29	26	3	0	0	1	3	0	5	0
9	CMC	38	0	29	0	0	0	2	0	12	3	0
10	CMF	39	0	9	0	0	0	12	3	0	5	0
11	COR	95	0	0	0	0	0	5	0	20	5	0
12	CRC	104	2	0	0	0	0	3	8	0	3	0
13	CTF	95	0	0	95	0	0	4	6	0	5	CTF
14	CVSP	54	0	0	0	0	0	2	3	0	5	0
15	DVI	24	0	4	0	14	4	2	5	0	5	0
16	FSP	59	0	4	29	0	4	2	4	0	5	FSP
	FTTF	12	0	0	0	0	0	1	0	0	1	0
17	HDSP	103	0	0	0	0	0	5	28	0	5	HDSP
18	ISP	94	0	1	0	0	0	2	25	0	5	0
19	KVSP	113	0	0	0	0	0	2	0	33	5	0
20	LAC	91	0	3	2	2	0	3	23	0	4	LAC
21	MCSP	80	0	0	0	0	0	5	17	0	4	0
22	NKSP	34	0	2	2	0	0	1	0	6	3	0
23	PBSP	95	0	0	2	2	0	2	17	0	5	GTL

EXHIBIT 3-A2
ADULT INSTITUTION IWTS EQUIPMENT (CONTINUED)

		INMATE PHONES AND RELATED EQUIPMENT							LIVE MONITORING TERMINALS		INVESTIGATIVE WORKSTATIONS	
	Facility	**Phones**	**Cut-off Switches**	**Booths**	**Wall Enclosures**	**Pedestals**	**Pedestals with Enclosure**	**TTYs**	**Computers**	**Laptops**	**Work stations**	**LAN Extenders**
24	PVSP	94	0	0	0	0	0	3	0	25	5	0
25	RJD	70	0	0	0	0	0	6	16	0	5	GTL
26	SAC	75	0	0	0	0	0	1	4	0	2	0
27	SATF	181	0	0	0	0	0	8	26	0	5	0
28	SCC	49	0	24	0	0	0	3	5	0	3	GTL
29	SOL	105	0	0	0	0	0	2	0	14	2	GTL
30	SQP	82	0	12	5	0	0	2	0	10	2	GTL
31	SVSP	103	0	0	0	0	0	7	25	0	5	0
32	VSPW	65	0	0	0	0	0	5	0	16	4	0
33	WSP	34	0	2	0	0	0	1	0	7	5	0
	TOTALS:	2550	49	157	386	21	8	110	286	165	140	11

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EXHIBIT 3-B1

CDF/CDCR ADULT CAMP LOCATIONS

	Camp	Main Telephone Number	Address	City	Zip Code
1	ACTON	(661) 268-0113	8800 Soledad Canyon Road	Acton	93510
2	ALDER	(707) 482-4511	1400 Alder Camp Road	Klamath	95548
3	ANTELOPE	(530) 257-2181	711045 Center Road	Susanville	96127
4	BASELINE	(209) 984-4464	16809 Peoria Flat Road	Jamestown	95327
5	BAUTISTA	(951) 927-3600	33015 Bautista Road	Hemet	92544
6	BEN LOMOND	(831) 423-1652	13575 Empire Grade Road	Santa Cruz	95060
7	CHAMBERLAIN CREEK	(707) 964-3518	15800 Highway 20	Fort Bragg	95437
8	CUESTA CAMP	(805) 547-7971	Highway 1 North	San Luis Obispo	93409
9	DEADWOOD	(530) 468-2633	17148 McAdams Creek Road	Fort Jones	96032
10	DELTA	(707) 425-4878	6246 Lambie Road	Suisun City	94585
11	DEVILS GARDEN	(530) 233-3553	Crowder Flat Road	Altura	96101
12	EEL RIVER	(707) 923-2755	3850 Redwood Drive	Redway	95560
13	FENNER CANYON	(661) 944-0173	25900 Big Rock Creek Road	Valyermo	93563
14	FRANCISQUITO	(661) 296-4409	35100 North San Francisquito Canyon Rd	Santa Clarita	91390
15	GABILAN	(831) 678-1873	Highway 101N	Soledad	93960
16	GROWLERSBURG	(530) 333-4244	5440 Longview Lane	Georgetown	95634
17	HIGH ROCK	(707) 946-2343	23322 Avenue of the Giants	Weott	95571
18	INTERMOUNTAIN	(530) 294-5361	22 Foothill Road	Bieber	96009
19	ISHI	(530) 597-2846	30500 Plum Creek Road	Paynes Creek	96075
20	JULIUS KLEIN	(626) 910-1213	22550 East Fork Road	Azusa	91702
21	KONOCTI	(707) 994-2437	13044 Highway 29	Lower Lake	95457
22	LA CIMA	(760) 765-3085	15108 Sunrise Highway	Julian	92036
23	MALIBU	(310) 457-2253	1250 South Encinal Canyon Road	Malibu	90265
24	MCCAIN VALLEY	(619) 766-4393	2550 McCain Valley Road	Boulevard	91905
25	MIRAMONTE	(559) 336-2313	49039 Orchard Drive	Miramonte	93641
26	MOUNT BULLION	(209) 742-5494	5730 Mount Bullion Access Road	Mariposa	95338
27	MOUNT GLEASON	(661) 947-7784	26650 North Angeles Forest Hwy	Palmdale	93550
28	MOUNTAIN HOME	(559) 539-2334	45260 Bear Creek Road	Springville	93265

EXHIBIT 3-B1
CDF/CDCR ADULT CAMP LOCATIONS (CONTINUED)

	Camp	Main Telephone Number	Address	City	Zip Code
29	OAK GLEN	(909) 797-0196	41100 Pine Bench Road	Yucaipa	92399
30	OWENS VALLEY	(760) 387-2686	2781 South Round Valley Road	Bishop	93514
31	PARLIN FORK	(707) 964-3766	23000 Highway 20	Fort Bragg	95437
32	PILOT ROCK	(909) 338-1950	6 miles north of Crestline Miller Canyon	Crestline	92325
33	PRADO	(909) 597-3917	14467 Central Avenue	Chino	91710
34	PUERTA LA CRUZ	(760) 782-3547	32363 Highway 79	Warner Springs	92086
35	RAINBOW	(760) 728-2554	8215 Rainbow Heights Road	Fallbrook	92028
36	SALT CREEK	(530) 833-5479	10655 Round Valley Rd	Paskenta	96074
37	SUGAR PINE	(530) 472-3027	15905 Sugar Pine Camp Road	Bella Vista	96008
38	TRINITY RIVER	(530) 286-2885	3325 Pettijohn Road	Lewiston	96052
39	VALLECITO	(209) 736-4922	3225 Six Mile Road	Angels Camp	95222
40	VALLEY VIEW	(530) 968-5107	3339 County Road 307	Elk Creek	95939
41	WASHINGTON RIDGE	(530) 265-4623	11425 Conservation Camp Road	Nevada City	95959

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EXHIBIT 3-B2

CDF/CDCR ADULT CAMP IWTS EQUIPMENT

		INMATE PHONES AND RELATED EQUIPMENT				LIVE MONITORING EQUIPMENT		INVESTIGATIVE WORKSTATIONS	
	CAMP	**PHONES**	**Cut-off Switches**	**Booths**	**Enclosure on Wall**	**Terminals**	**Speaker boxes**	**Workstations**	**Connection**
1	Acton	1	1	0	0		1	1	Auto Dialer
2	Alder	2	2	2	0		0	1	T1
3	Antelope[1]	2	2	2	0	1	0	0	VOIP
4	Baseline	2	0	2	0		0	1	T1
5	Bautista	4	4	0	4		0	1	Auto Dialer
6	Ben Lomond	4	4	4	0		4	1	T1
7	Chamberlain Creek	3	3	3	0		3	1	Direct Dial
8	Cuesta[2]	3	0	3	0	1	0	0	VOIP
9	Deadwood	2	2	2	0		0	1	T1
10	Delta	4	0	4	0		0	1	T1
11	Devil's Garden	2	2	2	0		2	1	T1
12	Eel River	6	6	0	6		0	1	T1
13	Fenner Canyon	4	4	4	0		0	1	Auto Dialer
14	Francisquito	1	0	1	0		0	1	T1
15	Gabilan	4	4	4	0		0	1	Auto Dialer
16	Growlersberg	3	0	3	0		0	1	T1
17	High Rock	4	4	0	4		0	1	T1
18	Intermountain	3	0	3	0		0	1	T1
19	Ishi	3	0	0	0		0	1	T1
20	Julius Klein	3	3	3	0		3	1	Auto Dialer
21	Konocti	4	4	4	0		4	1	Direct Dial
22	La Cima	3	0	3	0		0	1	Auto Dialer
23	Malibu	1	1	1	0		0	1	Auto Dialer

EXHIBIT 3-B2
CDF/CDCR ADULT CAMP IWTS EQUIPMENT (CONTINUED)

		INMATE PHONES AND RELATED EQUIPMENT				LIVE MONITORING EQUIPMENT		INVESTIGATIVE WORKSTATIONS	
	CAMP	PHONES	Cut-off Switches	Booths	Enclosure on Wall	Terminals	Speaker boxes	Workstations	Connection
24	McCain Valley	4	2	4	0		0	1	Auto Dialer
25	**Miramonte**	**1**	**1**	**1**	**0**		**0**	**1**	**Auto Dialer**
26	**Mount Bullion**	**2**	**2**	**0**	**2**		**0**	**1**	**Direct Dial**
27	**Mount Gleason**	**1**	**1**	**1**	**0**		**0**	**1**	**Auto Dialer**
28	**Mountain Home**	**2**	**2**	**0**	**2**		**0**	**1**	**Auto Dialer**
29	**Oak Glen**	**4**	**4**	**0**	**0**		**4**	**1**	**Auto Dialer**
30	**Owens Valley**	**2**	**2**	**0**	**2**		**2**	**1**	**Auto Dialer**
31	**Parlin Fork**	**4**	**4**	**4**	**0**		**4**	**1**	**Direct Dial**
32	**Pilot Rock**	**2**	**2**	**0**	**2**		**2**	**1**	**Direct Dial**
33	**Prado**	**1**	**1**	**0**	**1**		**0**	**1**	**Auto Dialer**
34	**Puerta La Cruz**	**2**	**2**	**2**	**0**		**0**	**1**	**Auto Dialer**
35	**Rainbow**	**1**	**1**	**1**	**0**		**0**	**1**	**Auto Dialer**
36	**Salt Creek**	**2**	**2**	**0**	**2**		**2**	**1**	**Auto Dialer**
37	**Sugar Pine**	**4**	**0**	**0**	**4**		**0**	**1**	**DSL**
38	**Trinity River**	**4**	**0**	**4**	**0**		**4**	**1**	**T1**
39	**Vallecito**	**1**	**1**	**0**	**1**		**1**	**1**	**T1**
40	**Valley View**	**2**	**2**	**2**	**0**		**2**	**1**	**T1**
41	**Washington Ridge**	**4**	**4**	**4**	**0**		**0**	**1**	**T1**
	TOTALS:	**111**	**79**	**77**	**30**	**2**	**36**	**39**	**---**

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EXHBIT 3-C1

ADDITIONAL ADULT FACILITY LOCATIONS

COMMUNITY CORRECTIONAL FACILITIES (CCF)

	IWTS ACRONYMS	FACILITY	MAIN TELEPHONE NUMBER	ADDRESS	CITY	ZIP CODE
1	BCCF	Baker	(760) 733-4352	10 Lakeview Drive	Baker	93209
2	CVMCCF	Central Valley Modified	(661) 792-3492	254 Taylor Avenue	McFarland	93250
3	DVMCCF	Desert View Modified	(760) 246-7446	10450 Rancho Road	Adelanto	92301
4	GSMCCF	Golden State Modified	(661) 792-3492	611 Frontage Road	McFarland	93250
5	LCCCF	Leo Chesney	(530) 695-3104	2800 Apricot Street	Live Oak	95953
6	MFCCF	McFarland	(661) 792-2063	120 Taylor Avenue	McFarland	93250
7	MVCCF	Mesa Verde	(661) 321-0026	425 Golden State Avenue	Bakersfield	93301

FEMALE OFFENDER PROGRAMS (FOP)

1	FRCCC	Female Rehabilitative Community Correctional Center	(661) 395-6320	1932 Jessie Street	Bakersfield	93305
2	FFFP	Fresno Family Foundation Program	(559) 268-4800	2855 West Whitesbridge Road	Fresno	93706
3	SFSFFP	Santa Fe Springs Family Foundation Program	(562) 946-7675	11121 Bloomfield Avenue	Santa Fe Springs	90670
4	SDFFP	San Diego Family Foundation Program	(858) 874-6599	3050 Armstrong Street	San Diego	92111

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EXHIBIT 3-C2

ADDITIONAL ADULT FACILITIES IWTS EQUIPMENT

COMMUNITY CORRECTIONAL FACILITIES

		INMATE PHONES AND RELATED EQUIPMENT					
	IWTS ACRONYMS	PHONES	CUT-OFF SWITCHES	WALL ENCLOSURES	PEDESTALS WITH ENCLOSURE	PORTABLE TTYS	INVESTIGATIVE WORKSTATIONS
1	BCCF	16	16	0	16	1	1
2	CVMCCF	24	24	0	0	0	1
3	DVMCCF	24	24	0	0	0	1
4	GSMCCF	24	24	0	0	0	1
5	LCCCF	8	8	4	0	0	1
6	MFCCF	8	8	0	0	1	1
7	MVCCF	24	24	0	0	1	1
	TOTALS:	128	128	4	16	3	7

FEMALE OFFENDER PROGRAMS

1	FRCCC	3	3	0	0	0	1
2	FFFP	3	3	3	0	0	0
3	SFS FFP	3	3	0	0	0	0
4	SD FFP	3	3	0	0	0	0
	TOTALS:	12	12	3	0	0	1

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EXHIBIT 3-D1

YOUTH FACILITY LOCATIONS

	IWTS YOUTH FACILITY ACRONYMS	YOUTH FACILITIES	MAIN TELEPHONE NUMBER	ADDRESS	CITY	ZIP CODE
1	HGSYCF	Heman G. Stark Youth Correctional Facility	(909) 606-5000	15180 Euclid Avenue	Chino	91710
2	NACYCF	N.A. Chaderjian Youth Correctional Facility	(209) 944-6400	7650 South Newcastle Road	Stockton	95213
3	OHCYCF	O.H. Close Youth Correctional Facility	(209) 944-6301	7650 South Newcastle Road	Stockton	95213
4	PGYCC	Pine Grove Youth Conservation Camp	(209) 296-7581	13630 Aquaduct-Volcano Road	Pine Grove	95665
5	PYCF	Preston Youth Correctional Facility	(209) 274-8106	201 Waterman Road	Ione	95640
6	SYCRCC	Southern Youth Correctional Reception Center and Clinic	(562) 868-9979	13200 S. Bloomfield Avenue	Norwalk	90650
7	VYCF	Ventura Youth Correctional Facility	(805) 485-7951	3100 Wright Road	Camarillo	93010

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EXHIBIT 3-D2

CDCR YOUTH FACILITY IWTS EQUIPMENT

		WARD TELEPHONES AND RELATED EQUIPMENT						INVESTIGATIVE WORKSTATIONS		
	Facility	**Phones**	**Cut-off Switches**	**Booths**	**Wall Enclosures**	**Pedestals**	**Pedestals with Enclosure**	**Works stations**	**Printer**	**Portable TTYs**
1	HGSYCF	47	47	0	0	0	0	0	0	1
2	NACYCF	24	24	0	0	24	0	0	0	1
3	OHCYCF	19	19	0	0	0	0	0	0	1
4	PGYCC	2	2	1	1	0	0	1	1	1
5	PYCF	15	15	0	0	15	0	0	0	1
6	SYCRCC	18	0	1	0	17	1	0	0	1
7	VYCF	24	4	2	0	0	0	0	0	1
	TOTALS:	149	111	4	1	56	1	1	1	7

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EXHIBIT 3-E

CDCR FIELD OFFICE LOCATIONS AND IWTS EQUIPMENT*

	CDCR FIELD OFFICES	MAIN TELEPHONE NUMBER AREA CODE AND PREFIX	CITY	ZIP CODE	INVESTIGATIVE WORKSTATION AND PRINTER
1	CDCR-HQ Administrator	(916) 255 -	Sacramento	95827	1
2	OCS – Fresno	(559) 445 -	Fresno	93706	1
3	OCS – Rancho Cordova	(916) 631 -	Rancho Cordova	95742	1
4	OCS – Rancho Cucamonga	(909) 484 -	Rancho Cucamonga	91730	1
5	OCS - Richmond	(510) 231 -	Richmond	94804	1
6	OCS – HQ	(916) 323 -	Sacramento	95811	1
7	OCS – San Diego	(619) 220 -	San Diego	92108	1
				Total:	7

*Specific phone numbers and addresses will be provided to IWTS 2 Contractor.

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EXHIBIT 3-F

CDCR ADULT INSTITUTIONS AND YOUTH FACILITIES MAP



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EXHIBIT 3-G

DOMESTIC CALL CHARGES (SL1)

SERVICE LEVEL 1
IWTS Equipment: Telephones and Cut-Off Switches

	COLLECT CALL CHARGES					
	7/1/08 through 6/30/09		7/1/09 through 6/30/10		7/1/10 through 1/31/11	
Call Types	Surcharge	Rate Per Minute	Surcharge	Rate Per Minute	Surcharge	Rate Per Minute
Local	$0.50	$0.019	$0.270	$0.027	$0.19	$0.019
IntraLATA	$0.50	$0.019	$0.270	$0.027	$0.19	$0.019
Inter LATA	$0.50	$0.019	$0.270	$0.027	$0.19	$0.019
Interstate	$3.95	$0.494	$2.120	$0.479	$1.52	$0.342

	COST OF A 15-MINUTE COLLECT CALL*		
	7/1/08 through 6/30/09	7/1/09 through 6/30/10	71/10 through 1/31/11
Local	$0.785	$0.675	$0.475
IntraLATA	$0.785	$0.675	$0.475
InterLATA	$0.785	$0.675	$0.475
Interstate	$11.360	$9.305	$6.650

*Cost does not include applicable local taxes and Federal Universal Service Fees.

CDCR Facilities that Use Service Level 1

Adult Facilities: Female Offender Programs (FOP) in Fresno, San Diego, and Santa Fe Springs
Youth Facilities: All Youth Facilities except for Pine Grove Youth Camp

Call Type Definitions

LATA – Local Access Transport Area. The California Public Utilities Commission has divided the State into Telephone Exchange Areas. (Some LATAs contain multiple area codes). A LATA map can be found at ftp://ftp.cpuc.ca.gov/ACMaps/CLR_SM.pdf.

IntraLATA – Calls made within a LATA in California
Inter LATA – Calls made between one LATA to another LATA within California
Interstate – Calls made from a LATA within California to another State

EXHIBIT 3-G

DOMESTIC CALL CHARGES (SL2)

SERVICE LEVEL 2
IWTS Equipment: Telephones, Cut-Off Switches, Monitoring & Recording

	COLLECT CALL CHARGES					
	7/1/08 through 6/30/09		7/1/09 through 6/30/10		7/1/10 through 1/31/11	
Call Types	Surcharge	Rate Per Minute	Surcharge	Rate Per Minute	Surcharge	Rate Per Minute
Local	$1.50	$0.063	$0.81	$0.081	$0.58	$0.058
IntraLATA	$1.50	$0.063	$0.81	$0.081	$0.58	$0.058
InterLATA	$2.00	$0.100	$1.08	$0.118	$0.77	$0.084
Interstate	$3.95	$0.509	$2.12	$0.479	$1.52	$0.342

	COST OF A 15-MINUTE COLLECT CALL*		
	7/1/08 through 6/30/09	7/1/09 through 6/30/10	71/10 through 1/31/11
Local	$2.445	$2.025	$1.450
IntraLATA	$2.445	$2.025	$1.450
InterLATA	$3.500	$2.850	$2.030
Interstate	$11.585	$9.305	$6.650

*Cost does not include applicable local taxes and Federal Universal Service Fees.

CDCR Facilities that Use Service Level 2

Adult Facilities: All Institutions and CDF/CDCR Camps
Other Adult Facilities: All Private Community Correctional Facilities and FOP in Bakersfield
Youth Facilities: Pine Grove Youth Camp

Call Type Definitions

LATA – Local Access Transport Area. The California Public Utilities Commission has divided the State into Telephone Exchange Areas. (Some LATAs contain multiple area codes). A LATA map can be found at ftp://ftp.cpuc.ca.gov/ACMaps/CLR_SM.pdf.

IntraLATA – Calls made within a LATA in California
InterLATA – Calls made between one LATA to another LATA within California
Interstate – Calls made from a LATA within California to another State

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EXHIBIT 3-H

INTERNATIONAL CALL CHARGES

All International calls are prepaid. The countries and current rate per-minute charges are provided in the table below.

Country	Rate Per-Minute*	Country	Rate Per-Minute*
Andorra	$ 1.00	Burkina Faso	$ 1.50
Angola	$ 1.50	Burma (Myanmar)	$ 1.00
Anguilla	$ 1.50	Burundi	$ 1.00
Antarctica (Casey)	$ 2.00	Cambodia	$ 1.50
Antarctica (Scott)	$ 2.00	Cameroon	$ 1.50
Antigua (Including Barbuda)	$ 1.00	Canada	$ 0.75
Argentina	$ 1.00	Cape Verde Islands	$ 1.50
Armenia	$ 1.00	Cayman Islands	$ 1.50
Aruba	$ 1.00	Central African Republic	$ 1.50
Ascension Island	$ 2.00	Chad, R.of	$ 1.50
Australia	$ 1.00	Chile	$ 1.00
Austria	$ 1.00	China, P.R.of	$ 1.00
Azerbaijan	$ 1.50	Christmas & Cocos Islands	$ 1.50
Bahamas	$ 1.50	Colombia	$ 0.75
Bahrain	$ 1.50	Comoros, Federal and Islamic Republic of	$ 1.50
Bangladesh, P.R.of	$ 1.50		
Barbados	$ 1.50	Congo, R.of	$ 1.00
Belarus	$ 1.50	Cook Islands	$ 1.50
Belgium	$ 1.00	Costa Rica	$ 0.75
Belize	$ 1.50	Croatia, R.of	$ 1.00
Benin, P.R.of	$ 1.50	Cuba	$ 2.00
Bermuda	$ 1.50	Cyprus	$ 1.00
Bhutan	$ 1.50	Czech Republic	$ 1.50
Bolivia	$ 1.00	Denmark	$ 0.75
Bosnia-Herzegovina,R.of	$ 1.50	Diego Garcia	$ 2.00
Botswana	$ 1.50	Djibouti, R.of	$ 2.00
Brazil	$ 0.75	Dominica	$ 1.50
British Virgin Islands (Including Anegada, Camanoe Island, Guana Island, Jost Van Dyke, Little Thatch, Marina Cay, Mosquito Island, North Sound, Peter Island, Tortola and Virgin Gorda)	$ 1.50	Dominican Republic	$ 1.00
		East Timor	$ 2.00
		Ecuador	$ 1.50
		Egypt, Arab Republic of	$ 1.50
		El Salvador	$ 1.00
		Equatorial Guinea, R.of	$ 1.50
Brunei	$ 1.50	Eritrea	$ 1.50
Bulgaria	$ 1.50	Estonia	$ 1.50

*Rates do not include applicable taxes and fees.

EXHIBIT 3-H
INTERNATIONAL CALL CHARGES (CONTINUED)

Country	Rate Per-Minute*	Country	Rate Per-Minute*
Ethiopia	$1.50	Italy	$0.75
Faeroe Islands	$1.50	Ivory Coast, Republic of	
Falkland Islands	$2.00	French Guiana	$1.50
Federated States of Micronesia	$2.00	Jamaica	$1.50
Fiji Islands	$2.00	Japan (Including Okinawa)	$0.75
Finland	$0.75	Jordan	$1.00
France	$0.75	Kazakhstan	$1.50
French Antilles (Martinique, St.		Kenya, Republic of	$1.50
Barthelemy and St. Martin)	$1.00	Kiribati	$2.00
French Guiana	$1.00	Korea, North	$2.00
French Polynesia (Including the		Korea, South	$0.75
Islands of Moorea and Tahiti)	$1.50	Kuwait	$1.50
Gabon Republic	$1.50	Kyrgyzstan	$1.50
Gambia	$1.50	Laos	$1.50
Georgia	$1.50	Latvia	$1.50
Germany	$0.75	Lebanon	$1.50
Ghana	$1.00	Lesotho	$1.50
Gibraltar	$1.50	Liberia	$1.50
Greece	$1.00	Libyan Arab People's	
Greenland	$1.50	Socialist Jamahiriya	$2.00
Grenada (Including Carriacou)	$1.50	Liechtenstein	$1.00
Guadeloupe	$1.50	Lithuania	$1.50
Guam	$0.50	Luxembourg	$1.00
Guantanamo (U.S. Naval Base)	$2.00	Macao	$1.00
Guatemala	$1.50	Macedonia, Former	
Guinea-Bissau	$2.00	Yugoslav Republic of	$1.50
Guinea, People's Revolutionary		Madagascar, Democratic	
Republic	$1.50	Republic of	$2.00
Guyana	$1.50	Malawi	$1.50
Haiti	$1.50	Malaysia	$1.00
Honduras	$1.50	Maldives, Republic of	$1.50
Hong Kong	$0.75	Mali, Republic of	$1.50
Hungary	$1.00	Malta, Republic of	$1.50
Iceland	$1.00	Marshall Islands	$1.50
India	$1.00	Mauritania, Islamic Republic of	$2.00
Indonesia	$1.50	Mauritius	$2.00
Iran	$1.50	Mayotte Island	$1.50
Iraq	$1.50	Mexico	$0.75
Ireland	$0.75	Moldova	$1.50
Israel	$1.00	Monaco	$1.00

* Rates do not include applicable taxes and fees.

EXHIBIT 3-H
INTERNATIONAL CALL CHARGES (CONTINUED)

Country	Rate Per-Minute*	Country	Rate Per-Minute*
Mongolian People's Republic	$1.50	Reunion Island	$2.00
Montserrat	$1.50	Romania, Socialist Republic of	$1.50
Morocco, Kingdom of	$1.50	Russia	$1.00
Mozambique	$1.50	Rwanda	$1.50
Namibia	$1.50	San Marino	$1.00
Nauru	$3.00	Sao Tome	$3.00
Nepal	$1.50	Saudi Arabia	$1.50
Netherlands	$0.75	Senegal Republic	$2.00
Netherlands Antilles (Bonaire, Curacao, Saba, St. Eustatius and St. Maarten)	$1.00	Seychelles Islands	$2.00
Nevis	$1.50	Sierra Leone	$2.00
New Caledonia	$2.00	Singapore, Republic of	$0.75
New Zealand (Including Chatham Island)	$0.75	Slovakia	$1.00
		Slovenia, Republic of	$1.00
Nicaragua	$1.00	Solomon Islands	$3.00
Niger, Republic of	$1.50	Somali Republic	$1.50
Nigeria, Federal Republic of	$1.50	South Africa, Republic of	$1.00
Niue	$3.00	Spain (Including Balearic Islands, Canary Islands, Ceuta and Melilla)	$0.75
Norfolk Island	$1.50		
Norway (Including Svalbard)	$0.75		
Oman	$1.50	Sri Lanka, Democratic Socialist Republic of	$2.00
Pakistan	$1.50	St. Helena	$3.00
Palau, Republic of	$2.00	St. Kitts	$1.50
Panama, Republic of	$0.75	St. Lucia	$1.50
Papua New Guinea (Admiralty Islands, Bougainville, New Britain and New Ireland)	$2.00	St. Pierre & Miquelon	$1.50
		St. Vincent and The Grenadines	$1.50
		Sudan	$1.50
Paraguay	$1.00	Suriname, Republic of	$1.50
Peru	$1.00	Swaziland	$1.50
Philippines	$1.00	Sweden	$0.75
Poland, People's Republic of	$1.00	Switzerland	$0.75
Portugal (Including Azores and Madeira Islands)	$0.75	Syrian Arab Republic	$1.50
Puerto Rico	$0.50	Taiwan	$0.75
Qatar	$1.50	Tajikistan	$1.50

*Rates do not include applicable taxes and fees.

EXHIBIT 3-H
INTERNATIONAL CALL CHARGES (CONTINUED)

Country	Rate Per-Minute*
Tanzania	$2.00
Thailand	$1.00
Togo, Republic of	$2.00
Tonga Islands	$2.00
Trinidad & Tobago, Democratic Republic of	$2.00
Democratic Republic of Tunisia	$2.00
Turkey	$1.00
Turkmenistan	$1.50
Turks & Caicos Islands	$1.50
Tuvalu	$2.00
Uganda	$1.50
Ukraine	$1.50
United Arab Emirates (Abu Dhabi, Ajman, Dubai, Fujairah, Ras al Khaimah, Sharjah and Umm al Qaiwain)	$1.50
United Kingdom (Including the Channel Islands, England, Isle of Man, Northern Ireland, Scotland and Wales)	$0.75
USVI	$0.50
Uruguay	$1.00
Uzbekistan	$1.50
Vanuatu, Republic of	$3.00
Vatican City	$0.75
Venezuela	$0.75
Vietnam, Socialist Republic of	$1.50
Wallis & Fortuna Islands	$3.00
Western Samoa	$2.00
Yemen, Republic of (Including Aden & Almahrah)	$1.50
Yugoslavia, Federal Republic of	$1.50
Zaire, Republic of $1.50	$1.50
Zambia $1.50	$1.50
Zimbabwe $1.50	$1.50
Global Satellite Service $13.00 (Includes 8816,8817 and 88216)	$13.00

*Rates do not include applicable taxes and fees.

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EXHIBIT 3-I

IWTS CALL CONTROL SYSTEM CLASSIFICATIONS

	ON-SITE ADULT INSTITUTIONS	OFF-SITE WITH RECORDING AND MONITORING	OFF-SITE WITHOUT RECORDING OR MONITORING	OFF-SITE FIELD OFFICES
CDCR FACILITIES	Institutions	CDF/CDCR Fire Camps, CCFs, one (1) FOP & one (1)Youth Camp	All Youth Facilities and Select FOPs	CDCR Field Offices
Service Level	2	2	1	N/A
Call control equipment	Some equipment On-site	Off-site	Off-site	N/A
Recordings Storage	On-site for 365 days	Off-site for 365 days	N/A	N/A
Archived Calls Stored by Contractor after 365 days	At Contractor's Centralized Database in Sacramento, CA	At Contractor's Centralized Database in Sacramento, CA	N/A	N/A
Live Monitoring	Live Monitor Terminals and/or Investigative Workstations	Investigative Workstations and/or Speaker boxes	N/A	Investigative Workstation
Hardware used to turn phones on and off	Cut-off switches are used at CIM & CIW Live Monitoring Terminals at most locations	Most locations use cut-off switches and/or Investigative Workstations	Most locations use cut-off switches	N/A

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EXHIBIT 3-J

CDCR 2008 CALL VOLUME SUMMARY

		Total		Local		IntraLATA		InterLATA		Interstate		International	
		Calls	Minutes	Calls	Minutes	Calls	Minutes	Calls	Minutes	Calls	Minutes	Calls	Minutes
Jan-2008	Adult	682,014	8,075,681	24,921	288,222	165,670	1,972,563	462,292	5,479,725	28,471	327,243	660	7,928
	Youth	29,626	345,975	2,465	28,185	9,947	114,375	16,992	200,895	222	2,520	-	-
	Total:	**711,640**	**8,421,656**	**27,386**	**316,407**	**175,617**	**2,086,938**	**479,284**	**5,680,620**	**28,693**	**329,763**	**660**	**7,928**
Feb-2008	Adult	688,847	8,197,645	26,103	305,302	171,307	2,051,549	461,840	5,496,475	28,897	335,890	700	8,429
	Youth	28,793	336,116	2,583	29,720	9,166	105,172	16,832	198,675	212	2,549	-	-
	Total:	**717,640**	**8,533,761**	**28,686**	**335,022**	**180,473**	**2,156,721**	**478,672**	**5,695,150**	**29,109**	**338,439**	**700**	**8,429**
Mar-2008	Adult	629,149	7,496,460	24,654	287,062	156,621	1,884,546	420,734	5,010,227	26,488	306,629	652	7,996
	Youth	25,600	297,929	2,235	24,937	7,961	90,159	15,185	180,307	219	2,526	-	-
	Total:	**654,749**	**7,794,389**	**26,889**	**311,999**	**164,582**	**1,974,705**	**435,919**	**5,190,534**	**26,707**	**309,155**	**652**	**7,996**
Apr-2008	Adult	627,110	7,455,236	23,630	273,229	148,272	1,770,386	429,742	5,115,507	24,890	288,965	576	7,149
	Youth	27,730	321,138	2,554	28,114	8,582	96,609	16,432	194,589	162	1,826	-	-
	Total:	**654,840**	**7,776,374**	**26,184**	**301,343**	**156,854**	**1,866,995**	**446,174**	**5,310,096**	**25,052**	**290,791**	**576**	**7,149**
May-2008	Adult	671,480	8,036,077	25,068	290,796	168,804	2,034,288	447,758	5,361,469	28,994	339,072	856	10,452
	Youth	26,582	304,404	2,153	22,580	8,322	92,593	15,884	186,696	223	2,535	-	-
	Total:	**698,062**	**8,340,481**	**27,221**	**313,376**	**177,126**	**2,126,881**	**463,642**	**5,548,165**	**29,217**	**341,607**	**856**	**10,452**
Jun-2008	Adult	680,596	8,191,791	27,090	318,403	165,497	2,000,052	459,184	5,534,873	28,143	330,269	682	8,194
	Youth	24,501	285,625	2,230	23,236	7,513	85,946	14,582	174,387	176	2,056	-	-
	Total:	**705,097**	**8,477,416**	**29,320**	**341,639**	**173,010**	**2,085,998**	**473,766**	**5,709,260**	**28,319**	**332,325**	**682**	**8,194**

EXHIBIT 3-J
CDCR 2008 CALL VOLUME SUMMARY (CONTINUED)

		Total		Local		IntraLATA		InterLATA		Interstate		International	
		Calls	**Minutes**	**Calls**	**Minutes**	**Calls**	**Minutes**	**Calls**	**Minutes**	**Calls**	**Minutes**	**Calls**	**Minutes**
Jul-2008	Adult	675,797	8,136,580	29,017	342,365	166,780	2,017,809	450,823	5,431,922	28,448	335,449	729	9,035
	Youth	22,456	259,614	2,079	22,374	7,733	88,661	12,431	146,183	213	2,396	-	-
	Total:	**698,235**	8,396,194	31,096	364,739	174,513	2,106,470	463,254	5,578,105	28,661	337,845	729	-,035
Aug-2008	Adult	671,296	8,099,746	28,747	336,399	168,977	2,048,323	443,974	5,364,538	28,851	341,180	747	9,306
	Youth	25,013	290,266	2,096	22,247	8,186	95,011	14,563	170,953	168	2,055	-	-
	Total:	696,309	8,390,012	30,843	358,646	177,163	2,143,334	458,537	5,535,491	29,019	343,235	747	9,306
Sep-2008	Adult	667,552	8,077,186	28,483	334,276	165,514	2,015,734	444,270	5,380,899	28,460	335,927	825	10,350
	Youth	23,554	272,380	2,023	22,020	7,290	83,563	14,085	165,041	156	1,756	-	-
	Total:	691,106	8,349,566	30,506	356,296	172,804	2,099,297	458,355	5,545,940	28,616	337,683	825	10,350
Oct-2008	Adult	662,993	8,035,490	28,085	329,749	158,371	1,926,390	447,833	5,439,592	27,891	329,977	813	9,782
	Youth	22,659	263,212	1,882	20,258	7,328	84,424	13,293	156,685	156	1,845	-	-
	Total:	685,652	8,298,702	29,967	350,007	165,699	2,010,814	461,126	5,596,277	28,047	331,822	813	9,782
Nov-2008	Adult	677,359	8,216,685	28,227	332,843	151,697	1,841,517	468,925	5,704,762	27,760	328,836	750	8,727
	Youth	21,753	250,979	1,796	19,216	6,926	79,425	12,866	150,470	165	1,868	-	-
	Total:	699,112	8,467,664	30,023	352,059	158,623	1,920,942	481,791	5,855,232	27,925	330,704	750	8,727
Dec-2008	Adult	726,578	8,815,905	30,245	357,700	170,091	2,062,748	493,273	6,003,226	32,243	383,677	726	8,554
	Youth	21,666	249,721	1,712	17,863	6,765	76,616	13,001	152,940	188	2,302	-	-
	Total:	748,244	9,065,626	31,957	375,563	176,856	2,139,364	506,274	6,156,166	32,431	385,979	726	8,554
2008 Total Volume:		8,360,704	100,311,841	350,078	4,077,096	2,053,320	24,718,459	5,606,794	67,401,036	341,796	4,009,348	8,716	105,902

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SECTION 4

PROPOSED SERVICES

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SECTION 4

PROPOSED SERVICES

4.1 INTRODUCTION

The State is soliciting an Inmate/Ward Telephone System 2 (IWTS 2) for a five (5) year service period and, at the State's sole option to extend the Agreement, three (3) additional one (1) year periods. The California Department of Corrections and Rehabilitation (CDCR) will continue to use the IWTS 2 for Domestic and International telephone services for adult and youth offenders. The Contractor will be responsible for a complete and all inclusive service offering at no cost to the State. The Contractor's revenue to support all the requirements in this IFB will be derived only from the one time setup fee for prepaid accounts and the "per minute" rate billed to the called parties. Throughout this IFB, the term "End-User" refers to called parties (family and friends) that receive calls and inmate/wards that place calls. Wherever appropriate, called parties and inmate/wards are referred to separately.

The technical requirements for the Bidder's response are detailed in Section 6, Technical Requirements. Exhibit 3-J, CDCR 2008 Call Volume Summary, provides a historical view of the number of calls and billable minutes during calendar year 2008. Call volumes are not expected to differ appreciably in the future, but the Contractor will accept full risk with respect to State required deployment requirements and billable call volumes. The quantities of components that are anticipated to be deployed at each facility are detailed in Exhibits 4-A through Exhibit 4-G.

Section 6, Technical Requirements, describes the technical requirements of the IWTS 2 telephone service with associated support and the State requirements to manage the IWTS 2 calls. Section 6, Technical Requirements, also describes the technical requirements of the IWTS 2 solution that will provide the CDCR with the ability to live monitor, record, investigate and administer the IWTS 2 calls. The intent of this IFB is to describe all of the requirements to be met by the Contractor but not to define exactly how the Bidder is to configure their solution.

The IWTS 2 Telephone System incorporates, among other components:

1) Telephones and associated hardware used by inmates and wards;

2) Network services to support the IWTS 2 calling requirements;

3) Call setup, announcements, and control functions;

4) Call costing mechanisms;

5) Called party billing services; and

6) Called party support services.

The tools and functional requirements of the IWTS 2 solution shall include, among other components;

1) Live Monitoring Terminals and Investigative Workstations used by CDCR authorized staff;

2) Call monitoring and recording capability;

3) Network services to support the live monitoring, investigative and administrative requirements;

4) Database management of the call records and recorded conversations; and,

5) Support and training for the CDCR staff that will be using the IWTS 2 solution.

4.2 DOMESTIC AND INTERNATIONAL CALL CHARGES

End-users will have the option to receive collect or prepaid domestic calls. With the exception of the one time set up fee for prepaid accounts, all fees have been eliminated and are not allowed. International calls will continue to be prepaid.

4.3 PROPOSED RATE STRUCTURE

The proposed rate structure is described in detail in Section 7, Cost. The Service Levels described in Section 3.3, Domestic Call Structure, will be eliminated. Rates will no longer be different for facilities that elect not to record calls. The cost of an adult or youth call will be based upon the call rates proposed and will not be different whether the call is recorded or not recorded.

The rates will be categorized as collect adult rates, collect youth rates, prepaid adult rates, and prepaid youth rates. There will be three different call types: Intrastate (local, intraLATA, interLATA), Interstate, and International. The rates will be all inclusive and be charged by a per Conversation Minute. The all inclusive rate per minute shall be completely loaded to include equipment, software, taxes, labor, out-of pocket, add-on fees, administrative, bill statement fees, service fees, user fees, system access fees, plan fees, transaction fees, change fees, processing fees, overhead fee, management fee, wireless service fees, termination fees, and refund fees.

4.4 IWTS 2 CDCR FACILITIES AND ANTICIPATED LOCATIONS AND EQUIPMENT

Section 3, Current Services, provides details on the current IWTS environment including the quantity of each major hardware component as of May 2009. The State does not envision major changes to this environment in the foreseeable future. The anticipated equipment configurations and associated quantities for each facility are provided in Exhibits 4-A through Exhibits 4-G. These are the anticipated quantities of configurations required throughout the term of the Agreement; however, the State cannot guarantee that there will not be changes to the quantities required.

It is the Contractor's responsibility to provide all the equipment, features and functionalities necessary for a complete and working system at no cost to the State regardless of whether the quantity of equipment required by the State changes. Rates and one time setup fee shall not increase throughout the term of the contract regardless of fluctuation in annual usage.

4.4.1 ADULT FACILITIES

4.4.1.1 Institutions and CDF/CDCR Camps

The number of adult institutions and camps may increase or decrease within the term of the IWTS 2 Agreement based upon activation or deactivation of facilities to accommodate inmate population changes and/or changes to CDCR operations and programs.

4.4.1.2 CDCR Additional Adult Facilities

4.4.1.2.1 Community Correctional Facilities (CCF)

All CCF new contracts will require the use of the IWTS 2 for inmate telephone services. The number of Community Correctional facilities (CCFs) will increase to include at the least, the six (6) publicly owned CCFs when their contracts expire. These locations have been identified in Exhibits 4-D1 and 4-D2.

4.4.1.2.2 Female Offender Programs (FOP)

Female Offender Program (FOP) locations will be added if new FOPs contracts are awarded.

4.4.2 YOUTH FACILITIES

The number of youth facilities may increase or decrease within the term of the IWTS 2 Agreement based upon activation or deactivation of facilities to accommodate ward population changes and/or CDCR operations and programs. The significant change is that youth facilities may record and may monitor ward calls. This change may require IWTS workstations installed at some youth facilities.

4.4.3 CDCR FIELD OFFICES

The number of CDCR field office locations that require IWTS 2 Investigative Workstations will increase within the term of the IWTS 2 Agreement. At the least, the Office of Internal Affairs (OIA) and Office of Peace Officer Standards Background Investigations (OPOS-BI) Field Offices will require IWTS 2 hardware, software, and networking equipment for Investigative Workstations. There may be more field offices added, when determined necessary. Due to the confidentiality of their locations, the specific address and telephone numbers of these locations will be shared with the IWTS 2 Contractor. The information that can be shared at this time (the city, zip code, area code and prefix of the main telephone number) can be found in Exhibit 4-G, New CDCR Field Office Locations Anticipated Equipment.

4.4.4 REPLACEMENT OF ALL IWTS 2 EQUIPMENT

All IWTS equipment will be replaced with new equipment in the IWTS 2 Agreement. The proposed equipment is subject to CDCR testing and approval. The Bidder shall be prepared to provide CDCR with samples of their proposed telephone equipment that will be tested by the CDCR Design Standards Section to ensure the equipment is tamper-proof as described in Section 6.3.2.1. This equipment will be provided by the Bidder at the same time the Draft Bids are submitted. CDCR will be responsible for coordinating this task.

4.5 IWTS 2 CALL CONTROL SYSTEM CLASSIFICATIONS

The Bidder will provide their proposed solution to incorporate the IWTS 2 call control system, related equipment, and storage of recordings for the adult and youth facilities. There are five classifications: On-site Adult Institutions, On-site with Recording and Monitoring, Off-site with Recording and Monitoring, Off-site without Recording and Monitoring, Off-site Field Offices. A description of each classification is provided in Exhibit 4-H, IWTS 2 Call Control System Classifications.

4.6 IWTS 2 TELEPHONE SYSTEM COMPONENTS

The IWTS 2 Telephone System provides two basic functions; call placement and call billing/collection. Paramount to the functionality of IWTS 2 is that calls are controlled effectively, call completion is provided efficiently and billing/collection is completed accurately.

4.6.1 CALL CONTROL

Effective call control is a reflection of the ability to setup, live monitor and/or restrict each call to avoid the fraudulent use of the IWTS 2 Telephone System. Bidders are asked to detail in Section 6, Technical Requirements, how their solution provides the highest degree of call control.

4.6.2 IWTS 2 SERVICE AND SUPPORT

Among other criteria, bids will be evaluated on the ability to provide the highest degree of customer support to the called party at the lowest price. Since customer complaints are a reflection of customer satisfaction with the Contractor's quality of service, the quantity of complaints and degree of seriousness of the complaints reflect negatively on both the Contractor and the State. Customer complaints are often escalated to the CDCR, unnecessarily requiring staff resources to monitor, respond and resolve. Bidders shall describe their solution to the service and support challenges for IWTS 2 in their response to Section 6.3.6.

4.7 UNIQUE ASPECTS OF IWTS 2

This IFB includes several areas of functionality and cost factors that are different than the current IWTS contract. Significant changes from the current IWTS contract are detailed below.

4.7.1 CDCR-HEADQUARTERS (HQ) ADMINISTRATOR EQUIPMENT

The CDCR-HQ Administrator will require centralized IWTS 2 administrative hardware, software, networking and test system components to be installed in their office as described in Section 6.6.1, CDCR Administrative Control System. Due to the confidentiality of the location, the specific address and telephone number will be provided to the IWTS Contractor.

4.7.2 TELECOMMUNICATIONS DEVICES FOR THE DEAF (TDD/TTY)

The IWTS 2 vendor will provide all portable and fixed TDDs at CDCR facilities. The quantities vary by facility and may increase or decrease based upon changes to facility inmate/ward population and operations. The calls made from a portable or fixed TDD/TTY will be processed through the IWTS 2 network and will be recorded.

4.7.3 LOCAL AREA NETWORK (LAN) EXTENDERS

The IWTS 2 vendor will provide all LAN extenders at CDCR facilities. The anticipated quantities are included in Exhibit 4-A. This count is subject to change based upon the IWTS 2 vendor's solution and the location of the IWTS investigative workstations.

4.7.4 IWTS CALLS TO DESIGNATED HOT LINES

As described in Section 3.10, Ability to Call Designated Hot Lines, inmates and wards will continue to have the ability to call designated hot lines from any IWTS 2 telephone. There will be a change to how the calls are processed, stored, and accessed. The specific requirements can be found in Section 6.3.3.6.5, Designated CDCR Hot Lines – Calls Recorded, Section 6.3.3.6.6, Designated CDCR Hot lines – Calls Not Recorded, and Section 6.3.3.6.7, Calls to Other State Agencies' Hot Lines.

4.7.5 SERVICE LEVEL AGREEMENTS

The Contractor's quality of service is a key component of this IFB. The Contractor's services include everything from the planning and installation of the on-site IWTS 2 systems but also the 'back-end' systems that manage, control and support each of the components that make up the complete IWTS 2 solution. Bidders shall detail their commitments to provide all the components and requirements necessary for a complete and smoothly operating IWTS 2 solution in their response to Section 6, Technical Requirements. To support these commitments, this IFB details Service Level Agreements (SLAs) in Section 6.12, including remedies that the Bidder agrees to meet when the commitments are not met.

4.7.6 NO CONCESSION FEES TO THE STATE GENERAL FUND

Senate Bill 81 approved by the Governor in August 2007 eliminated annual concession fees paid by the IWTS Contractor to the State General Fund over four fiscal years. There are no concession fees in the IWTS 2 Agreement.

A Contract Administration Fee to the OCIO, as described in Section 4.10.1, will apply.

4.7.7 CONTRACTOR'S PRIMARY DATABASE STORAGE FACILITY

The Contractor's Primary Database Storage Facility will be required to be located within California. CDCR is the custodian of call recordings and call detail records and may visit this location to audit how the data is being stored.

4.7.8 STORAGE OF RECORDINGS ON-SITE FOR 365 DAYS

All CDCR facilities that have calls recorded will require the call detail records and recordings to be stored on-site for 365 days. This requirement includes adult prisons, camps, community correctional facilities, in addition to the female offender programs and youth facilities where IWTS Investigative Workstations are installed.

4.7.9 NO INMATE/WARD PERSONAL IDENTIFICATION NUMBERS (PINS)

This IFB does not include inmate/ward PINs. If CDCR chooses to use PINs, specifications, associated costs, and Agreement scope changes will be discussed with the Contractor and included in an amendment to the IWTS 2 Agreement.

4.8 TRANSITION SERVICES

The implementation of an IWTS solution involves a great deal of coordination and cooperative effort between the CDCR, the incoming Contractor and the outgoing Contractor. Section 6.15, Transition Requirements, details some of the requirements necessary for an effective transition process. It is impractical to detail all of the requirements that must occur for a smooth transition from one contract to another and in fact, it is each party's cooperative effort that will have the greatest affect on the process. Bidders are to detail their plan to meet the requirements of Section 6.15 and provide as seamless a transition as possible.

At the end of the IWTS 2 Agreement, during the transition process to IWTS 3, the State will take ownership of the IWTS 2 telephone equipment including all telephones, enclosures, and cut-off switches located at CDCR facilities. The Contractor will continue to maintain ownership and responsibility for all live monitoring, investigative and administrative components along with the appropriate transition and removal of that equipment.

4.9 COORDINATION EXPECTATIONS

The State desires to retain a finite set of core technology management functions, including strategic planning, quality assurance, and contract management. The State will retain authority over specific IWTS 2 functions as follows:

4.9.1 STRATEGIC AND OPERATIONAL PLANNING

The State will take primary responsibility and authority for technology planning with assistance from the Contractor. The Contractor is expected to assist in:

1) Development of goals and objectives;

2) Assessment of the current environment;

3) Analysis of alternatives;

4) Development of recommended directions and solutions;

5) Development of technology standards;

6) Development of implementation plans; and

7) Other areas as appropriate.

The State will also retain primary responsibility and authority (with assistance from the Contractor) over operational planning as it relates to the development and approval of initiatives that affect the Contractor's scope of services, and/or strategic directions of the State's technology environment and Agreement with the Contractor. This includes the statewide coordination and approval of specific departmental requests for service that are beyond the current scope of services provided by the Contractor or that directly modify the Service Level Agreements provided in Section 6.12.

4.9.2 TECHNOLOGY RETOOLING APPROVAL

The State retains the right to accept or reject any Contractor proposed technology update plan that changes the State IWTS 2 service system infrastructure. It is expected that the State and the Contractor will work closely together in the evaluation of new technology that the State deems cost prohibitive, unproven or that the State fears may endanger the reliability of critical communications.

4.9.3 BUSINESS PROCESS REENGINEERING

It is anticipated that the Contractor will propose, initiate, and conduct technology infrastructure changes that result in business process reengineering efforts at the State. The State will retain primary responsibility and authority over approving these efforts; and ensuring that performance metrics (including before and after) are accurately and appropriately developed.

4.9.4 CONTRACT MANAGEMENT

The State will be responsible for contract management. The Contractor will be responsible for all subcontracts.

4.9.5 THE STATE WILL BE RESPONSIBLE FOR MANAGING THE AGREEMENT. VALIDATION AND VERIFICATION

In addition to quality assurance efforts provided by the Contractor, the State will perform validation and verification activities over key project and operational processes. The functions designated above as retained authorities and primary responsibilities of the State will be performed by the State staff and/or independent consultants hired directly by the State as Independent Verification and Validation and (IV&V) contractors. The Contractor is expected to cooperate with such authorities.

4.10 CHARGES AND FEES

Bidders will provide their price quotations for all services in Section 7, Cost. The CDCR 2008 Call Volume Summary is detailed in Exhibit 3-J. The anticipated quantities of equipment for the IWTS 2 are detailed in Exhibits 4-A through Exhibits 4-G. The summary and quantities are being provided to assist the Bidder in determining their rates. Dependent on the needs of the State the Contractor will, at the States request provide an unknown amount of additional (or less) equipment during the term of the IWTS 2 during the Agreement period without a change in rates.

4.10.1 STATE CONTRACT ADMINISTRATION FEE

Bidders shall pay a State Contract Administration Fee to the State in the amount of $800,000.00 per year. This cost to the Contractor should be taken into account as Bidders prepare their response to Section 7, Cost. The monthly installment of the annual State Contract Administration Fee ($66,666.66) is due on the last day of each month during the term of the Agreement and any extensions thereof. During the first year of the Agreement, a pro-rated amount of the fee will be determined based on the date (as a percentage of the State's Fiscal Year) when the first CDCR facility is accepted by CDCR for IWTS 2 call processing. During the last month of the Agreement the State Administration Fee will be pro-rated from the first day of the month until the last day that an IWTS 2 call is made under the terms of the IWTS 2 Agreement.

There will be no concession or other fees associated with the IWTS 2 Agreement.

4.10.2 REDUCTION OF RATES

Section 6.12, Service Level Agreements (SLAs), details the benchmarks of service that the Contractor is expected to maintain throughout the term of the Agreement and the appropriate remedies. The Contractor's failure to meet the agreed to Service Levels may result in, but are not limited to, the lowering of the Conversation Minute Rates as detailed in Section 7.3.2, High Volume Run Rate Cost Adjustments.

EXHIBIT 4-A
ADULT INSTITUTIONS ANTICIPATED EQUIPMENT

		INMATE PHONES AND RELATED EQUIPMENT							LIVE MONITORING TERMINALS	INVESTIGATIVE WORKSTATIONS		
	IWTS Institution Acronym	Phones	Cut-off Switches	Booths	Wall Enclosures	Pedestals	Pedestals with Enclosure	TTYs	Terminals	Work stations	Printers	Local Area Network Extenders
1	ASP	105	0	0	99	2	0	4	6	4	2	1
2	CAL	88	0	0	0	0	0	1	20	1	2	1
3	CCC	42	0	21	19	0	0	1	9	4	2	1
4	CCI	64	0	18	0	0	0	5	9	5	2	1
5	CCWF	82	0	0	82	0	0	5	16	5	2	1
6	CEN	96	0	0	0	0	0	1	26	5	2	1
7	CIM	56	18	2	48	1	0	8	4	5	2	1
8	CIW	29	29	26	3	0	0	1	3	5	2	1
9	CMC	38	0	29	0	0	0	2	12	5	2	1
10	CMF	39	0	9	0	0	0	12	3	5	2	1
11	COR	95	0	0	0	0	0	5	20	8	2	2
12	CRC	104		0	0	0	0	3	8	5	2	1
13	CTF	95	0	0	95	1	0	4	6	5	2	2
14	CVSP	54	0	0	0	0	0	2	3	6	2	1
15	DVI	24	0	4	0	14	4	2	5	5	2	1
16	FSP FTTF	59 12	0 0	4 0	29 0	0 0	4 0	2 1	4 0	5 1	2 1	2 1
17	HDSP	103	0	0	0	0	0	5	28	5	2	2
18	ISP	94	0	1	0	0	0	2	25	5	2	0
19	KVSP	113	0	0	0	0	0	2	33	7	2	3
20	LAC	91	0	3	2	2	0	3	23	5	2	2
21	MCSP	80	0	0	0	0	0	5	17	5	2	2
22	NKSP	34	0	2	2	0	0	1	6	5	2	2
23	PBSP	95	0	0	2	2	0	2	17	3	2	2

EXHIBIT 4-A
ADULT INSTITUTIONS ANTICIPATED EQUIPMENT - CONTINUED

		INMATE PHONES AND RELATED EQUIPMENT							LIVE MONITORING TERMINALS	INVESTIGATIVE WORKSTATIONS		
	Institution	Phones	Cut-off Switches	Booths	Wall Enclosures	Pedestals	Pedestals with Enclosure	TTYs	Computers	Work stations	Printers	Local Area Network Extenders
24	PVSP	94	0	0	0	0	0	3	25	6	2	2
25	RJD	70	0	0	0	0	0	6	16	5	2	2
26	SAC	75	0	0	0	0	0	1	4	5	2	2
27	SATF	181	0	0	0	0	0	8	26	5	2	2
28	SCC	49	0	24	0	0	0	3	5	5	2	3
29	SOL	105	0	0	0	0	0	2	14	4	2	1
30	SQP	86	0	12	5	0	0	4	13	2	2	1
31	SVSP	103	0	0	0	0	0	7	26	5	2	2
32	VSPW	65	0	0	0	0	0	5	16	6	2	1
33	WSP	34	0	2	0	0	0	1	7	5	2	1
	TOTALS:	2554	47	157	386	22	8	117	455	162	67	50

EXHIBIT 4-B
CDF/CDCR ADULT CAMPS ANTICIPATED EQUIPMENT

		INMATE PHONES AND RELATED EQUIPMENT				LIVE MONITORING EQUIPMENT		INVESTIGATIVE WORKSTATION	
	Camp	Phones	Cut-off Switches	Booths	Enclosure on Wall	Terminals	Speaker boxes	Workstations	Printer
1	Acton	1	1	0	0	0	1	1	1
2	Alder	2	2	2	0	0	2	1	1
3	Antelope	2	2	2	0	1	0	0	0
4	Baseline	2	0	2	0	0	2	1	1
5	Bautista	4	4	0	4	0	4	1	1
6	Ben Lomond	4	4	4	0	0	4	1	1
7	Chamberlain Creek	3	3	3	0	0	3	1	1
8	Cuesta	3	0	3	0	1	0	0	0
9	Deadwood	2	2	2	0	0	2	1	1
10	Delta	4	0	4	0	0	4	1	1
11	Devil's Garden	2	2	2	0	0	2	1	1
12	Eel River	6	6	0	6	0	6	1	1
13	Fenner Canyon	4	4	4	0	0	4	1	1
14	Francisquito	1	0	1	0	0	1	1	1
15	Gabilan	4	4	4	0	0	4	1	1
16	Growlersberg	3	0	3	0	0	3	1	1
17	High Rock	4	4	0	4	0	4	1	1
18	Intermountain	3	0	3	0	0	3	1	1
19	Ishi	3	0	0	0	0	3	1	1
20	Julius Klein	3	3	3	0	0	3	1	1
21	Konocti	4	4	4	0	0	4	1	1

EXHIBIT 4-B
CDF/CDCR ADULT CAMPS ANTICIPATED EQUIPMENT - CONTINUED

		INMATE PHONES AND RELATED EQUIPMENT				LIVE MONITORING EQUIPMENT		INVESTIGATIVE WORKSTATION	
	CAMP	PHONES	Cut-off Switches	Booths	Enclosure on Wall	Terminals	Speaker boxes	Workstations	Printer
22	La Cima	3	0	3	0	0	3	1	1
23	Malibu	1	1	1	0	0	1	1	1
24	McCain Valley	4	2	4	0	0	4	1	1
25	Miramonte	1	1	1	0	0	1	1	1
26	Mount Bullion	2	2	0	2	0	2	1	1
27	Mount Gleason	1	1	1	0	0	1	1	1
28	Mountain Home	2	2	0	2	0	2	1	1
29	Oak Glen	4	4	0	0	0	4	1	1
30	Owens Valley	2	2	0	2	0	2	1	1
31	Parlin Fork	4	4	4	0	0	4	1	1
32	Pilot Rock	2	2	0	2	0	2	1	1
33	Prado	1	1	0	1	0	1	1	1
34	Puerta La Cruz	2	2	2	0	0	2	1	1
35	Rainbow	1	1	1	0	0	1	1	1
36	Salt Creek	2	2	0	2	0	2	1	1
37	Sugar Pine	4	0	0	4	0	4	1	1
38	Trinity River	4	0	4	0	0	4	1	1
39	Vallecito	1	1	0	1	0	1	1	1
40	Valley View	2	2	2	0	0	2	1	1
41	Washington Ridge	4	4	4	0	0	4	1	1
	TOTALS:	111	79	73	30	2	106	39	39

EXHIBIT 4-C
ADDITIONAL ADULT FACILITIES ANTICIPATED EQUIPMENT

COMMUNITY CORRECTIONAL FACILITIES

		INMATE PHONES AND RELATED EQUIPMENT					INVESTIGATIVE WORKSTATIONS
	IWTS ACRONYMS	PHONES	CUT-OFF SWITCHES	WALL ENCLOSURES	PEDESTALS WITH ENCLOSURE	TTYS	WORKSTATIONS
1	BCCF	16	16	0	16	1	2
2	CVMCCF	24	24	0	0	0	2
3	DVMCCF	24	24	0	0	0	2
4	GSMCCF	24	24	0	0	0	2
5	LCCCF	8	8	4	0	0	2
6	MFCCF	8	8	0	0	1	2
7	MVCCF	24	24	0	0	1	2
	TOTALS:	128	128	4	16	3	14

FEMALE OFFENDER PROGRAMS

1	FRCCC	3	3	0	0	0	2
2	FFFP	3	3	3	0	0	0
3	SFS FFP	3	3	0	0	0	0
4	SD FFP	3	3	0	0	0	0
	TOTALS:	12	12	3	0	0	2

EXHIBIT 4-D1
NEW ADULT FACILITY LOCATIONS ANTICIPATED

COMMUNITY CORRECTIONAL FACILITIES (CCF)

	IWTS ACRONYMS	CCF FACILITY	MAIN TELEPHONE NUMBER	ADDRESS	CITY	ZIP CODE
1	ACCF	Adelanto	(760) 246-3328	10400 Rancho Road	Adelanto	92301
2	CCC-CCF	Claremont Custody Center	(559) 935-0851	185 W. Gale Avenue	Coalinga	93210
3	DCCF	Delano	(661) 721-3270	2727 W. Industry Way	Delano	93216
4	LCCF	Lassen	(530) 251-5245	1405 Sheriff Cady Lane	Susanville	96130
5	SCCF	Shafter	(661) 746-8900	1150 E. Ash Avenue	Shafter	93268
6	TCCF	Taft	(661) 765-2840	330 Commerce Way	Taft	93268

EXHIBIT 4-D2
NEW ADULT FACILITIES ANTICIPATED EQUIPMENT

COMMUNITY CORRECTIONAL FACILITIES (CCF)

		INMATE PHONES AND RELATED EQUIPMENT					INVESTIGATIVE WORKSTATIONS
	IWTS ACRONYMS	PHONES	CUT-OFF SWITCHES	WALL ENCLOSURES	PEDESTALS WITH ENCLOSURE	TTYS	WORKSTATIONS
1	ACCF	28	28	0	0	0	1
2	CCC-CCF	23	23	23	0	0	1
3	DCCF	16	16	0	0	0	6
4	LCCF	8	8	0	0	0	1
5	SCCF	24	24	0	0	0	3
6	TCCF	24	24	0	0	0	4
	TOTALS:	123	123	23	0	0	16

EXHIBIT 4-E
YOUTH FACILITIES ANTICIPATED EQUIPMENT

		WARD TELEPHONES AND RELATED EQUIPMENT							INVESTIGATIVE WORKSTATIONS	
	IWTS Acronyms	Phones	Cut-off Switches	Booths	Wall Enclosures	Pedestals	Pedestals with Enclosure	TTYs	Workstations	Printer
1	HGSYCF	47	47	0	0	0	0	1	2	1
2	NACYCF	24	24	0	0	24	0	1	2	1
3	OHCYCF	19	19	0	0	0	0	1	2	1
4	PGYCC	2	2	1	1	0	0	1	2	1
5	PYCF	15	15	0	0	15	0	1	2	1
6	SYCRCC	18	18	1	0	17	1	1	2	1
7	VYCF	24	24	2	0	0	0	1	2	1
	TOTALS:	149	149	4	1	56	1	7	14	7

EXHIBIT 4-F
CDCR FIELD OFFICE ANTICIPATED EQUIPMENT*

	CDCR FIELD OFFICES	MAIN TELEPHONE NUMBER AREA CODE AND PREFIX	CITY	ZIP CODE	INVESTIGATIVE WORKSTATION AND PRINTER
1	CDCR-HQ Administrator	(916) 255 -	Sacramento	95827	1
2	OCS – Fresno	(559) 445 -	Fresno	93706	3
3	OCS – Rancho Cordova	(916) 631 -	Rancho Cordova	95742	2
4	OCS – Rancho Cucamonga	(909) 484 -	Rancho Cucamonga	91730	2
5	OCS - Richmond	(510) 231 -	Richmond	94804	2
6	OCS – HQ	(916) 323 -	Sacramento	95811	2
7	OCS – San Diego	(619) 220 -	San Diego	92108	2
				Totals:	14

*Specific phone numbers and addresses will be provided to IWTS 2 Contractor.

EXHIBIT 4-G
NEW CDCR FIELD OFFICE LOCATIONS ANTICIPATED EQUIPMENT

	CDCR Field Offices	Area Code and Prefix of Main Telephone Number	City	Zip Code	Investigative Workstations	Printers
1	Background Investigations, Fresno Office	(559) 445 -	Fresno	93706	1	1
2	Background Investigations, Covina Office	(626) 858-	Covina	91723	1	1
3	Background Investigations, Sacramento Office	(916) 255 -	Sacramento	95826	1	1
4	Background Investigations, Rancho Cucamonga Office	(909 944-	Rancho Cucamonga	91730	1	1
5	OIA – Central Region	(661) 335 -	Bakersfield	93309	2	1
6	OIA – Southern Region	(916) 484 -	Rancho Cucamonga	91730	2	1
7	OIA – HQ & Northern Region	(916) 255 -	Sacramento	95827	2	1
				Totals:	10	7

EXHIBIT 4-H
IWTS 2 CALL CONTROL SYSTEM CLASSIFICATIONS

	ON-SITE ADULT INSTITUTIONS	ON-SITE WITH RECORDING AND MONITORING	OFF-SITE WITH RECORDING AND MONITORING	OFF-SITE WITHOUT RECORDING OR MONITORING	OFF-SITE FIELD OFFICES
CDCR FACILITIES	Institutions	CDF/CDCR Fire Camps and/or CCFs, FOPs, Youth Facilities	Some CCFs, FOPs and Youth Facilities	Some Youth Facilities and FOPs	CDCR Field Offices
Call control equipment	Some equipment On-site	Off-site	Off-site	Off-site	N/A
Recordings Storage	On-site for 365 days	On-site for 365 days	Off-site for 365 days	N/A	N/A
Archived Calls Stored by Contractor after 365 days	At Contractor's Centralized Database in Sacramento, CA	At Contractor's Centralized Database in Sacramento, CA	At Contractor's Centralized Database in Sacramento, CA	N/A	N/A
Live Monitoring	Live Monitor Terminals and/or Investigative Workstations	Investigative Workstations and/or Speaker boxes	Investigative Workstations and/or Speaker boxes	N/A	Investigative Workstation
Hardware used to turn on and off phones	Some Locations may request cut-off switches Live Monitoring Terminals are used at most locations	May use cut-off switches and/or the Investigative Workstation	Most locations will use cut-off switches and/or Investigative Workstations	Most locations will use cut-off switches	N/A

SECTION 5

ADMINISTRATIVE REQUIREMENTS

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SECTION 5

ADMINISTRATIVE REQUIREMENTS

5.1 INTRODUCTION

In addition to meeting the all other requirements of this IFB, the Bidder must adhere to all of the mandatory administrative requirements of this section to be responsive. All requirements listed with an (M) are Mandatory and scored on a pass/fail basis. A "Fail" will result in a Bid being deemed non-responsive and, therefore, will be disqualified. Answering "No" to any of these requirements (M) will result in a Bid being deemed non-responsive and, therefore, will be disqualified. Section 9, Evaluation, contains the details for the evaluation methodology and scoring criteria.

5.2 BIDDER RESPONSIBILITY (M)

Prior to award of the Agreement, the State must be assured that the Bidder selected has all of the resources to successfully perform under the Agreement. These resources include, but are not limited to, adequate personnel who possess the required skills; equipment of appropriate type and in sufficient quantity; financial resources sufficient to complete performance under the Agreement; and, experience in similar endeavors. If, during the evaluation process, the State is unable to ensure itself of the Bidder's ability to perform under the Agreement, the State has the option of requesting from the Bidder any information that the State deems necessary to determine the Bidder's responsibility. If such information is required, the Bidder will be so notified and will be permitted five (5) State business days to submit the information requested in writing.

5.3 INSURANCE REQUIREMENTS (M)

5.3.1 WORKERS' COMPENSATION

The Bidder shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement, and agree to furnish the State satisfactory evidence thereof at the time the State may so request. The Bidder is required to sign Exhibit 5-A, Workers' Compensation Certification, and submit with the Bid response.

5.3.2 COMMERCIAL GENERAL LIABILITY

The Bidder shall maintain general liability with limits of not less than $1,000,000 per occurrence for bodily injury and property damage liability combined. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom a claim is made or suit is brought, subject to the Bidder's limit of liability. The Bidder shall agree to furnish the State satisfactory evidence thereof at any time the State may so request.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

5.3.3 ADDITIONAL REQUIRED INSURANCE PROVISIONS

1) Insurance companies must be acceptable to the Department of General services. If self-insured, review of financial information may be required.

2) Coverage shall be in force for the term of the Agreement. If the insurance expires during the term of the Agreement, a new certificate must be received by the State at least 10 calendar days prior to the expiration of the insurance. Any changes in insurance must still meet the terms of the original Agreement.

3) Insurance policies shall contain a provision that states the coverage will not be cancelled without 30 calendar day's prior written notice to the State.

4) The Bidder is responsible for any deductible or self-insured retention contained within the insurance program.

5) In the event the Bidder fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate the Agreement upon the occurrence of such event, subject to the provisions of the Agreement.

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

5.4 BOND REQUIREMENT (M)

Bidders must submit a Letter of Bondability from a surety admitted in California, which states the surety unconditionally offers to guarantee to the extent of $5,000,000, the Bidder's performance in all respects of the terms and conditions and provisions of the Agreement, and that within twenty-one (21) calendar days after the effective start date of the Agreement, the surety will execute the Performance Bond requirement. The letter must not include any cost figures.

NOTE: All Bidders must submit as described above with its Final Bid. Final Bids submitted without the above shall be considered non-responsive and the Bid shall be rejected.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

5.5 PAYEE DATA RECORD (STD 204) (M)

The Bidder must sign Exhibit 5-B, Payee Data Record, STD. 204, and submit with their Final Bid.

5.6 DARFUR CONTRACTING ACT

Not Applicable

5.7 DISABLED VETERANS BUSINESS ENTERPRISE (DVBE) PROGRAM

5.7.1 DVBE INCENTIVE

DVBE incentives will be applied pursuant to CCR, Title 2, §§ 1896.99.100 and 1896.99.120. The incentive will be applied during the evaluation process, and will only be applied to responsive bids from responsible bidders providing at least 3% DVBE participation. The incentive amount is based on a scale under which bidders obtaining higher levels of participation qualify for greater incentive amounts, according to Table 5.1 below. The minimum incentive amount for this IFB is 3%, with a maximum incentive amount of 5%.

Table 5.1 – DVBE Incentive Point Scale

Confirmed DVBE participation of:	DVBE Incentive:
5% or more	5%
4% or more, but less than 5%	4%
More than 3%, but less than 4%	3%

The incentive will be applied by reducing the bid price by the amount of incentive as computed from the lowest responsive bid submitted by a responsible bidder. The computation is for evaluation purposes only.

Application of the incentive shall not displace an award to a small business with a non-small business. If the lowest responsive bid is from a responsible California certified small business, the only bidders eligible for the incentive will be California certified small businesses.

THE INCENTIVE ADJUSTMENT CANNOT EXCEED 5% OR $100,000, WHICHEVER IS LESS, OF THE LOWEST RESPONSIVE BID PRICE FROM A RESPONSIBLE BIDDER.

All bidders must complete the Bidder Declaration GSPD-05-105 (REV 08/09). See Exhibit 5-C (http://www.documents.dgs.ca.gov/pd/poliproc/MASTEr-BidDeclar08-09.pdf). The completed form must be included as part of the bid response. When completing the declaration, Bidders must identify all subcontractors proposed for DVBE participation in the contract. The bidder awarded the contract is contractually obligated to use the subcontractors for the corresponding work identified unless the State agrees to a substitution and it is incorporated by amendment to the contract. (2 CCR § 1896.64(c).) If not using subcontractors, submit the form and indicate “NONE” in the appropriate section.

Bidders who are certified by California as a DVBE (or who are proposing rental equipment and have obtained the participation of subcontractors certified by California as a DVBE) must also complete and submit as part of the bid response, State of California form(s) STD. 843 (Disabled Veteran Business Enterprise Declaration). See **Exhibit 5-C** (http://www.documents.dgs.ca.gov/pd/poliproc/STD-843FillPrintFields.pdf.) All disabled veteran owners and disabled veteran managers of the DVBE(s) must sign the form(s).

5.8 CONTRACTOR’S LICENSE (M)

Contractors and Subcontractors performing cable and/or wiring installation work or structural modifications for the State are required to have the appropriate State Contractor's License. THE COMPANY SUBMITTING THE BID MUST HAVE THE APPROPRIATE LICENSE AS WELL AS ANY SUBCONTRACTORS. The License must be in the name of the company or the name of the "qualifying individual" of the company. Bidders are to complete Exhibit 5-D, Contractor’s License Information.

The Contractor shall pay the rate of wages for regular, overtime, and holiday work plus employer payments for benefits generally prevailing in the locality in which the work is performed, for all crafts, classifications or types of workmen used on State premises at the point of delivery by the Contractor for the assembly and installation of material purchased under this contract.

A Bid that does not contain the above information, or if the information is later proven false, shall be considered non responsive and rejected by the State.

5.9 PUBLIC WORKS REQUIREMENTS (M)

1) In accordance with the provisions of Section 1773 of the California Labor Code, the Contractor shall conform and stipulates to the general prevailing rate of wages, including employer benefits as defined in Section 1773.1 of the California Labor Code, applicable to the classes of labor to be used for public works such as at the delivery site for the assembly and installation of the equipment of materials purchased under the contract.

   Pursuant to Section 1770 of the California Labor Code, the Department of Industrial Relations has ascertained the general prevailing rate of wages in the county in which the work is to be done, to be as listed in the Department of Transportation booklet entitled General Prevailing Wage Rates. The booklet is required to be posted at the job site. Contact the Department of Industrial Relations, Prevailing Wage Unit at (415) 972-8628.

2) Prior to the commencement of performance, the Contractor must obtain and provide to the State, a payment bond, on STD 807 when the contract involves public works expenditure (labor/installation costs) in excess of $25,000.00. Such bond shall be in a sum not less than one-half the contract price for the public works portion of the labor/installation costs. Forms will be made available to the Contractor.

3) Each participating Bidder shall complete Exhibit 5-E, a list of proposed Subcontractors or indicate that none are to be used. The State reserves the right to approve or object to the use of proposed Subcontractors on the list.

4) Each participating Bidder must certify that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and will comply with such provisions before commencing with the performance of work of this Agreement. A Workers' Compensation Certification must be completed and submitted with an original signature with the Bidder's Final Bid. See Section 5.3.1 Exhibit 5-A.

5) Laws To Be Observed

   a) Labor

      Pursuant to Section 1775 of the California Labor Code, the Contractor shall, as a penalty to the State or political subdivision on whose behalf the contract is made or awarded, forfeit not more than fifty dollars ($50) for each calendar day, or portion thereof, for each worker paid by the Contractor, or its Subcontractor, less than the prevailing wage so stipulated; and in addition, the Contractor further agrees to pay to each worker the difference between the actual amount paid for each calendar day, or portion thereof, and the stipulated prevailing wage rate for the same. This provision shall not apply to properly registered apprentices.

      Pursuant to Sections 1810-1815 of the California Labor Code, inclusive, it is further agreed that the maximum hours a worker is to be employed is limited to eight hours a day and forty hours a week and the Contractor shall forfeit, as a penalty to the State, twenty-five dollars ($25) for each worker employed in the execution of the contract for each calendar day during which a worker is required or permitted to labor more than eight hours in any calendar day or more than forty hours in any calendar week, in violation of Sections 1810-1815 of the California Labor Code, inclusive.

b) Travel and Subsistence Payments

The Contractor shall pay the travel and subsistence of each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with California Labor Code Section 1773.8

c) Apprentices

Special attention is directed to Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code and Title 8, California Code of Regulations Section 200 et seq. Each Contractor and/or Subcontractor must, prior to commencement of the public works contract, contact the Division of Apprenticeship Standards, 525 Golden Gate Avenue, San Francisco, CA, or one of its branch offices to insure compliance and complete understanding of the law regarding apprentices and specifically the required rationale there under. Responsibility for compliance with this section lies with the prime Contractor.

d) Payroll

The Contractor shall keep an accurate payroll record showing the name, address, Social Security Account Number, work classification and straight time and overtime hours worked by each employee. A certified copy of the employee's payroll record shall be made available for inspection as specified in Section 1776 of the California Labor Code.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

5.10 SMALL BUSINESS PREFERENCE

Sections 14835, et seq. of the Government Code requires that a 5% preference be given to bidders who qualify as a small business or bidders who qualify as a non-small business claiming at least 25% California certified small business subcontractor participation. The rules and regulations of this law, including the definition of a small business, or qualifying non-small business, are in California Code of Regulations, Title 2, sections 1896, et seq. Small business nonprofit veteran service agency (SB/NVSA) prime bidders that are California small business certified and meet the requirements under Military and Veterans Code sections 999.50, et seq. are eligible for the 5% small business preference. More information regarding the small business preference may be found at the following website: www.pd.dgs.ca.gov/smbus/default.htm.

Bidders must complete and submit as part of the bid response, Exhibit 5-F.

Bidders claiming the small business preference must also complete and submit as part of the bid response form GSPD-05-105 (REV 08/09), which can be found at the following website: http://www.documents.dgs.ca.gov/pd/poliproc/MASTEr-BidDeclar08-09.pdf.

The bidder awarded the contract is contractually obligated to use the subcontractors for the corresponding work identified unless the State agrees to a substitution and it is incorporated by amendment to the contract. (2 CCR § 1896.10.)

Certification applications and required support documents must be submitted to the Office of Small Business and DVBE Services (OSDS) no later than 5:00 p.m. on the bid due date; and the OSDS must be able to approve the application as submitted. Bidders may contact the OSDS for any information or questions concerning certification.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

5.11 COMMERCIALLY USEFUL FUNCTION (M)

All bidders and subcontractors identified in the bid response to fulfill the requirements for one or more of the socio-economic programs (e.g., DVBE, small business) must perform a commercially useful function (CUF) in the resulting contract. CUF is defined pursuant to Military and Veterans Code section 999(b)(5)(B) and Government Code section 14837(d)(4)(A) for the DVBE and small business programs, respectively.

Bidders must complete and submit as part of the bid response, Exhibit 5-G.

Bidder(s) may be required to submit additional written clarifying information regarding CUF. Failure to submit the requested written information as specified may be grounds for bid rejection

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

5.12 BIDDER'S SUMMARY OF CONTRACT ACTIVITIES AND LABOR HOURS

If the Bidder requests EZA, TACPA, and/or LAMBRA contract preferences; the Bidder's Summary form must be completed and signed by the Bidder for each requested preference. The purpose of this form is to give the Evaluators a tool to assess the total Bidder employee labor hours required to complete the contract either inside or outside the preference areas. Refer to the following website link to obtain the appropriate form:

www.documents.dgs.ca.gov/pd/edip/bidsum1001.pdf

5.13 MANUFACTURER'S SUMMARY

If the Bidder requests EZA, TACPA, and/or LAMBRA contract preferences; the completed Manufacturer's Summary form must be signed by both the manufacturer and the Bidder to be eligible for the preferences. The purpose of this form is to give the Bidder and the Evaluators a tool to assess the total manufacturing employee labor hours required to complete the contract either inside or outside the preference areas.

www.documents.dgs.ca.gov/pd/dispute/mfgsum1001.pdf

5.14 CERTIFICATION OF USE TAX COLLECTION FOR SELLER'S PERMIT (M)

This IFB is subject to all requirements set forth in Sections 6452, 6487, 7101 and 18510 of the Revenue and Taxation Code, and Section 10295 of the Public Contract Code, requiring suppliers to provide a copy of their retailer's seller's permit or certification of registration, and, if applicable, the permit or certification of all participating affiliates issued by the State of California's Board of Equalization. Unless otherwise specified in this IFB, a copy of the retailer's seller's permit or certification of registration, and, if applicable, the permit or certification of all participating affiliates must be submitted within five (5) State business days of the State's request. Failure of the Bidder to comply by supplying the required documentation will cause the Bidder's Bid to be considered non-responsive and the Bid rejected. See Exhibit 5-H, Certificate of Use Tax Collection for Seller's Permit.

5.15 TARGET AREA AGREEMENT PREFERENCE ACT (TACPA)

Preference will be granted to the California-based Bidders in accordance with Government Code section 4530 whenever agreements for goods and services are in excess of $100,000 and the Bidder meets certain requirements, as defined in the California Code of Regulations (Title 2, section 1896.30), regarding labor needed to produce the goods or provide the services being procured. Bidders desiring to claim TACPA shall complete Std. Form 830 and submit it with the Final Bid. Refer to the following website link to obtain the appropriate form:

www.documents.dgs.ca.gov/osp/pdf/std830.pdf

5.16 ENTERPRISE ZONE ACT (EZA)

Government Code section 7080, et. seq., provides that California based companies may be granted preferences when submitting Bids on State agreements in excess of $100,000 for goods and services (excluding construction agreements), if the business site is located within designated "Enterprise Zones" (see Std. Form 831). Bidders desiring to claim this preference must submit a fully executed copy of Std. Form 831 with their Final Bid. Bidders proposing to perform the Agreement in a designated enterprise zone are required to identify such site(s) on the Std. Form 831. Failure to identify a site(s), which qualifies as an enterprise zone, will result in denial of the claimed preferences. Refer to the following website link to obtain the appropriate form:

www.documents.dgs.ca.gov/osp/pdf/std831.pdf

A Bidder that has claimed an EZA preference, and is awarded the Agreement based on such preference(s), will be obligated to perform the Agreement in accordance with the Act. Bidders desiring to claim this preference must submit a fully executed copy of appropriate forms with their Final Bid.

5.17 LOCAL AGENCY MILITARY BASE RECOVERY AREA ACT (LAMBRA)

The LAMBRA bidding preference, for which you may qualify, is used for Bid solicitation purposes only, to a maximum of $50,000. The preference does not alter the amount of the resulting Agreement (Government Code, section 7118 et. seq., and California Code of Regulations, Title 2, Section 1896, 100 et. seq.). Bidders desiring to claim this preference must submit a fully executed copy of STD. Form 832 with their Final Bid. Refer to the following website link to obtain the appropriate form:

www.documents.dgs.ca.gov/osp/pdf/std832.pdf

5.18 OTHER ADMINISTRATIVE REQUIREMENTS (M)

5.18.1 PRIMARY BIDDER

The award, if made, will be to a single Bidder. The selected primary Bidder will be responsible for successful performance of all Subcontractors and support services offered in response to this Bid. Furthermore, the State will consider the primary Bidder to be the sole point of contact regarding contractual matters for the term of the resulting Agreement. The Bidder shall not assign financial documents to a third-party without prior written approval by the State, and an amendment to the resulting Agreement.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

5.18.2 SUBCONTRACTOR

Any Subcontractor that the Bidder chooses to use in fulfilling the requirements of this IFB, and which is expected to receive more than 10% of the value of the Agreement, must also meet all Administrative and Technical Requirements of the IFB, as applicable, and must be approved, in advance, by the State.

Nothing contained in the resulting Agreement shall create any relationship between the State and any Subcontractors, and no subcontract shall relieve the Bidder of its responsibilities and obligations. The Bidder is fully responsible to the State for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by any of them.

The contractor shall not change Subcontractor(s) and / or DVBE Subcontractor(s) if such changes conflict with the work to be performed under this contract. For DVBE Subcontractor changes, the contractor shall utilize another DVBE Subcontractor. The State recognizes that changes to Subcontractor(s) may be necessary and in the best interests of the State, however, advance notification of a contemplated change and the reasons for such change must be made to the State no less than seven (7) business days prior to the existing subcontractor's termination. If this should occur, the contractor should be aware that the State contract administrator or designee must approve any changes to the subcontractor(s) prior to the termination of the existing subcontractor(s).This also includes any changes made between submittal of the Final Bid and actual start of the contract.

All subcontractor(s) are subject to a corporate reference check. The corporate reference check must produce a good reference and demonstrate a strong probability of successful performance by the subcontractor(s).

The State will not compensate the contractor for any of the contractor's time or effort to educate or otherwise make the new subcontractor(s) ready to begin work on the contract

The Bidder's obligation to pay its subcontracts is an independent obligation from the State's obligation to pay or to enforce the payment of any money to any subcontractor is solely responsible for any payments to or claims made by subcontractors.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

5.18.3 AMENDMENT

Any Agreement executed as a result of this IFB, may be amended, consistent with the terms and conditions of the original solicitation and by mutual consent of both parties, subject to the approval by DGS under Public Contract Code 12100.

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

5.18.4 EQUIPMENT

All equipment offered must be new and the latest model in current production. USED, SHOPWORN, REFURBISHED, DEMONSTRATOR, PROTOTYPE OR DISCONTINUED MODELS ARE NOT ACCEPTABLE.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

5.18.5 BID REJECTION

A Final Bid may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities, of any kind, in accordance with Section 2, Paragraph 2.3.7.4, Errors in the Final Bid. Deviation from terms and conditions previously approved for this IFB may be cause for rejection of your Bid. **BIDDERS SUBMITTING CONDITIONAL BIDS MAY BE DISQUALIFIED.**

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

EXHIBIT 5-A
WORKERS' COMPENSATION CERTIFICATION

The undersigned in submitting this document hereby certifies the following:

I am aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with such provisions before commencing the performance of the work of this contract.

Signature	**Date**
Name and Title (Print or Type)	**Street Address**
Firm Name	**City, State ZIP**

(Intentionally Blank)

EXHIBIT 5-B
PAYEE DATA RECORD (STD. 204)

Refer to the following website link to obtain the appropriate form.

www.documents.dgs.ca.gov/osp/pdf/std204.pdf

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EXHIBIT 5-C
BIDDER DECLARATION

Bidder Declaration GSPD-05-105 (REV 08/09):
http://www.documents.dgs.ca.gov/pd/poliproc/MASTEr-BidDeclar08-09.pdf.

Disabled Veteran Business Enterprise Declaration, State of California form STD. 843:
http://www.documents.dgs.ca.gov/pd/poliproc/STD-843FillPrintFields.pdf.

(Intentionally Blank)

EXHIBIT 5-D
CONTRACTOR'S LICENSE INFORMATION
(Installation Services Only)

Bidder shall complete the applicable contractor's license information below in accordance with the Contractor's State License Board, Department of Consumer Affairs. A Contractor's license of appropriate Class ***{Agency conducting the bid must specify the Class of license required for the specific solicitation}*** is required before any Bidder can contract business (e.g. submit a bid) which includes the installation of cable and wiring, electrical modification. In addition, if structural modifications are required, a Class B license is required.

CONTRACTOR:

Class_____ License No: _____

Licensee: _____ Expiration Date: _____

Note: Bidder (Firm's Name or a Responsible Managing Employee) must be licensed in addition to all subcontractor(s) performing under this contract.

SUBCONTRACTOR 1

Class_____ License No: _____

Licensee: _____ Expiration Date: _____

Relationship of Licensee to Contractor: _____

SUBCONTRACTOR 2

Class_____ License No: _____

Licensee: _____ Expiration Date: _____

Relationship of Licensee to Contractor: _____

(Use additional sheets if necessary.)

(Intentionally Blank)

EXHIBIT 5-E
LIST OF PROPOSED SUBCONTRACTORS (PUBLIC WORKS)

Listed hereinafter is the name and address of each subcontractor who will be employed and the kind of work which each will perform if the contract is awarded to the aforesigned. I understand that under Government Code Section 4100 through 4113* (See Note Below) I must here clearly set forth the name and address of each subcontractor who will perform work or labor or render service to me in or about the construction of the work in an amount in excess of one-half of one percent (1/2 of 1%) of my total bid and that as to any work in which I fail to do so, I agree to perform that portion myself or be subject to penalty under the act.

(NOTE: IF MORE THAN ONE SUBCONTRACTOR IS LISTED FOR THE SAME TYPE OF WORK, STATE THE PORTION OF THAT TYPE OF WORK THAT THE INDIVIDUAL SUBCONTRACTOR WILL BE PERFORMING. LIST THE SUBCONTRACTORS' APPLICABLE CONTRACTORS LICENSE NUMBER(S), IF AVAILABLE. VENDORS OR SUPPLIERS OF MATERIALS ONLY, NEED NOT BE LISTED.)

If additional space is required for the listing of proposed subcontractors, reproduced additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of the Final Bid.

KIND OF WORK	SUBCONTRACTOR NAME AND ADDRESS	LICENSE NO.

NOTE: The above listing requirement will for purposes of this bid be construed in accordance with the provisions of the Subletting and Subcontracting Fair Practices Act ("The Act") as set forth in Government Code Sections 4100 through 4113. Also, for purposes of this bid and interpretation of The Act, a vendor will be considered to be a prime contractor regardless of whether such vendor is or is not a licensed contractor.

(Intentionally Blank)

EXHIBIT 5-F
SMALL BUSINESS PREFERENCE

Bidders desiring to claim the small business preference must complete this Exhibit and return it with the Final Proposal to be eligible for the small business preference. Businesses must be certified by California.

1. Are you claiming preference as a California certified small business?

☐ Yes ☐ No

2. If yes, complete the following:

☐ Non-manufacturer ☐ Manufacturer

3. Are you a non-small business claiming at least 25% small business subcontractor preference?

☐ Yes ☐ No

(Intentionally Blank)

EXHIBIT 5-G
COMMERCIALLY USEFUL FUNCTION CERTIFICATION

Date: _____

Name of Bidder: _____

A business that is performing a commercially useful function is one that does all of the following:

- Is responsible for the execution of a distinct element of the work of the contract
- Carries out its obligation by actually performing, managing or supervising the work involved
- Performs work that is normal for its business, services and function
- Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

The Bidder must provide a written statement below detailing the role, services and/or goods the Subcontractor(s) will provide to meet the Commercially Useful Function requirement.

(Intentionally Blank)

EXHIBIT 5-H
CERTIFICATE OF USE TAX COLLECTION FOR SELLER'S PERMIT

Complete this form to describe the Bidder and any affiliate of the Bidder (person or entity that is controlled by, or is under common control of, the Bidder through stock ownership or other affiliation) that makes sales for delivery into California.

In the event that the Bidder or any such affiliate has registered for but has not yet been issued a Seller's Permit by the California State Board of Equalization:

1) Enter N/A in the "Seller's permit Number Column, and
2) Attach to this form a copy of the Certificate of Registration issued by the State Board of Equalization.

BUSINESS ENTITY NAME	SELLER'S PERMIT NUMBER

(Intentionally Blank)

SECTION 6

TECHNICAL REQUIREMENTS

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SECTION 6

TECHNICAL REQUIREMENTS

Section 6, Technical Requirements, describes the specific requirements of the Inmate/Ward Telephone System 2 (IWTS 2) system. The Contractor must provide a complete and working IWTS 2 system, including but not limited to all hardware, software, administration, service, support, and maintenance at no cost to the State. The items detailed in Section 6, Technical Requirements, describe the MINIMUM requirements that the Contractor must provide and are not intended to be all inclusive. Bidders are admonished to carefully read the entire Invitation for Bid (IFB).

6.1 INTRODUCTION

The California Department of Corrections and Rehabilitation (CDCR) has various types of correctional facilities located throughout the State of California. Section 3, Existing Services, provides a description of the current IWTS contract services and includes data regarding the number of IWTS telephones, Live Monitoring Terminals, Investigative Workstations, cut-off switches and other equipment currently deployed at each facility.

The State seeks a Contractor maintained telephone calling system. This system will allow for multiple calling options, multiple payment options, and associated investigative, live monitoring and control systems. The Contractor's IWTS 2 installation of a fully functioning IWTS 2 system shall be completed no more than eighteen months following Agreement award. Contractor's IWTS 2 system shall minimize the demands of State personnel through innovative use of technology and streamlined processes.

Contractor shall work closely with CDCR Headquarters (HQ) Administrator and make specific recommendations to maximize the efficiency of the entire IWTS 2 experience.

The Contractor shall engineer, furnish, install, test and maintain all equipment, software, cabling to interconnect devices, and special cabling (Section 6.2.9.3) required for the proper functionality of the IWTS 2. Contractor shall transfer ownership of all telephones, enclosures, associated cabling and cut-off switches to the State at the end of the Agreement under terms and conditions of the Transition-Out process (Section 6.15, Transition Requirements).

The Contractor shall plan and implement a phased integration of the new IWTS 2 without impacting the normal daily operation of the existing IWTS. CDCR and Contractor will work together before finalizing installation and transition schedules. Contractor shall be responsible for all costs associated with implementation of the IWTS 2 system, including transition-in costs associated with the new installation or conversion of telephone instruments, associated equipment and/or software, and telephone enclosures. The CDCR will provide the Contractor with a minimum of sixty (60) days notice prior to an installation required date of IWTS 2 services at a new CDCR institution.

Contractor shall provide as many IWTS 2 telephones as necessary to meet the CDCR needs described in this IFB and may be further defined during the term of the Contract.

The IWTS 2 system will be deployed in institutions within a custodial environment; therefore certain security requirements are enforced. Site access and rules associated with working in a custodial environment are described in Exhibit 6-A, Special Correctional Environment.

The current IWTS system will remain operational until transition and acceptance of the IWTS 2 system at each CDCR facility. The Contractor will make every effort to ensure a smooth and safe transition.

This IFB section is arranged into sections that describe the specific requirements associated with the IWTS 2 technical system to be provided by the Contractor.

Section 6.1 Introduction

Provides an overview of the technical and operational requirements of the IFB.

Section 6.2 General System Requirements

Describes requirements that apply to all aspects of the IWTS 2 system.

Section 6.3 IWTS 2 Telephone System

Details requirements of the telephone system configuration, operation, installation, capacities and facilities.

Section 6.4 Live Monitoring System

Describes the physical and functional requirements that are to be provided to the CDCR staff for monitoring IWTS 2 calls.

Section 6.5 CDCR Investigative System

Describes the physical and functional requirements that are to be provided the CDCR staff for monitoring and investigating IWTS 2 calls.

Section 6.6 CDCR Administrative Control

Describes the requirements associated with provisioning the tools and functionality necessary for CDCR staff to properly monitor inmate/ward calls, investigate the use of the system, and manage the IWTS 2 system from an administrative perspective.

Section 6.7 Data Management

Describes the requirements for database management and control.

Section 6.8 Service, Support and Maintenance

Describes the requirements associated with training, documentation, preventive maintenance, and ongoing maintenance for all software and hardware provided by the Contractor.

Section 6.9 Tools and Reports

Describes the various types of tools and reporting requirements including program management reports, call detail reports, summary reports, service reports, and others.

Section 6.10 Financial Reports

Describes the specific reports that the Contractor shall provide regarding billing and revenue during the Agreement term.

Section 6.11 Web Site Portals

Describes the requirements associated with the public and private web portals to be provided by the IWTS 2 Contractor.

Section 6.12 Service Level Agreements

Details the Service Level Agreements (SLAs) that the Contractor will need to maintain while the Agreement is in affect.

Section 6.13 Business Plan Requirements

Describes the contract administration process billing requirements, Business Plan elements, and Project Management commitments.

Section 6.14 Billing Requirements

Describes the billing options and processes to be provided for the IWTS 2 project.

Section 6.15 Transition Requirements

Describes transition plans including the transition in, system acceptance, transition out and termination.

Section 6.16 Acceptance Testing

Describes the requirements associated with the testing and acceptance process for each element of the IWTS 2 system.

6.1.1 REQUIREMENTS OVERVIEW

6.1.1.1 Designation of Requirements Overview

All requirements in this Section 6 are Mandatoryand are scored on a pass/fail basis. A “Fail” will result in a Bid being deemed non-responsive and, therefore, will be disqualified. Answering “No” to any of the Mandatory requirements will result in a Bid being deemed non-responsive and, therefore, will be disqualified.

Contractor shall provide all Mandatory requirements at no cost to the State.

6.1.1.2 Bidder’s Documentation Requirements

Bidder’s response to each specific IFB requirement shall include drawings, plans and diagrams that further describe the details of their response for each technical requirement in Section 6, Technical Requirements.

"Yes" responses to technical requirements shall be specifically described within the "Description" portion of the response. Additional information may be provided in accordance with the bid format described in Section 8. Manufacturer's literature is only acceptable when it is specific to the Bidder's response.

6.1.1.3 Pacific Standard Time

All requirements to time throughout this IFB shall be considered to be in Pacific Standard Time (PST).

6.1.1.4 Special Correctional Environment

By their nature, correctional facilities require a high level of security twenty-four hours a day, seven days a week. Because of this need to maintain security, all potential Bidders must be aware of the regulations regarding access to install or maintain equipment at the institutions. The rules and procedures associated with access and performance in this special environment are provided in Exhibit 6-A. Access and project schedules are subject to change without notice that may be a result of lockdowns or other access limitations at one or more correctional facilities.

The Contractor will be responsible for implementing system/services that will operate in the existing environment. The CDCR provides no guarantee that the current institutional environments will remain the same.

The CDCR reserves the right to do other work on or near the project. The Contractor and Subcontractor(s) shall cooperate with other contractors and suppliers. The Contractor shall schedule, conduct, adjust, correct, and coordinate work so as to facilitate work by others and prevent delays.

The State or public agency shall be responsible for the remediation of any asbestos and/or lead-based paint that may be discovered. If the Contractor or Subcontractor finds any presence of asbestos and/or lead paint, they are to notify the CDCR-HQ Administrator and the CDCR facility designated staff immediately.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.2 GENERAL SYSTEM REQUIREMENTS

These requirements apply to support and functionality of the entire IWTS 2 system.

6.2.1 CONTRACT ADMINISTRATION FEE

An annual fee of $800,000 will be payable in monthly increments of $66,666.66 due on the last day of each month to cover the Office of the State Chief Information Officer (OCIO) contract management responsibilities and services. OCIO will provide the name and account information for the purpose of receiving these funds.

The Contractor shall make payment of administration fees due the State. Payments and/or reports that are late by more than thirty (30) days without prior approval of the OCIO representative will be subject to a financial penalty of one and one half percent (1.5%) per month of the administration fee payment balance due. Successive late payments or late submission of reports will be subject to service level agreement remedies as described in Section 6.12.4.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.2.2 CUSTOMER REFERENCE REQUIREMENT

The Bidder shall provide a minimum of five (5) and a maximum of 10 reference from paying customers external to the Bidder's organization that have received services similar to the requirements of this IFB for 12 consecutive months within the last three (3) years. At least two (2) of the customer references must be from state facilities. "Similar services" for the purposes of customer references or this solicitation means that the

services provided to a site must have included at least 40 inmate/ward telephones. Each customer reference must complete Exhibit 6-B, Customer Reference Forms, return to the State as indicated and include a contact name, phone number and email address. Acceptable Customer Reference Forms are forms that include an average rating of 1.0 or better. Only the five best scores will be considered for evaluation purposes.

The purpose of the Customer References requirement is to provide the OCIO with the ability to verify claims made in the response by the Bidder, and to ensure that the Bidder has a proven track record of providing the desired services in a satisfactory manner. The OCIO, at its sole discretion, may obtain references besides those provided by the Bidder.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.2.3 REGULATORY COMPLIANCE

The Contractor's IWTS 2 services shall comply with all regulatory requirements imposed by local, state, and federal regulatory agencies for all systems and services provided throughout the term of this Agreement. The Contractor shall work with the State and implement changes within six (6) months of the regulation effective date at no cost to the State and no increase in rates to the called parties.

The Contractor shall make all system modifications necessary to allow inmate/wards to place telephone calls as industry dialing requirements change.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.2.4 HARDWARE ENGINEERING DOCUMENTATION

The Contractor shall provide engineering specifications for all major hardware components used to meet the requirements of this Agreement. These engineering specifications shall provide an explanation of each component's capability to adequately perform the requirements of this IFB. Any future changes to the hardware or a component's configuration shall be documented and provided to the State.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.2.5 IN-USE REQUIREMENTS

All system components shall meet the State's in-use requirements as described below by the Final Bid due date as stated in Section 1.6, Key Action Dates.

6.2.5.1 Hardware

All hardware components installed by the Contractor must have been installed, in productive use, and in a substantially similar proposed configuration by a paying customer external to the Contractor's organization, for a minimum of six (6) months prior to the Final Bid due date. Additionally, all hardware proposed after Agreement award shall meet the same in-use requirements.

All IWTS 2 proposed hardware must be new and the latest model in current production and meet customer functional requirements. Used, shopworn, refurbished, demonstrator, prototype or discontinued models are not acceptable for installation.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.2.5.2 Software

6.2.5.2.1 Software In-Use Requirement

Software residing in the IWTS 2 system proposed by the Contractor must have been installed and in productive use, in substantially the proposed configuration and size by a customer external to the Contractor's organization, for a minimum of six (6) months prior to the Final Bid due date. Additionally, all software proposed after award shall meet the same in-use requirements.

The only exception to this requirement is report software, which may require development for the express purpose of providing reports specific to and required by the State. However, report software similar to that required shall be evaluated using the six (6) month in-use stipulation.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.2.5.2.2 Software Licenses

The Contractor shall possess all software licenses necessary to legally operate the IWTS 2. The Contractor shall own and maintain all software for the life of the Agreement.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.2.6 DOCUMENTATION REQUIREMENTS

6.2.6.1 Documentation

The Contractor shall provide electronic copies of all documentation on compact disk (CD) as described below. All written documentation file formats shall be provided in Microsoft Office Word 2003 or newer and Adobe Acrobat 7.0 Professional. Drawings shall be provided in Auto-CAD™ (.dwg) uncompressed file format and Adobe Acrobat (.pdf) extension format. The Contractor shall validate with the State prior to the delivery as to the acceptable software versions.

The IWTS System shall provide on-line user documentation that is indexed and searchable.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.2.6.2 Types of Pre-Installation Documentation

Unless otherwise stated, the following documentation shall be delivered to the CDCR on or before the date of acceptance at each installation.

The Contractor shall provide two (2) copies of the drawings and/or diagrams to the CDCR Site Coordinators prior to the beginning of work at each installation. These drawings and/or diagrams shall be subject to approval by the CDCR prior to the commencement of work. Such approval does not relieve the Contractor from the responsibility of meeting all requirements of the IFB and resultant Agreement. All drawings and/or diagrams that contain special symbols either of a product or technically specific nature shall contain legends denoting the meaning of the symbols.

The delivered drawings and diagrams must reflect all changes made during the installation. The Contractor shall identify the changes by “clouding” the original design to show both the original design and the alterations made.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.2.6.3 As-Built Documentation Requirements

In instances where the actual installation deviates from the model system drawings and diagrams, the Contractor shall notify the CDCR-HQ Administrator of the deviation and provide drawings and diagrams appropriate to the installation (as-builts).

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.2.6.4 Documentation Availability

The Contractor shall develop and maintain current hard-copy and on-line documentation of each manual necessary for the IWTS 2 system and make the documentation available to CDCR-HQ Administrator upon request. The Contractor shall explicitly define how the IWTS 2 on-line documentation functionality will be delivered.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.2.6.5 Quantity of Documentation

Unless otherwise specified, three (3) copies of all written documentation shall be provided to the CDCR-HQ Administrator.

Three (3) copies of electronic drawings in .dwg, and .pdf will be delivered to the CDCR-HQ Administrator on CDs.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.2.6.6 State Property

Upon delivery, all documentation shall become the property of the State. The Contractor must include a copyright release specifically allowing the CDCR to reproduce copyrighted documentation.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.2.7 ACCURATE TIME AND DATE

The Contractor's IWTS 2 system shall maintain accurate Pacific Standard Time (PST) date and time stamping in a consistent manner for all CDCR IWTS 2 sites. The accurate PST date and time shall be distributed to all network nodes using or displaying the date and time of day. Contractor shall use a single standardized time source such as the Official U.S. time and update to that source at least once per day as well as upon power up conditions. All time and date elements in all reports, records, and data components generated by the IWTS 2 shall reference PST. Time and date elements shall not vary more than one second from any one source to any other source across any local or wide area network component.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.2.8 DAYLIGHT SAVING TIME

Software shall automatically adjust for California daylight saving time changes that occur twice a year. These changes shall be accomplished without causing interruption to IWTS 2 operations and shall be done automatically at the exact time of change.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.2.9 CABLE AND WIRING

The Contractor shall be allowed the use of existing cabling at IWTS 2 facilities where available throughout the life of the Agreement. The Contractor will coordinate with the current IWTS contractor for reuse of existing horizontal or distribution cabling to meet transition requirements.

6.2.9.1 Category 3 (CAT3) Horizontal Wiring Compatibility Requirement

The CDCR provided wiring will be rated at a minimum CAT3. The Bidder's proposed IWTS 2 system shall be capable of providing all data and voice services over the existing State provided CAT3 wiring.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.2.9.2 Signal Amplification Requirements

The Contractor shall provide all signal amplification equipment necessary to send and receive signals across IWTS 2 facilities provided wiring.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.2.9.3 Special Cabling Requirements

Contractor shall furnish and install any additional cabling that requires a rating higher than that provided by the existing cabling. This shall include any distribution, riser or station cabling.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.2.9.4 Connecting Equipment

The Contractor shall provide all wiring and cabling necessary to interconnect their equipment to the jacks, distribution blocks, and minimum point of entry (MPOE) in the designated telecommunications rooms and designated termination points. All other distribution and campus wiring will be provided by CDCR.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.2.9.5 Industry Standards

All Contractor installed wiring and cabling infrastructures for the IWTS 2 shall meet current Building Industry Consulting Services, International (BICSI International Cabling Standard) best practices. All IWTS 2 wiring and cabling shall be concealed, to the extent possible, from plain view. All cables, wires and equipment shall be firmly held in place. Fastenings and supports shall be adequate to support their loads with ample safety factors based upon such factors as seismic zone. For specialized installation areas where security is a consideration, the Contractor shall meet CDCR' cabling requirements to ensure a secure installation.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.2.10 POWER REQUIREMENTS

The IWTS 2 shall be capable of recovering from a power outage automatically or remotely once power is restored.

The Contractor is advised that the CDCR facilities perform tests of their backup generators at least once per month. During this testing the power will be temporarily disabled throughout the correctional facility, including the telecommunications room.

Generator back-up is provided in some CDCR locations, however, the Contractor shall provide all equipment necessary to maintain 100 percent functionality for the IWTS 2 for a minimum of thirty (30) minutes. Outages resulting from backup generator testing will not be considered a stop clock condition in calculating Service Level Agreements (SLAs).

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.2.10.1 Conditioning Equipment

Contractor shall provide electrical conditioning and protection, such as Universal Power Supplies (UPS) and surge protection strips to protect all IWTS 2 equipment against electrical surges, reduced voltages, and/or poor electrical qualities provided from the correctional facility. Any changes to the physical structure of a correctional facility required for the installation of conditioning and protection devices must first be approved by and coordinated with the CDCR-HQ Administrator.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.2.11 COMMUNICATION LINKS TO PUBLIC NETWORKS

Communication links that utilize public networks, if any, shall be protected. All necessary security functions shall be enabled to protect sensitive information while it is being processed or transferred.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.3 IWTS 2 TELEPHONE SYSTEM

"End-User" refers to the inmate, ward, family or friends who make or receive calls and includes both the calling and called party.

Contractor shall provide a telephone system by which inmate/wards may place calls to Intrastate (local, InterLATA, IntraLATA), Interstate and International locations. The IWTS 2 Telephone system shall include a standard dialing method and pattern at all correctional facilities throughout the state and not allow calls to 800, 976, special service numbers or any other numbers defined by CDCR-HQ Administrator.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.3.1 IWTS 2 TELEPHONE SYSTEM NETWORK REQUIREMENTS

6.3.1.1 Voice Network Design Requirements

Contractor shall design and install a network that provides connectivity to all correctional facilities and supports the capability for statewide IWTS 2 CDCR management and control functions.

The Contractor shall install and test all IWTS 2 local and network equipment, circuits, hardware, security, software and any other components required for a fully operational system.

Bidders shall provide a description of all network components that support the IWTS 2 requirements that include:

1) Telephony system;

2) Recording storage system (local and remote);

3) Administrative data storage and associated transport (local and remote);

4) Active monitoring system, if applicable; and,

5) Remote access system.

Bidders shall provide three (3) hard copies and one (1) electronic copy of the drawings with the Bid response. Electronic drawings shall be in .dwg, .dfx, .vsd or any mutually agreed file format. Hard copy drawings shall be provided in Standard E-size.

Drawings shall include both topology (including redundancy) and logical representations of all critical elements to include, at a minimum, the following:

1) Premise Equipment Type and Installation Requirements (physical);

2) Type and capacity of Equipment at each off site location including any backup systems;

3) General Circuit route (city to city);

4) Circuit size/ bandwidth;

5) Circuit type;

6) Time Division Multiplexing (TDM) call processing components if applicable; and,

7) Internet Protocol (IP) call processing components if applicable.

Bidders shall provide a written description of the various forms of protocols used by their system such as T1/E1, IP, Ethernet and Asynchronous Transfer Mode (ATM) and any applicable Quality of Service (QoS).

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Location _____ *page* _____ *paragraph* _____

Description:

6.3.1.2 Voice Network Performance Requirements

The voice network shall provide audio quality that meets or exceeds the International Telecommunication Union, Telecommunication Standardization Sector (ITU-T) or Telcordia industry standards enacted by appropriate standards organizations for transmitted and received levels, noise, cross talk and frequency range.

The voice network shall meet the performance requirements listed below.

1) Dial Tone – Activation not to exceed two (2) seconds for any call.

2) Echo Cancellation - Embedded echo cancellation to published ITU-T recommendations.

3) Grade of Service - P.01.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.3.1.3 Voice Network Congestion Control Methodology

Bidders shall provide a description of their methodology to address congestion.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.3.1.4 Voice Network Latency Control Methodology

Bidders shall provide a description of their methodology to address latency.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.3.1.5 Voice Network Operations Center

Primary monitoring status and control for the network and all sites shall be at the Contractor's Network Operations Center (NOC). The NOC shall provide, at a minimum, the following network management functions:

1) Monitor the status and performance of the network and all network nodes and circuits;

2) View equipment alarms and software errors;

3) Monitor the performance of the workstations and servers if applicable; and,

4) Troubleshoot the network, workstations and servers.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.3.1.6 Ubiquity

The IWTS 2 network shall have the ability to provide functionality throughout the state. Bidders shall accurately describe the processes, network design and equipment necessary to fulfill this requirement.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.3.1.7 Scalability

The IWTS 2 network shall have the ability to increase delivery of services in number and/or size within a reasonable timeframe. Bidders shall accurately describe the processes, network design and equipment necessary to fulfill this requirement.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.3.1.8 Survivability

The IWTS 2 network shall have the ability to continue to operate services in the face of unanticipated incidents, disasters, or catastrophes. Bidders shall accurately describe the processes, network design and equipment necessary to fulfill this requirement. The IWTS 2 network shall not have a single point of failure which could adversely affect the entire Network. Bidders shall accurately describe the network design and equipment necessary to fulfill this requirement identifying all redundancy and diversity.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.3.1.9 Voice Network Security

1) The Contractor shall provide security and intrusion protection for the IWTS 2 system and components connected to the public switched telephone network.

2) Describe in detail the security measures and standards that apply to the Bidder's system that demonstrates the full extent of voice network security the Bidder is committing to provide.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.3.1.10 Fraud Protection

Due to the confidential and sensitive nature of the data to be transmitted, Contractor's system will include stringent security standards that will protect against fraud or disruption of services if either the physical network or transmitted data are compromised.

Bidders shall describe in detail how they will protect against unauthorized and fraudulent use of the State's systems and networks.

Bidders shall describe their strategy, including methodologies, network management, and maintenance applications and tools that your organization will implement for fraud protection.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.3.1.11 Fraud Detection

The IWTS 2 shall provide features and reports, which allow the CDCR authorized users to maximize their efforts to detect and prevent fraudulent, illicit, or unauthorized activity attempted by inmate/wards. The Contractor may propose reports and features in addition to those required in this IFB, which it believes will contribute to identifying fraudulent, illicit, or unauthorized activity.

The IWTS 2 system shall provide sufficient security safeguards to preclude fraudulent use of the system. Such safeguards shall include measures to prevent incoming calls, as well as the detection and rejection of outgoing calls to unauthorized numbers, attempts to initiate Three-Way Calling, call forwarding, and/or calls to blocked numbers.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.3.1.11.1 Fraud Detection Features

Each detection feature shall allow the CDCR authorized users the option of:

1) Enabling or disabling the feature;
2) Reporting or not reporting detected activity;
3) Enabling or disabling real time notification of detected activity; or,

4) Terminating or not terminating ongoing telephone calls.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.3.1.11.2 Technical Approach

As part of the technical approach of the Bid response, Bidders shall list and fully describe all their detection and prevention capabilities related to fraudulent, illicit, or unauthorized activity, on the proposed system.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.3.1.12 State Requested Fraud Detection Capabilities

Bidders shall identify specific fraudulent activities their system's capabilities can detect and/or prevent. Bidders shall also identify possible methods inmate/wards may use to circumvent these capabilities.

At a minimum, the Bidders shall provide the following capabilities within the IWTS 2 to detect fraudulent or illicit activity.

6.3.1.12.1 Extra Dialed Digits

The IWTS 2 system shall detect extra dialed digits from either the called party or the inmate/ward's telephone.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.3.1.12.2 Termination of Calls

The IWTS 2 system shall automatically terminate or report, as configured by the State, the call if the number of extra dialed digits detected by the system is equal to or greater than the number of digits configured by the State.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.3.1.12.3 Reports of Detected Attempts

The IWTS 2 system shall provide a report of all calls, which the IWTS 2 detected with extra dialed digits. This report will provide the State with information needed to locate the detected attempt on a recording.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.3.1.12.4 Detection of Unusual or Suspicious Dialing

The IWTS 2 system shall detect unusual or suspicious number sequences dialed or dialing patterns which the system identifies as possible attempts to commit fraud. Bidders shall provide the State with a list of the types of activities they detect and how this information will be reported.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.3.1.13 Disaster Recovery Plans

The Contractor shall comply with the Telecommunications Service Priority (TSP) Program, a Federal Communications Commission (FCC) mandate for prioritizing service requests by identifying those services critical to National Security and Emergency Preparedness (NS/EP) and be in compliance with all California Public Utilities Commission (CPUC) and FCC Requirements.

Contractor shall comply with all State and local regulations regarding operational recovery and business continuity. Bidders shall provide contingency and disaster recovery plans to restore system operations in case of a disaster at the Contractor provided Central Operations Facility and for each installed State location. These plans shall include a description of how the Contractor will restore system operations in case of a disaster at the Contractor's NOC and at each installed IWTS locations. The plans shall address all events of total or partial cessation of operations and shall include procedures for both automated and manual recovery of system functionality.

The Contractor shall be required to adhere to these plans in case of a system disaster. These plans shall be updated by the Contractor and provided to the CDCR-HQ Administrator annually on the Contract anniversary date. These plans will be reviewed for adequacy and approval by CDCR-HQ Administrator.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.3.2 TELEPHONE HARDWARE AND ENCLOSURE REQUIREMENTS

Contractor shall provide and install all the inmate/ward telephone equipment at each correctional facility and location covered by this Agreement at no cost to the State. Telephone sets will be used by inmate/wards to place calls via the IWTS 2. Section 4, Proposed Services, provides statistics regarding the number of telephones anticipated to be installed at each correctional facility and location. Contractor shall be responsible for all modifications to existing enclosures necessary to mount the proposed telephone set with CDCR-HQ Administrator approval. Contractor shall install additional inmate/ward telephones over the life of the Agreement, as required by CDCR, at no cost to the State and no increases in the calling rates.

Bidders shall clearly describe how their system will satisfy the telephone equipment requirements listed below, including detailed drawings.

6.3.2.1 Inmate/Ward Telephones

All IWTS 2 telephones shall be of rugged construction, stainless steel, or in combination with a corrosion resistant finish, and suitable for use in high use and high abuse corrections environments. The telephones shall be a mid-size phone approximately 15 "H x 8"W x 4"D capable of mounting to concrete walls, block walls, stainless steel shrouded columns, or protected external enclosures. They shall be suitable for indoor and outdoor installations, and have a heavy chrome metal twelve-button keypad, a handset with an armored cord and cradle with volume control buttons.

The telephones housing shall be designed so as to minimize susceptibility to vandalism. Standard IWTS 2 telephones shall be permanently mounted wall phones and constructed:

1) of 14-gauge steel (or heavier) steel case;

2) with heavy-duty metal, tamper-proof, shockproof keypad;

3) with security screws;

4) bonded handset;

5) armored cord as described in Section 6.3.2.1.7;

6) that cannot be disassembled and used as weapons; and

7) with no removable parts, including ear and mouthpieces of the receiver.

Bidders shall provide samples of each telephone type with the submission of their Draft and/or Final Bid in response to this IFB. This equipment will be evaluated by CDCR and will not be returned to the Bidder.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.3.2.1.1 Non-programmable

Inmate/ward telephones installed at correctional facilities shall not be programmable for any purpose and they will not be capable of being used to program any feature of the IWTS 2.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.3.2.1.2 Surface Mounting

Where applicable, the inmate/ward telephones must be surface-mounted with no access to the back of the telephone.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.3.2.1.3 Telephone Identifiers (Telephone ID)

All telephones shall use identifiers provided by the CDCR-HQ Administrator that will be referenced in all database files.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.3.2.1.4 Volume and Noise Control

All of the inmate/ward telephones shall be equipped with volume controls which allow inmate/wards to amplify the called party's voice. Inmate/ward telephones shall reduce background noise through the use of confidencers or directional microphones in the handset.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.3.2.1.5 Dialing Instructions

Contractor shall provide written dialing instructions in English and Spanish on each inmate/ward telephone. These instructions shall be approved by the CDCR-HQ Administrator. These instructions shall be mounted in a safe and indestructible manner. The Contractor shall maintain these instructions for legibility and accuracy and update when applicable.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.3.2.1.6 No Coin Slots/Card Slots

The inmate/ward telephones shall be manufactured without any coin/card slots. The covering of existing coin slots is not in compliance with this requirement. The inmate/ward telephones shall not use physical items such as smart cards or magnetic swipe cards.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.3.2.1.7 Armored Cord

The armored cords for the inmate/ward telephone handsets shall go through the entire length of the handset and not be terminated at the entrance to the handset. The armored cords shall be designed to withstand a minimum pull force of 800 lbs (longitudinal tension) and will be a reinforced and metal-wrapped cord that is 12-36 inches in length. CDCR-HQ Administrator shall determine the cord length design based on conditions at each site.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.3.2.2 Outdoor Telephones

Contractor shall provide "all-weather" telephones to be used as required by the State. This applies to all outside inmate/ward telephones required throughout the State. The inmate/ward telephones must be weather and spray resistant (Bellcore TR-TSY-000456, NEMA 3R, or similar) as they may be exposed to extreme weather conditions.

Bidders shall include detail drawings and clearly describe how their system will satisfy the telephone requirements as stated in 6.3.2.1 that will be used outdoors.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.3.2.3 Portable Telephones

Portable Telephones are the same as the telephones described in 6.3.2.1 but are mounted on a movable cart. Portable Telephones are used at San Quentin condemned units and may be used at other facilities as determined by CDCR-HQ Administrator. This phone shall be constructed in such a fashion that the telephone is vandal resistant and parts may not be removed and used as weapons or pose a security threat.

Bidders shall clearly describe how their system will satisfy the portable telephone requirements listed below, including detailed drawings, specifications and pictures.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.3.2.3.1 Line Cord Length

Portable Telephones shall be equipped with a telephone line cord that is of sufficient length to reach the most remote LAN access point served by that telephone.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.3.2.3.2 Movable Base

Portable telephones shall be mounted on a movable base constructed in such a fashion that the telephone and the base are vandal resistant and parts may not be removed to pose a security threat.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.3.2.3.3 Lockable Storage

The portable telephone shall be equipped with a lockable storage container of appropriate design that is mounted to the portable telephone base so that when not in use, the line cord can be unplugged from the wall plate and stored in a secure manner.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.3.2.4 Headset Equipped Portable Telephones

Contractor shall provide telephones equipped with a headset to accommodate inmates/wards that are disabled and unable to use their hands. The CDCR anticipates the deployment of approximately ten (10) headset equipped portable telephones during the Agreement term. Bidders shall include a description of their specific services they will provid to satisfy this requirement.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.3.2.5 Cordless Telephone

Contractor shall provide a rugged correctional system rated cordless portable telephone suitable for use in hospitals or lock-up units. The frequency that the cordless phones will operate on will be subject to approval by the CDCR-HQ Administrator.

This phone shall be constructed in such a fashion that the telephone is vandal resistant and parts may not be removed and used as weapons or pose a security threat.

Bidders shall clearly describe how their system will satisfy the cordless telephone requirements listed below, including detailed drawings, specifications and pictures.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.3.2.6 Telecommunications Devices for the Deaf/ Teletypewriter Telephones (TDD/TTY)

The current inventory of TDD/TTY devices deployed at CDCR for inmate/wards is described in Section 3, Existing Services. These quantities are subject to increase during the IWTS 2 Agreement term. Bidders shall clearly describe how their system will satisfy the TDD/TTY requirements listed below, including detailed drawings.

6.3.2.6.1 TDD/TTY Device Configurations

Contractor shall provide TDD/TTY devices with keypad-only input capability. The TDD/TTY devices provided by the Contractor shall have no handset or speakers. This phone shall be constructed in such a fashion that the telephone is vandal resistant and parts may not be removed and used as weapons or pose a security threat. TDD/TTY devices shall be provided in both portable and fixed mounting configurations as determined by the CDCR-HQ Administrator.

Bidders shall describe the TDD/TTY device configuration they will provide for the IWTS 2 system, including pertinent technical specifications and pictures.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.3.2.6.2 Use of Turbo Coding

The Contractor's system shall support Turbo Coding functionality to improve TTY communication performance.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.3.2.6.3 Interface with California Relay Service Call Centers (CRS)

The California Public Utilities Commission has established the CRS with multiple relay providers for TTY/TDD telephone relay service. CRS vendors bill the State of California for the relays services and they bill either the calling party or the called party for the network services associated with each relayed call.

Bidders shall provide a description of the process they will employ to route TTY/TDD calls through the CRS vendors so that the CRS call center can process the calls to the desired party. Additionally, Bidders shall provide a description of the process they will employ to ensure that the called party is not billed twice for the network services associated with the IWTS 2 call.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.3.2.6.4 Speed Dial Number for (CRS)

TDD/TTY devices shall be preprogrammed with up to three (3) 10-digit speed dial numbers capable of calling the CRS providers. CDCR policy prohibits IWTS 2 dialing 7-1-1, ‘800’, or special service numbers.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.3.2.6.5 TDD/TTY Call Recording Functionality

Contractor's IWTS 2 system shall include the ability to record calls using the Contractor provided TDD/TTY devices. Recording shall include both the typed text (transmitted as Baudot, ASCII or Turbo Code) and any voice portions of calls using Voice Carry Over (VCO) or Hearing Carry Over (HCO). The text portion of the call shall be accessible from all investigative applications in the same manner as voice recordings and shall not require further processing by the CDCR authorized staff once the text or voice file is opened or played.

Bidders shall describe in detail the methodology they will use to develop and provide transcripts of each TTD/TTY call.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.3.2.7 TDD/TTY Telephone Calls through IWTS 2

Bidders shall describe how they will accommodate TDD/TTY call scenarios as described below. Bidders are encouraged to contact the California Deaf and Disabled Telecommunications Program (DDTP) regarding interfacing with the CRS at the following:

David Weiss
DDTP CRS Manager for the DDTP
Voice (510) 302-1105
TTY (510) 302-1100 x105
dweiss@dtpp.org

6.3.2.7.1 Direct Dialing from an IWTS 2 Voice Line to a TDD/TTY

The IWTS 2 system shall include the ability for non-hearing impaired inmate/wards to complete calls to friends and family that communicate with TDD/TTY devices. These calls shall be completed with the assistance of CRS.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.3.2.7.2 Direct Dialing from an IWTS 2 TDD/TTY to a TDD/TTY Device

The IWTS 2 system shall include the ability to complete calls from an IWTS 2 TDD/TTY directly to a called party's TDD/TTY in the same manner a voice call is connected and accepted.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.3.2.7.3 IWTS 2 TDD/TTY device to a hearing capable called party through CRS

The IWTS 2 system shall include the ability to complete calls from an IWTS 2 TDD/TTY to a non-hearing impaired called party's through CRS.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.3.2.8 Telephone Enclosures That Include Booths, Wall and/or Pedestals

Telephone enclosures shall be constructed in such a fashion that the enclosure is vandal resistant and parts may not be removed and used as weapons or pose a security threat. Contractor's IWTS 2 telephone enclosures shall have no removable parts or space where contraband could be stored. Security fasteners will be used to secure the enclosure to the wall and/or floor. CDCR will provide the concrete pads for all IWTS 2 telephone booths and pedestals as required.

Bidders shall clearly describe how their system will satisfy the enclosure requirements listed below, including detailed drawings.

6.3.2.8.1 Telephone Enclosure Design

Contractor shall provide telephone enclosures for inmate/ward telephones located both inside and outside. The telephone enclosures shall provide privacy for the inmate/ward, but allow the inmate/ward to be visually accessible by CDCR staff. All enclosures, shelves, pedestals, and other mounting apparatus selected for installation must be approved by the CDCR-HQ Administrator.

Bidders shall provide documentation that describes the physical characteristics of the telephone enclosures, including hardware specifications and pictures.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.3.2.8.2 Booth Enclosure Construction

Contractor shall install the inmate/ward telephone booth enclosures with a steel heavy duty wire mesh or tempered glass panels without wire in the glass. All steel used in the construction of the booth must be at least 14-gauge. No plastic or Plexiglas (or similar material) may be used in the construction of the enclosures. All shelves, siding, roofing, and other mounting apparatus selected for installation must be approved by the CDCR. The inmate ward telephone booth shall not have any holes or cracks in which contraband can be hidden.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.3.2.8.3 Booth Enclosure Door Option

In most locations Contractor shall provide booth enclosures without doors. In limited locations as identified by CDCR-HQ Administrator, Contractor shall provide a standard bi-fold door without locking mechanism in each enclosure. The door shall be constructed in such a fashion that it is vandal resistant and parts may not be removed and used as weapons or pose a security threat.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.3.2.8.4 Telephone Enclosure Finish

Telephone enclosures shall be non-rusting and non-reflecting, with matte finish.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.3.2.8.5 Americans with Disabilities Act (ADA) Requirements

Enclosures shall meet all ADA requirements and ADA Accessibility Guidelines (ADAAG) as appropriate for new construction or alteration.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.3.3 IWTS 2 TELEPHONE SYSTEM FUNCTIONALITY

A call detail record data string shall be generated for all calls which include incomplete and completed calls.

6.3.3.1 Domestic Calls from an Inmate/Ward Telephone

Inmate/ward callers shall be able to make collect or prepaid domestic calls from the IWTS 2 telephone. All collect and prepaid calls shall require ten (10) digit dialing and no human operators will be used in placing the calls. IWTS 2 dialing for prepaid calls shall not differ from collect calls.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.3.3.2 International Calls from an Inmate/Ward Telephone

Inmate/ward callers shall be able to make prepaid International Calls only (no collect International Calls). No human operators may be used in placing International Calls. A chart(s) shall be maintained with current rates to all supported countries throughout the life of this Agreement and provided to the CDCR-HQ Administrator prior to any changes.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.3.3.3 Call Processing Information

All call processing and call rating information shall be captured, stored and kept current by the Contractor. Call rating information includes, but is not limited to, Intrastate, Interstate, International country codes, and any other information necessary to accurately process and rate calls. Upon request, the Contractor shall provide the State with rating information for all calls.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.3.3.4 Voice Prompts

Contractor's IWTS 2 system shall be capable of accepting voice responses in English and Spanish and/or DTMF keypad input as a means of input for answering all system provided questions or prompts from the inmate/ward and called party.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.3.3.5 Voice Responses

The Contractor's IWTS 2 system shall provide sufficient voice storage and response capability to support the voice message and inmate/ward interaction requirements pertaining to all calling services, and to the Call Control Features specified in Section 6.3.3.12. Under no circumstances shall an inmate/ward or the called party experience a delay in placing an IWTS 2 call due to insufficient voice messaging and response resources.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.3.3.6 IWTS 2 Inmate/Ward Outbound Call System Process

6.3.3.6.1 Call Flow Charts

The Bidder shall provide flow chart(s) of the call flow process from the point of the inmate/ward going off-hook through all possibilities of call completion. A separate flow chart shall be provided for all Interactive Voice Response (IVR) menu selections and for each IVR application (e.g., inmate/ward call processing, Customer Service). Flow chart(s) shall be maintained current throughout the life of this Agreement and provided to the CDCR-HQ Administrator for approval prior to any changes.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.3.3.6.2 Call Validation

All calls shall be validated against all databases (IWTS 2, Contractor, Local Exchange Carrier (LEC), wireless and any other applicable database) on a real time basis to restrict access to blocked numbers, payphones, pagers or other devices.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.3.3.6.3 Outbound Call Process

The IWTS 2 system shall be configured such that an inmate/ward will be led through a series of commands to initiate a call:

1) The inmate/ward lifts receiver and within two (2) seconds they will hear a voice prompt to choose either English or Spanish to continue the call initiation process.
2) The inmate/ward will be instructed (in English or Spanish as they have chosen) to enter the area code and seven-digit telephone number of the party they wish to contact.
3) Once the telephone number has been entered, the telephone keypad will be disabled for the remainder of the call.
4) After the inmate/ward has entered the ten-digit telephone number to call, the Contractor's IWTS 2 system will validate each number before processing the call.
5) If the called number is valid, the call process will continue.
6) If the called number is valid and identified as an Alert Number (Section 6.5.4.20), the Contractor's IWTS 2 system will process the call according to instructions in the Facility Phone List (Section 6.5.4.19) which may require the IWTS 2 system to notify or send an alarm to the appropriate Investigative Workstation or CDCR Authorized Staff.
7) The inmate/ward will be prompted to state their name for play back with the call setup branding message (see Section 6.3.3.8.1). The inmate/ward will be required to state their name before call processing will proceed. If nothing is spoken after three prompts, the call will be terminated.
8) After the inmate/ward has stated their name, they will hear nothing more until the call is connected to the called party.

Bidder shall describe how outbound calls will be processed.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.3.3.6.4 Call Denial and Identification

The IWTS 2 system shall provide select call completion denial information and playback to the inmate/ward. When a call cannot be completed, the system shall play an announcement to the inmate/ward explaining why the call could not be completed in these circumstances:

1) Line is out of service;
2) Line is busy;
3) No answer;
4) Number is blocked (includes blockage by LEC, called party, CDCR facility or other reason for being blocked) ;
5) Dialed number is not a valid number;
6) Prepaid account does not have sufficient funds for a one-minute call.

Bidders shall describe how their system will detect and announce the conditions above and share any other announcement options their system generates for a non-completed call. The CDCR-HQ Administrator reserves the right to add to the list above.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.3.3.6.5 Designated CDCR Hot Lines – Calls Recorded

The Contractor shall provide a system that allows inmates/wards to dial a **fictitious** site-specific 10-digit telephone number that emulates standard dialing options and connects calls to a designated CDCR hot line at the respective CDCR facility. These site specific calls will not have to be processed over the Contractor's network, therefore these calls will not be charged.

The hot line calls **shall be** recorded, and CDR data strings shall be generated. The duration of the designated hot line calls may be set between five minutes and fifteen minutes. The hot line calls **shall not** be monitored by any means including Live Monitoring Terminals, Hardwired Monitoring, and Investigative Workstations. The CDCR-HQ Administrator will determine the final configuration for these hot lines.

Select authorized CDCR Investigative staff for the respective site shall have access to the designated hot line's recorded calls as configured through their user profile to allow the respective Investigative staff to play back calls and copy recorded calls. Bidders shall describe how they will satisfy these requirements.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.3.3.6.6 Designated CDCR Hot Lines – Calls Not Recorded

The Contractor shall provide a system that allows inmates/wards to dial a specific 10-digit telephone number that emulates standard dialing options and connects calls to a designated CDCR hot line that may be at a CDCR facility or a CDCR regional field office. If the designated hot line calls have to be processed over the Contractor's network, then the calls will be charged the applicable IWTS 2 rate. If the hot line calls do not have to be processed over the Contractor's network, then the calls will not be charged.

The hot line calls **shall not** be recorded, but CDR data strings shall be generated. The duration of the designated hot line calls may be set between five minutes and fifteen minutes. The hot line calls **shall not** be monitored by any means including Live Monitoring Terminals, Hardwired Monitoring, and Investigative Workstations. The CDCR-HQ Administrator will determine the final configuration for these hot lines. Bidders shall describe how they will satisfy these requirements.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.3.3.6.7 Calls to Other State Agencies' Hot Lines

The Contractor shall provide a system that allows inmates/wards to dial a specific 10-digit telephone number and connects calls to other State agencies' hot lines. The CDCR-HQ Administrator will determine how these calls will be configured (i.e., recorded, live monitored, duration of call, and other settings). These calls will be charged to the respective State Agency. The CDCR-HQ Administrator will determine the final configuration for these hot lines. Bidders shall describe how they will satisfy these requirements.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.3.3.6.8 Call Control Feature Parameter Verification

The Contractor's IWTS 2 system will verify that the destination number can be processed based upon the Call Control Features (Section 6.3.3.12) that have been set for the IWTS 2 telephone set and the CDCR facility.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.3.3.7 Accepting and Receiving IWTS 2 Calls

6.3.3.7.1 Accepting Calls from Inmates or Wards

The branding message (Section 6.3.3.8.1) for all calls shall require the called party to use the number "five" (5) to accept a call. Call acceptance shall be by either a keypad input or a voice response.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.3.3.7.2 IWTS 2 Rating by Call Type Option

The called party will be given the option to request the rate for all domestic calls (Intrastate and Interstate) by inputting "nine" (9) either by pressing a keypad input or voice response. For the purposes of this Agreement, Intrastate Calls include all local, intraLATA and interLATA calls within California.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.3.3.7.3 Call Blocking by Called Party

The IWTS 2 shall provide Call Blocking. The branding message shall provide the option for the called party to block a call by inputting seven (7) with either a keypad input or a voice response. When seven (7) is pressed, the called party will hear a recording that provides the Contractor's Customer Service contact telephone number or gives the called party the option to be directly connected to the Contractor's Customer Service Representative. The called party will have the option to block calls from specific CDCR facilities or from all CDCR facilities.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.3.3.7.4 Receiving a Prepaid Call from an Inmate/Ward

The branding message shall provide the called party with an option to establish a prepaid account with the Contractor, if an account is not already in place.

When a prepaid account is already established, the called party will be given an opportunity to hear the amount remaining in their account by either using a keypad selection or voice response.

The Bidder shall describe how their system will process prepaid calls.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.3.3.7.5 Passive Acceptance

"Passive Acceptance" is identified as the ability to connect IWTS 2 telephone calls to the destination number without the called party pressing a keypad number or voice response. Calls to numbers on the Passive Acceptance list shall be assumed to be accepted if the called party does not disconnect from the call within three (3) seconds. The acceptance time shall be adjustable by the CDCR-HQ Administrator (1-9 seconds). A unique branding message may be provided for calls to a Passive Acceptance number. The verbiage for the Passive Acceptance message will be provided to the Contractor by the CDCR-HQ Administrator prior to the first IWTS 2 site implementation.

The IWTS 2 system shall include the ability for CDCR-HQ Administrator and authorized staff to assign passive acceptance to specified telephone numbers. Not all users will be able to set passive acceptance. In addition, the CDCR-HQ Administrator will have the ability to determine whether or not to play a Branding message or bypass the Branding message for specific telephone numbers. Contractor's staff shall not set passive acceptance. The user identifier of the authorized staff that sets or modifies the passive acceptance shall be stored and available for a custom report.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.3.3.8 Recorded Messages Played to Called Party

The Contractor's IWTS 2 system shall play recorded messages after the called party answers the telephone, randomly throughout the telephone call, and before the call is terminated. The messages will be played to the called party in English or Spanish which will be based upon the language chosen by the inmate or ward when they began their call. The Contractor shall be capable of controlling the volume of the messages to allow the recorded messages to be audible but not intrusive. The CDCR-HQ Administrator will be provided the capability to turn the recorded messages on or off. These messages may be different for adult and youth facilities. The CDCR-HQ Administrator shall have the option to modify the branding message at the CDCR-HQ Administrator's discretion for each facility.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.3.3.8.1 Call Setup Branding

Call Setup Branding is defined as the first recorded message played to the called party when they answer the telephone. The Call Setup Branding message shall advise the called party that the call is coming from a California correctional facility that will be site specific and playback the inmate or ward's name that was stated in the outbound call process (Section 6.3.3.6.3).

The message will play in its entirety unless interrupted by pressing a State defined keypad number or voice prompt. The CDCR-HQ Administrator shall have the ability to define at what point in the message and which keypad numbers, or voice prompt, will allow the call to be processed or connected. The Contractor shall block all conversation until the Call Setup message has been played and the called party has accepted the call.

Example of a Call Setup Branding message:

"This is [Contractor Name]. This call and your telephone number will be recorded and monitored. You have a collect call from <inmate name> or <ward's name>, an inmate [or ward] at <facility name>, in <city> in California. To accept, dial or say "five" now. <PAUSE> To refuse, hang up now or stay on the line for additional options. [The Setup Branding message shall be played up to this point before the call can be connected.] To hear the billing rate for this call, dial or say "nine" now. PAUSE> For customer assistance, complaints and billing inquiries, hang up and dial [Contractor's Customer Service Help Desk Number]. If you wish to block any future calls of this nature, dial or say 'seven' for further information now. <PAUSE>

If "9" is pressed, the system shall provide a prompt such as:

"The cost of this call is [xx] cents per minute, including all fees and surcharges."

The per-minute rates that will be quoted in this message will depend on the inmate/ward's status (adult or youth), the type of network connection necessary for the particular call (Intrastate, Interstate, or International), and the called party's account status (prepaid or collect). Billing rates are detailed in Section 7, Cost.

The IWTS 2 system shall announce the per minute rates or if a prepaid call, after called party selection, account balance of time and/or funds amount remaining in account to the called party prior to call acceptance.

If "7" is pressed, the system shall provide a prompt such as:

"To have your number blocked from receiving calls from California correctional institutions, dial [Contractor's Customer Service Help Desk Number]" Call blocking capability by the called party is detailed in Section 6.3.3.7.3.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.3.3.8.2 Overlay Message

Overlay is defined as the message that is played randomly throughout the call. The Contractor shall provide Overlay messages at periodic intervals throughout the course of the call. The Overlay messages shall advise the caller and the called party that the call was originated by an inmate/ward at a California correctional facility and that the call is being recorded and monitored. Overlay Branding shall be played in a manner that allows both parties to continue a conversation.

The Contractor's IWTS 2 system will provide the CDCR-HQ Administrator with the capability to set the exact wording for the overlay message and frequency that overlay messages will be played during each IWTS 2 telephone call.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.3.3.8.3 Call Termination Message

The Contractor shall provide call termination messages to notify the inmate and called party the call will end due to the expiration time or prepaid account balance. Prior to terminating a call, the inmate/ward and called party shall be informed 60 seconds and 30 seconds prior to the expiration. The Contractor's IWTS 2 system shall provide the CDCR-HQ Administrator with the capability of changing the intervals when the call termination messages shall be played.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.3.3.9 Call Detail Record (CDR)

The Contractor's IWTS 2 system shall generate Call Detail Records (CDR). All calls shall generate call records, which shall be accessible and available for reporting, analysis, or viewing, immediately upon the termination of a call. CDRs will be viewable on any Investigative Workstations or by Remote Access Users. Any process requiring a delay in making call records available (for example, on a daily basis or through a download process) is unacceptable.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.3.3.9.1 Call Detail Record Content

The following information shall be captured and stored for all calls attempted:

1) Correctional facility from which call was placed;
2) Telephone Location;
3) Telephone Station Number;
4) Start date and time;
5) End date and time;
6) Call duration;
7) Call completion status (complete or incomplete call):
8) Sequential identification number;
9) Destination Number (dialed digits);
10) Destination Number's city and state, or city and country for International Calls;
11) Billing Number Address (address, name and telephone number – "BNA");
12) Start Code (Method in which the call was accepted or denied);
13) Reason for call not completed, if applicable;

14) Type of call (Intrastate, Interstate, International);

15) Method of payment;

16) Duration from inmate/ward recording their name until call acceptance;

17) Duration from acceptance to termination (Conversation Minutes);

18) Alert (whether an alert was issued for the call);

19) Type of alert (e.g., Three-Way Calling, Hot List Number);

20) Filename of recording;

21) End Code (Method of Termination);

22) Collect or prepaid call; and

23) Call placed to land line, cell phone, pay phone, pager or TDD/TTY, CRS.

Bidders shall provide a sample of the CDR data string that will be provided with their IWTS 2 system.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.3.3.10 Call Termination

6.3.3.10.1 Software Controlled Manual Termination

The IWTS 2 system shall include the ability for authorized CDCR staff to manually terminate calls for a single or group of inmate/ward telephone(s) from either Live Monitoring Terminals or Investigative Workstations.

The Contractor's IWTS 2 system shall provide the CDCR investigative users with the ability to manually terminate calls with a Soft Switch. CDCR Live Monitoring Terminals shall be able to terminate:

1) Individual calls;
2) All Calls (within Span of Control);
3) Individual Telephones; and
4) All Telephones (within profile Span of Control) by:
    a) Telephone ID
    b) Bank or group of IWTS 2 telephone sets
    c) CDCR Facility building/section
    d) CDCR Facility
    e) Statewide Adult
    f) Statewide Youth
    g) Statewide CDCR Facilities

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.3.3.10.2 Hardwired Switch Manual Termination

The Contractor's IWTS 2 system shall provide the CDCR authorized users with the ability to manually terminate calls with a physical cut-off switch. There are three cut-off switch configurations that operate independent from the investigative network:

1) Hard wired cut-off switches with monitoring speaker (a.k.a. "squawk boxes");
2) Hard wired cut-off switches without a monitoring speaker; and
3) Hard wired cut-off switches for a bank of IWTS 2 telephones at a location different than the Live Monitoring Terminal.

Locations are identified in the Exhibits at the end of Section 4, Proposed System.

Authorized staff shall be able to terminate:

1) Individual Telephones (within Span of Control)

2) All Telephones (within Span of Control)

Bidders shall provide documentation that describes topology and physical device drawings of the various cut-off switch options they are proposing and how they will function with the State's existing cabling.

- Bidders shall describe how their system will provide the required functionality of the manual termination switches. The description shall also address how their system will: Interface with the existing cabling;
- Not require electrical AC power; and
- Support distances between the devices and the telephones up to 1,000 feet

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.3.3.11 Outbound Calling Restrictions

6.3.3.11.1 Outbound Only Calls

The Contractor's IWTS 2 system shall allow inmate/wards to process only outbound calls. Contractor shall configure the IWTS 2 system so that in no case shall inbound calls be processed.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.3.3.11.2 Secondary Dial Tone

The Contractor's IWTS 2 system shall allow inmates/wards to reach the called party dialed, and will prohibit the inmate/ward from obtaining a secondary dial tone. Inmates/wards will not be able to reach an additional party without hanging up the receiver first which will prevent Three-Way Calling and call forwarding.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.3.3.11.3 Calling Other CDCR Facilities

The Contractor's IWTS 2 system shall prohibit calls to any other California correctional facility. Bidders shall describe how their proposed system will prohibit outbound calls from being placed to another CDCR facility.

Bidder understands the Requirement and shall meet or exceed it? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.3.3.11.4 Maximum Ring Time

Contractor's IWTS 2 system shall include a maximum ring time for all calls prior to disconnecting a call. IWTS 2 calls will automatically disconnect once the maximum ring time is reached. The amount of ring time shall have a default value of one minute and shall be adjustable by the CDCR-HQ Administrator in one-second increments.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.3.3.12 Call Control Features

The Contractor's IWTS 2 system shall include, at a minimum, the Call Control Features described below. Each of the Call Control Features shall include variable control parameters described below. The Contractor's IWTS 2 system shall provide the CDCR-HQ Administrator with a means of setting and changing the parameters for the Call Control Features through the Administrative Control Interface.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.3.3.12.1 Calling Schedules

The Contractor's IWTS 2 system shall be capable of being configured to set calling schedules. These schedules will control when IWTS 2 telephones are turned on or off during the day within a correctional facility.

Calling Schedule variable parameters:

1) Time of day;
2) Day, week or month; or
3) Correctional facility.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.3.3.12.2 Time Between Completed Calls

The Contractor's IWTS 2 system shall be capable of being configured to control the amount of time between inmate/ward completed calls. The State shall be capable of enabling or disabling this feature. The time between completed calls limitation shall be set by minutes and shall range from 0 to 999 minutes.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.3.3.12.3 Call Duration

Call duration is the total amount of minutes an inmate/ward may converse with the called party on an IWTS 2 call. The State shall be capable of enabling or disabling this feature. The call duration limitation shall range from 0 to 99 minutes.

Call Duration variable parameters:

1) 0-99 minutes per call for a IWTS 2 telephone;
2) 0-99 minutes per call for a group of IWTS 2 telephones; or
3) 0-99 minutes per call for all IWTS 2 telephones at an entire correctional facility.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.3.3.12.4 Extra Dialed Digits Prevention

The Contractor's IWTS 2 system shall be capable of preventing the processing of additional digits from an inmate/ward after all call processes have been completed for an authorized IWTS 2 call. The CDCR-HQ Administrator shall be provided the capability to configure the number of extra dialed digits allowed before the call session is terminated. The number of extra dialed digits allowed shall range from 0 to 99 digits.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.3.3.12.5 Blocked Calls by CDCR Authorized Staff

Contractor's IWTS 2 system shall provide the CDCR authorized staff with a method to block all IWTS 2 calls to a specific telephone number. The IWTS 2 system will include the ability to block specific telephone numbers on a statewide basis and others on a case-by-case basis. Calls blocked for an Institution/Facility shall not block calls from other inmate/wards in another institution wishing to call that same number. Calls blocked using this method shall be identified separately in all IWTS 2 tables as blocked by an End-User. Under no circumstances shall the Contractor alter or interfere with the ability of the called party to receive other collect calls originating from non-State correctional facilities. The ability for a CDCR authorized user to block a call shall be based upon the user's profile.

Called Party Blocking variable parameters:

1) Block IWTS 2 calls to a specific telephone number from a correctional facility; or,
2) Statewide.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.3.3.12.6 Blocking Specific Types of Telephone Numbers

The Contractor's IWTS 2 system shall block all calls that include:

1) Toll free access numbers (e.g., 800, 866, 877);
2) Special service numbers (e.g., 711, 911);
3) Numbers that provide live operator access;
4) Telephone numbers that incur charges (e.g., 972-, 976-); and
5) Long distance carrier access numbers (e.g., 10333, 10288).

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.3.3.13 Detection of Unusual or Suspicious Dialing

Contractor shall provide a means of detecting unusual or suspicious number sequences dialed or dialing patterns, which the system identifies as possible attempts to commit fraud. Bidders shall provide the State with a list of the types of activities they detect and how this information will be reported.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.3.3.14 Detection of Three-Way Calls

The IWTS 2 system shall provide the capability of detecting suspected and confirmed Three-Way Calls. The system shall be configured to automatically allow, terminate, and/or report detected Three-Way Calls. The IWTS 2 system shall reflect three-way calls in a different color when suspected or detected. The CDCR-HQ Administrator shall have the ability to configure this functionality on a facility or individual called number basis.

Bidders shall explain in detail the various types of Three-Way Calling their system is capable of detecting as listed below.

At a minimum, Bidders shall indicate which of the following types of Three-Way Calls or call forwarding their system is capable of detecting of the following:

1) Calls to telephone numbers, which have been automatically forwarded to another telephone number by the local telephone company also known as remote call forwarding;

2) Calls to telephone numbers, which have been automatically forwarded by called parties through the use of feature groups provided by the local telephone company also known as call forwarding;

3) Calls to telephone numbers, which "hook flash," dial another number and complete the Three-Way Call;

4) Calls to "follow me" numbers; and

5) Conference calls facilitated through customer provided switching equipment. Detection of Three-Way Calls and/or call forwarding shall be capable of being configured by the State to either automatically terminate suspected calls, report the suspected calls, or both.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.3.3.15 Detection of Call Forwarding

The IWTS 2 system shall provide the capability of detecting suspected and confirmed call forwarding attempts. The system shall be configured to automatically allow, terminate, and/or report call forwarding. The CDCR-HQ Administrator shall have the ability to configure this functionality on a facility or individual called number basis.

The system shall include the capability to terminate, monitor, barge-in or flag, at the CDCR-HQ Administrator’s discretion, any detected call forwarding.

Bidders shall explain in detail how each type of industry accepted call forwarding will be detected by their system is capable of detecting.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.3.3.16 Third-Party Call Flag, Warn, or Disconnect

The system shall include the capability to terminate, monitor, barge-in or flag, at the CDCR-HQ Administrator's discretion, any detected Three-Way Call.

The IWTS 2 shall include the capability to monitor, flag, warn, barge in and/or terminate, at the CDCR-HQ Administration's discretion, any Three-Way Calling detected. The system shall provide the ability to configure and identify individual called numbers for automatic and manual disconnect or permissive Three-Way Calling exceptions. Bidders shall provide the State with a detailed description of how their system provides this capability.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.3.3.17 Additional Detection Capability

Bidders shall describe any additional third-party call completion detection methods provided by their system.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.3.3.17.1 Automated System Malfunction Notification

Contractor's IWTS 2 system shall possess the capability to automatically notify both Contractor and selected CDCR Authorized Staff in the event of a Monitoring Terminal malfunction of the call control system, the recording system, workstations, or any other major system component. The notification may be sent to one or more individuals' pager, cell phone or other telecommunications device.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.3.3.18 User Group Configuration

A group of Call Control Features with the same variable parameter settings is known as a User Group Configuration. The IWTS 2 system shall provide the State with the capability of configuring the parameters for each feature for a specific User Group. This capability shall be administered by CDCR-HQ Administrator. Each User Group Configuration shall be assignable as a default configuration for each IWTS 2 telephone group.

The Contractor's IWTS 2 system shall provide the State with the capability of maintaining at least fifteen (15) multiple User Group Configurations. These User Group Configurations will be derived from various combinations of Call Control Features detailed in Section 6.3.3.12.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.3.3.19 IWTS 2 Telephone System Quality Requirements

6.3.3.19.1 Industry Standards

All equipment shall meet or exceed all applicable codes and industry standards for installation. All equipment must be UL approved and FCC compliant.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.3.3.19.2 Voice Quality

The quality of voice connections provided by the IWTS 2 shall meet or exceed industry standards in use in the United States and enacted by appropriate standards organizations (Bellcore or Telcordia, IEEE, ANSI, NIST, FIPS) for transmitted and received levels, noise, cross-talk, and frequency range. The IWTS 2 Contractor shall detail the standard to which their IWTS 2 system will adhere in the response to this requirement. This voice quality shall be provided for all telephone services at all stages of a call and shall not be affected by any other IWTS 2 feature, function, or capability.

Voice quality shall be provided with a Mean Opinion Score (MOS) ITU P.800 -- 3.92 or above (or equivalent industry standard measurement).

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.3.4 IWTS 2 TELEPHONE SYSTEM DATABASES

6.3.4.1 Blocked Number Database

The Contractor will provide a blocked number database. The IWTS 2 system will check this database before completing any calls and not allow any calls to blocked numbers. CDCR-HQ Administrator, authorized staff and Contractor's Customer Service representatives will have the ability to add or delete blocked telephone numbers. When this occurs, a user identifier will be reflected to track who modified the block. A note field will be available to input notes for the reason for the block.

The blocked number database will allow CDCR Authorized staff to transfer inactive blocked numbers within the database that can be queried at a later date as needed.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.3.4.2 Prepaid Accounts Database

The Contractor shall maintain a database with a record of all prepaid activity for each prepaid account. The information shall include at a minimum; time/date of activity, amount prepaid, method of payment, billing disputes, phone number, name of account owner, billing address, and type of account (cell phone, VoIP, CLEC, and others).

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.3.4.3 Facility Phone List Database

The Contractor will provide a Facility Phone List database that can be accessed using the Investigative Workstation or remotely by authorized users. This database will store specific telephone numbers that are being monitored by authorized users.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.3.4.4 Billing Number Address (BNA) Database

The Contractor will provide a Billing Number Address (BNA) database that will have fields that include: the end user's name, billing address, and mailing address. The BNA will populate in the field within the call detail report.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.3.5 IWTS 2 TELEPHONE SYSTEM DOCUMENTATION REQUIREMENTS

The IWTS 2 Contractor shall provide supporting documentation as described below. Contractor shall include access to appropriate documentation on the Contractor's public and private portals (see Sections 6.11.1 and 6.11.2.

6.3.5.1 User Guide for Called Party

The Contractor shall prepare and provide a User Guide that provides instructions in English and Spanish to the CDCR-HQ Administrator for review and approval. The guide will include instructions and contact information for establishing accounts, receiving calls, blocking calls, pre-paying calls, and clarification of all other issues that a called party may be concerned with. This User Guide will be made available on the Contractor's Public Web site. Pamphlets will be mailed to customers by the Contractor with the initial billing and upon request. Soft copies in .pdf and .doc will be provided to CDCR and available on the Private Portal. Contractor shall input updates to the User Guide provided by the CDCR-HQ Administrator or as required.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.3.6 END-USER CUSTOMER SERVICE REQUIREMENTS

The End-User's positive perception of their calling experience is of primary concern to the State and is a stated goal of this IFB. Bidders shall detail how they plan to provide exceptional Customer Service and shall address:

1) Billing Services (Collect, Prepaid and Direct Billing)

2) Complaint Tracking and Reporting System

3) Complaint Resystem Processes

4) Complaint Escalation Processes

5) Root-Cause Analysis Procedures

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.3.6.1 Hours of Operation

Contractor's End-User Customer Service shall be provided by a live operator, at a minimum, seven (7) days a week during the hours of 5:00 a.m. to 9:00 p.m. PST for all Interstate calling areas including Hawaii, Alaska, and Puerto Rico. International Customer Service shall be provided, as a minimum, seven (7) days a week during the hours of 8:00 a.m. to 6:00 p.m. locally (at the International destination). In addition to the toll free numbers, Customer Service shall be accessible by mail, email, web-site, fax, and TTY. The addresses and telephone numbers for each of these communication methods shall be published on all billings, customer solicitations, public portal, and customer correspondence.

CDCR Authorized Staff shall have access through the Contractor's IWTS 2 Private Web Portal to the Contractor's Complaint Tracking and Reporting System.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.3.6.2 Toll Free Customer Service Number Access

Contractor shall provide a dedicated IWTS 2 toll free access number for all domestic Customer Service functions with separate IWTS 2 toll free numbers provided specifically to answer Spanish speaking callers and a dedicated IWTS 2 toll free number for TTY callers. The domestic IWTS 2 Customer Service numbers must be accessible from anywhere in the United States,

and Puerto Rico. Bidders shall list the toll free Customer Service numbers for all International locations that are available.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.3.6.3 Supported Languages

Contractor's domestic Customer Service shall be provided in both English and Spanish, at a minimum. Customer Service supporting International countries shall be available in English and, at a minimum, the primary native language spoken in that country.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.3.6.4 Complaint Resystem and Escalation Plan

Contractor will process End-User issues quickly with a single contact to the Contractor's Customer Service. Contractor shall provide a complaint resystem team. Complaints that do not have a specific resystem plan within 24 hours of receipt by the Contractor shall be identified, reported, tracked and managed by the Complaint Resystem Team. Bidders shall describe the complaint escalation process, including standard target times for resystem, as part of the Escalation Plan requirement in Section 6.13.3.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.3.6.5 Service and Support Resources

End-User support materials, User Guides, public portal support options (including FAQs and email) and an IVR based help system shall be provided and actively promoted by the Contractor. Customer Service calls that are directed to an IVR must have all prompts and recordings provided in the same language associated with the number that was used to contact the Contractor's Customer Service.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.3.6.6 Average Speed of Answer (ASA)

The ASA is defined as the time from which a call is presented to the Customer Service system until it is answered by a live operator who is capable of servicing the caller. An operator who answers the call but is not trained to handle customer complaints and must transfer the caller does not meet this requirement, such that the ASA time will continue until answered by a qualified Customer Service Representative. All Customer Service access numbers must be captured and reported as part of the ASA report. The daily ASA of all IWTS 2 Customer Service calls shall not be less than 85 percent of the calls answered within 30 seconds. If Spanish callers, or any other language, comprise more than 10 percent of the total volume, then the minimum daily ASA requirement of 85 percent of the calls answered within 30 seconds shall separately apply for that language group.

When a call is answered by an IVR (Integrated Voice Response) system or its equivalent, the ASA time shall not include the time in the IVR if:

1) The initial prompt and all additional prompts shall offer the caller the option of speaking with a live operator by dialing “0” at any time. No user input after 5 seconds of a prompt will be assumed to be a request for an English speaking live operator, preferably someone who is bilingual;

2) The menu selections are no deeper then five (5) levels at any point from the top level (initial greeting);

3) The State shall have final approval of all prompts, greetings and recordings;

4) No single menu shall offer more than four selections in addition to “0” for a live operator and “*” or “# “ to return to the previous menu;

5) The IVR shall not for any reason automatically disconnect the caller;

6) Menu Usage and Time in the System reports shall be available as part of the IVR System and made available upon request by the State.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.4 LIVE MONITORING SYSTEM

The Contractor’s IWTS 2 CDCR systems will comprise at a minimum of two (2) types of workstations: Live Monitoring Terminals and Investigative Workstations. The workstations will have similar and different capabilities as described below.

The IWTS 2 Contractor shall provide as many Live Monitoring Terminals as are required at each CDCR facility (see Section 3, Current Services). Additional Live Monitoring Terminals may be requested by the State in the future and will be provided at no cost to the CDCR and without an increase in call rates or fees.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.4.1 LIVE MONITORING TERMINAL NETWORK

The Contractor's IWTS 2 system shall be a fully stand alone system operating on the Contractor's network independent of any CDCR equipment or network infrastructure with the exception of the State provided cabling.

Bidders shall identify and describe the network and infrastructure to be utilized for Live Monitoring Terminal operation. Bidders shall provide all of the information as required for the IWTS 2 Telephone System Network as described in Section 6.3.1.1.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.4.2 LIVE MONITORING TERMINALS

The IWTS 2 system shall provide CDCR with the ability to selectively monitor call activity within their Span of Control in real time, and initiate appropriate action as necessary. The Live Monitoring Terminals will be utilized by authorized staff to monitor inmate/ward telephone calls as they occur.

The Live Monitoring Terminals shall provide multiple authorization level log-ins. Live Monitoring Terminals displays shall be configurable only with various authorization levels that allow or deny modification of terminal display or settings. A default setting template shall be provided for all Live Monitoring Terminals.

In addition to the Live Monitoring Terminals described below, Contractor shall provide monitoring stations that include only a speaker and a manual cut-off switch (a.k.a. “squawk boxes”) so that CDCR staff can monitor IWTS 2 conversations. The anticipated speaker box deployments are included in the Exhibits located in Section 4, Proposed Services.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.4.2.1 Live Monitoring Terminal Deployments

The number of Live Monitoring Terminals deployed at each institution ranges from one (1) to 33 terminals. The maximum number of Live Monitoring Terminals could increase based upon the change in facility operations and need for additional live monitoring areas. Additional Live Monitoring Terminals will be provided by the Contractor at no cost to the State.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.4.2.2 Live Monitoring System

The IWTS 2 shall have the capability of monitoring the inmate/ward telephone calls in progress over the Live Monitoring Terminals within their Span of Control. The Live Monitoring system shall be expandable to monitor new telephones without requiring additional cable.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.4.2.3 Live Monitoring Terminal Failure

The IWTS 2 shall automatically terminate all calls and deactivate telephones within the Span of Control if the monitoring and/or recording capability becomes inoperative.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.4.2.4 Graphical User Interface (GUI)

Live Monitoring Terminals shall employ an-industry standard GUI that includes intuitive command standards for desktop, screen and window behavior.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.4.2.5 Live Monitoring Terminal Identification

Live Monitoring Terminals shall be automatically identified within the system, preferably through a hardware-generated identifier such as the network interface card node address or controller port address. The CDCR-HQ Administrator will provide a unique identification schema for cross-reference purposes to be integrated with applicable databases.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.4.2.6 Live Monitoring Terminal Display Content Requirements

The Live Monitoring Terminals shall provide authorized staff with access to monitor, at a minimum, to view the following information that will appear in a font size of 12 or larger:

1) IWTS 2 station number (within the vendor's network) for each telephone;

2) Location and telephone identification number of IWTS 2 telephones being monitored that will be provided by CDCR;

3) Current date and time

4) Incremental call duration timer (mm:ss) for each call;

5) Up to thirty (30) telephones shall be displayed simultaneously on a single terminal screen;

6) Indicators for each telephone that is off-hook;

7) Indicator for call currently listened to when in scan mode;

8) Indicator for call currently listened to when in park mode;

9) An indicator to reflect the equipment is communicating with the network;

10) An indicator for the key to press for the help screen; and

11) An indicator (blinking cursor) that reflects the navigational position on the screen.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.4.2.7 Sign-On Screen

All Monitoring personnel shall be provided a notice that requires acknowledgement during log-on indicating that by "signing on" to the IWTS 2 system, they consent to monitoring of their activities. This shall be done through an appropriately displayed "sign-on" screen described as a banner, which shall include the following: "WARNING! By accessing and using this computer system you are consenting to system monitoring for law enforcement purposes. Unauthorized use of, or access to, this computer system may subject you to criminal prosecution and penalties." Contractor shall modify the notice at the State's request.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.4.2.8 Live Monitoring Terminal Functionality Requirements

The Contractors systems shall provide the following functionality requirement for each Live Monitoring Terminal for the inmate/ward telephones with their designated Span of Control:

1) Scan and monitor active calls (individual and all telephones within Span of Control) Scan mode shall be programmable and set to scan in intervals approved by CDCR-HQ Administrator

2) Park and listen to an active call;

3) Monitor in a hands-free manner;

4) Terminate active calls;

5) Barge-in to active calls and talk;

6) Access a “help menu” with one keystroke;

7) Turn phones on or reactivate a phone (individual and all telephones within Span of Control); and

8) Turn phones off or disconnect a call (individual and all telephones within Span of Control).

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.4.2.9 Scan and Live Monitoring of Multiple Calls

The Live Monitoring Terminals shall have the capability to scan and monitor a selected number of calls in progress. The number of simultaneously scanned conversations from a single Live Monitoring Terminal shall not exceed the total amount of monitored telephones that appear on the monitoring screen. The system shall indicate which telephone is currently being monitored.

Authorized monitoring staff shall have the ability to scan the ongoing calls in user definable intervals of one (1) to thirty (30) seconds for each call in progress. Authorized monitoring staff shall have the ability to manually stop and start the scanning to monitor any call in progress.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.4.2.9.1 Park and Listen To Calls

The Live Monitoring Terminal shall have the capability to park and listen to an active call. The system shall indicate which inmate/ward telephone is being monitored at any given time and show the status of each inmate/ward telephone, in-use or idle.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.4.2.9.2 Hands-Free Monitoring

The Live Monitoring Terminal shall have the capability to listen to an active call hands-free through an integrated speaker. The authorized user shall have the ability to increase or decrease the volume using a dial or a single keystroke

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.4.2.9.3 Termination of Active Calls

The Live Monitoring Terminal shall be able to manually terminate calls for a single or group of inmate/ward telephones within the Span of Control. Each Live Monitoring Terminal shall have a defined list of telephones that it can control through the Call Termination function. All manually terminated calls shall be flagged as a hard kill in the end code column of the Call Detail Report.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.4.2.10 Barge-In To Active Calls

The Live Monitoring Terminal shall have the capability for the authorized staff monitoring calls to interrupt or barge in and talk on selected inmate/ward telephone calls. After the barge in is complete, the system shall have the ability to resume the call or disconnect the call.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.4.2.11 Access a “Help” Menu

The Live Monitoring Terminal shall have the capability to access a “Help” menu with one keystroke that allows the authorized user to view the description of the key functionality on the screen. The designated keystroke shall have the ability to toggle in and out of this menu.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.4.2.12 Live Monitoring Terminal Display of Active Call

The time between the first possible detection of a call in progress within the Span of Control of the Live Monitoring Terminal shall not exceed two seconds before the active call appears on the display screen.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.4.2.13 Live Monitoring Terminal Stealth

The IWTS 2 shall provide the capability to monitor calls in progress without the inmate/ward or called party's awareness through attenuation of volume or other audible sound(s) to suggest that the conversation is being monitored.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.4.2.14 ive Monitoring Terminal Volume

The audible volume of the call shall remain the same when the call is monitored. The volume shall not be impacted if one or more CDCR Authorized Users are listening to a call.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.4.2.15 Multiple Users Monitoring a Live Call

The IWTS 2 system shall allow up to three (3) simultaneous live monitoring sessions on the same IWTS 2 telephone call at the same time from different locations or access methods.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.4.2.16 Live Monitoring Terminal Physical Restrictions

The space available for Live Monitoring Terminals is extremely limited – typically 2 feet by 2 feet. Live Monitoring Terminals shall be configured with the following characteristics:

1) Approximate external dimensions (subject to CDCR approval): 14.0 inches wide x 12.0 inches deep x 12.0 inches high;

2) Minimum 14 inch diagonal screen size;

3) Non-glare, high intensity screen suitable for brightly lit areas;

4) Stereo 3.5 mm headphone jack;

5) Integrated microphone;

6) Integrated speaker, volume controls, 102Hz to 18KHz frequency range;

7) Function keys shall be visibly marked for ease of use by the authorized monitoring staff;

8) No access to the workstation configuration or the ability to modify characters displayed on the screen shall be allowed. These functions shall be password protected and only used by authorized IWTS 2 Contractor staff;

9) No functioning USB ports;

10) No access to the internet; and

11) No games, music or other entertainment features shall be available.

Bidders shall provide documentation that describes the physical characteristics of the Live Monitoring Terminals including hardware specifications and pictures.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.4.2.17 Live Monitoring Terminal Physical Security

The IWTS 2 Contractor shall provide a means for the Live Monitoring Terminals to be physically secured to a desktop, or other designated surface to prevent the Live Monitor Terminal from being moved or relocated by non-authorized Contractor personnel. The IWTS 2 Contractor may employ stranded cable and a lock, of sufficient size and strength, or an alternative manner as agreed to by the State.

The Contractor's staff shall retain a master key to unlock the Live Monitoring Terminal in the event repair, removal, relocation or other reason.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.4.2.18 Extended Distances of Live Monitoring Terminals

Live Monitoring Terminals shall be capable of operating extended distances from the inmate/ward telephone(s) that are being monitored. Contractor shall provide LAN extenders to ensure signal strength meets quality standards for the extended distances.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.4.2.19 User Guide for Live Monitoring Terminals

The Contractor shall prepare and provide a User Guide for Live Monitoring Terminals that provides instructions that will describe primary features, functionality and commands in an abridged user-friendly format. This User Guide will be made available on the Contractor's Private Web site and shall be specific to the IWTS 2 system. Hard copies will be laminated and posted at each Live Monitoring Terminal. Soft copies in .pdf and .doc will be provided to CDCR and available on the Private Portal. Contractor shall modify the User Guide as directed by the State or as required.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.5 CDCR INVESTIGATIVE SYSTEM

The Contractor's IWTS 2 CDCR systems shall be comprised, at a minimum, of two (2) types of workstations: Live Monitoring Terminals and Investigative Workstations. The workstations will have similar and different capabilities as described below.

The IWTS 2 Contractor shall provide as many Investigative Workstations as are required at each CDCR facility (see Section 3, Current Services). Additional Investigative Workstations may be requested by the State in the future and will be provided at no cost to the State and without an increase in call rates or fees.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.5.1 CDCR LIVE MONITORING AND MANAGEMENT CAPABILITIES OVERVIEW

Contractor shall provide the hardware, software, features and functionality necessary for CDCR staff to effectively live monitor ongoing IWTS 2 calls and to use the investigative tools associated with the IWTS 2 calls. CDCR Live Monitoring Terminals and Investigative Workstations will be capable of terminating IWTS 2 telephone calls. Contractor shall record all conversations and make those recordings available to CDCR for the life of the Contract.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.5.2 CDCR INVESTIGATIVE TOOL NETWORK REQUIREMENTS

The Contractor's IWTS 2 system shall be a fully stand alone system operating on the Contractor's network independent of any CDCR equipment or network infrastructure, with the exception of the State provided cabling.

6.5.2.1 Network Architecture

The Contractor shall design and install a network to provide connectivity between CDCR correctional facilities and to support the capability for statewide administrative operations and functions.

Bidders shall submit in their Bid response a description of all network components, hardware and software that will support the IWTS 2 requirements.

Bidders shall provide statewide network designs and typical diagrams for each of the IWTS 2 systems listed below for each IWTS 2 Call Control Systems Configuration listed in Exhibit 4-H. Detailed drawings of components shall include dimensions, floor, rack and backboard mounting requirements:

1) CDCR Investigative Workstation System;

2) Data Storage, including voice recordings; and,

3) Live Monitoring System.

Bidders shall provide two (2) hard copies and one (1) electronic copy of the drawings with the Bid response. Electronic drawings shall be in .dwg, .dfx, .vsd or any mutually agreed format. Hard copy drawings shall be provided in Standard E size.

Drawings shall include both topology (including redundancy) and logical representations of all critical elements to include, at a minimum, the following:

1) Premise Equipment Type and Installation Requirements (physical);

2) Layer 2 and 3 protocols and QoS when applicable;

3) Type and capacity of Equipment at each off-site location including any backup systems and data storage;

4) General Circuit route (city to city);

5) Circuit size/ bandwidth; and

6) Circuit type.

In addition, Bidders shall provide a written description for the following:

1) Identify the various forms of protocols used by your systems such as T1/E1, IP, Ethernet and ATM;

2) Identify Security Standards that apply to the Bidder's system;

3) Identify the encryption Standards supported and provided; and

4) Describe the CDCR facility premise power requirements.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Location _____ *page* _____ *paragraph* _____

Description:

6.5.2.2 Network Functionality

The Contractor shall be responsible for installing and testing all IWTS 2 network equipment, circuits, hardware, security, software and any other components for a fully operational system. The network shall be configured in such a manner to support the following minimum measurements.

1) Jitter (delay variance) -- Less than 15ms

2) Packet Loss -- Maximum 0.5 percent

3) Latency/Delay -- 120ms one way

In addition, Bidders shall provide a description of their methodology to address the following Data Network Backbone issues:

1) Congestion

2) Latency

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.5.2.3 Ubiquity

The IWTS 2 network shall have the ability to provide functionality throughout the state. Bidders shall accurately describe the processes, network design and equipment necessary to fulfill this requirement.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.5.2.4 Scalability

The IWTS 2 network shall have the ability to increase delivery of services in number and/or size within a reasonable timeframe. Bidders shall accurately describe the processes, network design, and equipment necessary to fulfill this requirement.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.5.2.5 Survivability

The IWTS 2 network shall have the ability to continue to operate in the face of unanticipated incidents, disasters, or catastrophes. Bidders shall accurately describe the processes, network design and equipment necessary to fulfill this requirement.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.5.2.6 Points of Failure

The IWTS 2 network shall not have a single point of failure that could adversely affect the entire Network. Bidders shall accurately describe the network design and equipment necessary to fulfill this requirement identifying all redundancy and diversity.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.5.2.7 Data Storage Center

The IWTS 2 shall be networked to a central site(s) system for the purpose of database edits, management, monitoring status, report generation and control. Bidders shall submit details regarding the topology of their network and its interpretability with the Data Storage Center.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.5.2.8 Data Encryption

Communication of information across the local and wide area network shall use the industry's most current encryption methods for data transfer.

Bidders shall describe the encryption standards their system shall meet.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.5.2.9 Investigative Network Security

The State expects stringent security standards, based upon the transmission of confidential or sensitive data. The Contractor shall provide security and intrusion protection for the IWTS 2 system and components. The network design shall protect against network outages or loss of network management systems. Communication of information across the local and wide area network shall use the industry's most current encryption methods for data transfer.

The Contractor shall commit to the following:

1) Security Administration;

2) Support all current and future United States encryption Standards; and

3) Physical site security.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.5.2.10 Network Operations Center

Primary monitoring status and control for the network and all sites shall be at the Contractor's Network Operations Center (NOC). The NOC shall provide, at a minimum, the following network management functions:

1) Monitor the status and performance of the network and all network nodes;

2) View equipment alarms and software errors;

3) Monitor the performance of the workstations and servers; and

4) Troubleshoot the network, workstations and servers,

Bidders shall accurately describe their proposed NOC and Network Management Systems (NMS) that support network startup, maintenance, monitoring, and operations. Bidders shall submit details regarding the topology of their network and how they will provide control of all of the IWTS 2 sites from their NOC, including redundancy. Also, provide plans that will show the redundancy of the major network equipment and databases to provide non-stop operations to the State.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.5.2.11 Disaster Recovery Plans

Bidders shall provide contingency and disaster recovery plans to restore system operations in case of a disaster at the Contractor provided Central Operations Facility and for each installed CDCR facility location. These plans shall include a description of how the Contractor will restore system operations in case of a disaster at the Contractor's NOC and at each installed IWTS location. The plans shall address all events of total or partial cessation of operations or destruction of the database or physical facility and shall include procedures for both automated and manual recovery of system functionality.

The Contractor shall adhere to these plans in case of a system failure due to a disaster. These plans shall be updated by the Contractor annually. These plans will be reviewed by the CDCR-HQ Administrator on the anniversary of the Agreement term's date for adequacy and approval by the State.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.5.3 INVESTIGATIVE WORKSTATIONS

Contractor's Investigative Workstations will be utilized by CDCR Authorized Staff to perform monitoring and investigative functions. Investigative Workstation functionality includes all of the functionality provided for Live Monitoring Terminals, unless noted, as well as the investigative tools described below.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.5.3.1 Functional Integration

A single platform for the Investigative Workstation's shall be provided to include live monitoring, call detail reports, playback recordings, retrieval of recordings and reports to compact disc (CD) or cassette recorder. Additionally, the Investigative Workstations shall be available to CDCR Authorized Staff to access and analyze all databases and reports.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.5.3.2 Investigative Workstation Hardware Configuration

Contractor's Investigative Workstation shall be configured with the following minimum characteristics:

The Investigative Workstation shall be sized with adequate memory and processor(s) that allows for timely completion of all tasks performed. "Timely" is defined as an interval not greater than ten (10) milliseconds between keyboard or alternative command interface (mouse) input and task response. This requirement is not applicable for network based transactions. If connectivity to the Contractor's network via the IWTS 2 is not available, the Investigative Workstation shall be able to access all recordings and CDR data through an alternative method such as dial a back-up. Bidder shall describe their proposed alternative methods to meet this requirement.

1) Integrated mouse, full-size keyboard, touchpad;

2) 17" flat panel color monitor, with a non-glare screen;

3) 24x CD-RW / 8x DVD ROM;

4) Sound card;

5) Connectivity;

6) Audio: mini-phone stereo 3.5 mm;

7) Input: mini-phone stereo 3.5 mm;

8) USB ports;

9) Security lock slot for cable lock;

10) External boom type microphone;

11) Wired headset with volume control;

12) External speakers with volume controls;

13) Color printer with 8.5" x 11" paper capable of printing a minimum of fifteen (15) pages per minute with a footprint no larger than 20 inches by 20 inches; and

14) Cassette recorder to transfer recorded calls to this media, as needed.

Bidders shall provide documentation that describes the physical characteristics of the Investigative Workstations, including hardware specifications and pictures that meet the requirements defined above.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.5.3.3 Investigative Workstation Software Security

Contractor's IWTS 2 input/output devices shall be protected from the introduction of viruses or other malware that will in any way affect the security or operation of the system. Virus scanning software patches and software

shall be updated by the Contractor as required by the virus scanning software manufacturer.

Bidders shall describe theywill meet this requirement.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.5.3.4 Investigative Workstation Identification

Contractor's Investigative Workstations shall be automatically identified within the system, preferably through a hardware-generated identifier such as the network interface card node address or controller port address. The CDCR-HQ Administrator will provide a unique identification schema for cross reference purposes to be integrated with applicable databases.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.5.3.5 Investigative Workstation Independent Operation

All of the IWTS 2 Investigative Workstations shall operate independently of other workstations in the same correctional facility even when accessing the same stored data.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.5.3.6 Location of Investigative Workstations

There are instances where the Investigative Workstations are more than 300 yards from the IWTS 2 controller. Contractor will provide LAN extenders to ensure signal strength meets quality standards for distances greater than 300 yards.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.5.4 INVESTIGATIVE WORKSTATION FUNCTIONALITY

The IWTS 2 system shall have the capability to record the content of all complete and incomplete telephone call connections. Recordings must be selectable by telephone instrument, group of telephone instruments, bank of telephones, facility, or called number. Once recorded, the content of the call shall be stored locally at CDCR facilities (identified in Section 4, Proposed Services) by the Contractor for retrieval for a period of 12 months, and the IWTS 2 system shall include the capability to transfer the recorded calls to removable media for archiving, or review for the life of the Agreement.

The Contractor shall provide an Investigative system that allows authorized staff to perform all of the investigative functions described below. Bidders shall clearly describe how they will provide the Investigative functionality as follows:

6.5.4.1 Investigative Workstation Search Functionality

The authorized staff shall have ability to search the IWTS 2 CDR database and search on any fields, or combination of fields, within the database. The

retrieval location (on-site or off-site) of the stored recording shall be transparent to the authorized staff.

Bidders shall provide the ability to query more than 10 fields by selecting predefined data fields within a single screen. Upon initiating the search, all data fields will appear in a single display screen report. Investigative staff shall be able to save, file and retrieve custom queries for future use.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.5.4.2 Limited Authority

The Investigative Workstation interface shall NOT have the ability to modify any workstation configuration or Call Control parameter;

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.5.4.3 Password Protected Log-in

All Investigative Workstations will require an authorized user identification code to be entered in order to gain access to the investigative tools. The Investigative Workstation may be password protected, if directed by the CDCR-HQ Administrator.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.5.4.4 Malicious Code Prevention

Contractor shall be responsible for keeping all Investigative Workstations and other IWTS 2 equipment free from viruses, spyware or any other malicious code. Bidders shall describe their system and associated processes for the prevention of viruses, spyware or any other malicious code.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.5.4.5 Hard Drive Capacity

All Investigative Workstations shall have a sufficient Hard Drive Space to accommodate the required workstation's operating system, application(s) software, user data, if required, and at a minimum, 30 percent spare capacity. The spare capacity shall be maintained at a 30% level in lieu of any software upgrades/modifications that may be required for the workstation.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.5.4.6 Remote Software Updates

All required software applications, patches, updates, and operating systems shall be installed remotely and will be pushed out to the Investigative Workstations by the Contractor in conjunction with CDCR coordination of update notification to CDCR users.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.5.4.7 Remote Access Capability

Contractor's IWTS 2 system shall provide authorized staff with the capability to remotely access the Investigative Workstation capability through the Internet with the uniform look, feel and capabilities of on-site access. This remote capability shall require a system log-on procedure, and all data transmissions shall be fully encrypted. Remote Access shall include multi-user access with multiple levels of authorization.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.5.4.8 Investigative Workstation Screen/Icons

The Investigative Workstation shall include the following screen/icons that will be seen at all times somewhere on the screen. The icons shall be user friendly and easy to navigate in and out of by authorized users:

6.5.4.8.1 Sign-On Screen

All authorized users shall be provided a notice that requires acknowledgement during log-on indicating that by "signing on" to the IWTS 2 system they consent to monitoring of their activities. This shall be done through an appropriately display "sign-on" screen described as a banner, which shall include the following: "WARNING! By accessing and using this computer system you are consenting to system monitoring for law enforcement purposes. Unauthorized use of, or access to, this computer system may subject you to criminal prosecution and penalties." Contractor shall modify the notice at the CDCR-HQ Administrator's request.

Authorized users will be required to enter a User Name and Password to Log in to the IWTS 2 system.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.5.4.8.2 Welcome Screen

Once authorized users sign-in, the Contractor's IWTS 2 system will automatically direct users to the Welcome Screen that may include notices that apply to all users. All notices shall be approved by the CDCR-HQ Administrator before Contractor places them on the screen.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.5.4.8.3 Log-out Screen

The log-out icon will be used when authorized users log out of the Investigative Workstation.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.5.4.8.4 Live Monitoring Screen

The IWTS 2 shall be capable of real-time monitoring of all inmate/ward telephone active calls from an Investigative Workstation or remotely by authorized remote users. The real-time monitoring by each authorized user shall be user definable, and the restriction criteria shall be assigned to the authorized user's profile.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.5.4.8.5 Reports Screen

This screen will include drop down menus for authorized staff to generate and print Statewide or Facility specified reports described herein.

The system shall display any user-defined combination of the fields contained in a Completed Call record.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.5.4.8.6 Facility Phone List Screen Content

Access to this screen will be limited to authorized users' profile settings. The Facility Phone List is described in detail in Section 6.5.4.19.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.5.4.8.7 On-Line Manual

This icon will be used to access an on-line manual specific for the IWTS 2. Authorized users will be able to search and find operating instructions for specific functionality.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.5.4.8.8 User Guide for Investigative Workstations

The Contractor shall prepare and provide a User Guide for Investigative Workstations that provides instructions that will describe primary features, functionality and commands in an abridged user-friendly format. This User Guide will be made available on the Contractor's Private Web site and shall be specific to the IWTS 2 system. Hard copies will be posted at each Investigative Workstation and will be printed in a reproducible size, font and format. Soft copies in .pdf and .doc will be provided to CDCR and available on the Private Portal. Contractor shall modify the User Guide as directed by the State or as required.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.5.4.9 Investigative Workstation Live Monitoring Display

Authorized staff shall have real-time access to information on all calls in progress at every CDCR facility. All fields shall be capable of being sorted in ascending or descending order. This feature will give authorized staff the capability to see in real time the Live Monitoring information described in Section 6.4.2 as well as the following:

1) Destination Number;

2) Called Party Billing Name and address (BNA) Information;

3) Alert Number flag;

4) Three-Way Call flag (suspected or confirmed);

5) TDD/TTY telephone flag;

6) Charge for call;

7) Type of call (Intrastate, Interstate, or International);

8) Payment method (prepaid or collect);

9) Call denial reason;

10) Call termination reason;

11) Recording identification number; and

12) A text field on the monitoring screen to allow a user to input notes.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.5.4.10 Live Monitoring Manual Notification

From the Live Monitoring screen, the Contractor's IWTS 2 system shall allow an authorized user to manually notify specified CDCR Authorized Staff of a call that requires immediate attention. The notification shall be via a paging signal, telephone call, e-mail, audible alarm, or a visual notification on the Investigative Workstation. The alarm type(s) will be user definable by the CDCR-HQ Administrator.

Notified staff will be required to enter a password to access and live monitor the call.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.5.4.11 Live Monitoring Multiple Locations

The system shall have the capability to allow a single authorized user to Live Monitor multiple inmate/ward telephone calls from more than one (1) CDCR Facility simultaneously. The Live Monitoring location may be local or remote to the institution originating the call. Live Monitoring shall be in real-time.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.5.4.12 Monitoring Telephone Station/Location Status

Contractor shall provide authorized staff with the ability to determine if any particular IWTS telephone station/location is activated, deactivated, out of service, in standby mode, or in use.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.5.4.13 Call Termination Control from an Investigative Workstation

The Contractor's IWTS 2 system shall provide the authorized users with the ability to manually terminate calls in the "Live Monitoring" screen. All manually terminated calls shall be flagged as a "soft kill" in the end code column of the CDR. Additionally, the soft kills shall include the User ID of the CDCR Authorized Staff that terminated the call(s).

Authorized staff shall be able to terminate:

1) Individual calls;

2) All calls at a facility (within Span of Control);

3) Individual Telephones; and

4) All Telephones by:

a) Telephone ID
b) Bank or group of IWTS 2 telephone sets
c) CDCR Facility building/section
d) CDCR Facility
e) Statewide Adult
f) Statewide Youth
g) Statewide CDCR Facilities

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.5.4.14 Simultaneous Replay

The IWTS 2 shall allow the capability for multiple recorded conversations to be played back simultaneously at the same or other Investigative Workstation location(s). Playback or download of recorded calls must not interrupt any other on-going calls being recorded or other Investigative Workstation functionality.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.5.4.15 Forwarding a Recorded Call File

The IWTS 2 shall allow an authorized user to send a recorded conversation to any telephone number within the continental United States for playback via telephone to the call recipient.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.5.4.16 Search Criteria for Call Recording

At a minimum, the recording system shall have a library capability that is able to search (locate/sort) call recordings based upon the any of the following CDR fields:

1) CDCR Facility
2) Telephone Location
3) Start date/time
4) Destination number called
5) Telephone Station number
6) End date/time
7) Duration of call
8) Complete or Incomplete call

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.5.4.17 Voice Recording Access

After a CDR search by any combination of the CDR fields, the Voice Recordings shall be linked to and available from the identified CDR record.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.5.4.18 Voice Recording Playback Capability

Authorized users shall have the ability to access the Voice Recording Database via Soft Switches to play, rewind, pause, fast-forward, designate a specific area to loop back within the recording and vary speed of playback. The IWTS 2 shall be able to go to a specified call duration location within the call without the playback of the entire call.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.5.4.19 Facility Phone List

The telephone numbers in the Facility Phone List shall be capable of being deleted by authorized users when the number is no longer needed. There will be no limit to the amount of telephone numbers included in this database. Using the Facility Phone List shall be performed with simple steps for activating, deactivating, and deleting specific alert numbers or groups.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.5.4.19.1 Facility Phone List Screen Details

The Facility Phone List Screen shall include the following fields to be populated by the authorized users:

1) Specific Facility or Statewide (All CDCR Facilities);
2) Destination Number;
3) Called Party's Billing Information (Name, Address, City, State, Zip);
4) Alert Groups; and
5) Notes (with a maximum of 250 characters).

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.5.4.19.2 Facility Phone List Search Criteria

Searching for a specific number shall include the following drop down options either populated by the Contractor or the authorized user:

1) Filter by CDCR Facility (all CDCR Facilities);
2) Destination Number (all numbers included in Facility Phone List under this field);
3) Called Party's Name (all names included in Facility Phone List under this field);
4) Alert Group (all names included in Facility Phone List under this field); and
5) Number of Records (selected in increments of 50, 100, 150, 200 or all).

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.5.4.19.3 Alert Group Creation and Activation

An authorized user shall be able to create a unique "alert" name for a group that may be activated or deactivated only by the authorized user or CDCR-HQ Administrator. The alert name may be set for one or more specific telephone numbers that are being monitored. Once the "alert" has been activated, the authorized user shall be capable of entering up to two telephone numbers and up to two e-mail addresses that would all be alerted anytime the specific number is dialed.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.5.4.19.4 Alert Group Functionality

When a call is made to a specific number in the alert group the following functionality will occur:

1) A minimum of two different telephone numbers will be dialed and the CDCR Authorized User would be notified and prompted to enter a four-digit code to be connected to the call. If the code is not entered or entered incorrectly, then the Authorized User will not be connected to the call.

   The called party's telephone number will appear on the Authorized User's telephone.

The authorized user will have the capability of pressing codes on the telephone to barge-in on the active call or terminating the active call. If the call is terminated, then the end code shall reflect the Authorized User's User ID for tracking purposes.

2) A minimum of two e-mail addresses will receive a notification that will include the specific number dialed, the date, time, and CDCR facility.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.5.4.19.5 Alert Group Deactivation

An alert group can only be deactivated by the CDCR Authorized User who originally set the alert group or by a CDCR-HQ Administrator.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.5.4.19.6 Deleting an Alert Group or Telephone Number

An alert group or specific telephone number can only be deleted by the authorized user who originally set the alert group or by a CDCR-HQ Administrator.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.5.4.20 Alert Number Notification

The Contractor's IWTS 2 system shall instantly notify the authorized staff of the destination number if a call is placed to a specific number in the Facility Phone List. The notification shall be via a paging signal, telephone call, e-mail, audible alarm, or a visual notification on the Investigative Workstation. The alarm type(s) will be user definable by the CDCR-HQ Administrator.

These methodologies shall allow multiple destinations of notification and include a time-of-day scheduling capability.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.5.5 CDCR ACCOUNT ADMINISTRATION REQUIREMENTS

6.5.5.1 Instructional Brochures

Instructional brochures shall be available on-line to inmate/ward families explaining the branding, monitoring, and recording requirements for all inmate/ward calls (where applicable). Upon request, the Contractor shall provide soft copies of the brochures to the CDCR-HQ Administrator.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.5.5.2 User Manuals

Contractor shall develop and distribute user manuals for Live Monitoring and Investigative Workstation functions. User manuals covering specialized phones or services will be developed and distributed separately.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.5.5.3 Systems Manuals

The Contractor shall provide operating manual(s) explaining in detail the features of the Live Monitoring Terminals, Investigative Workstations and call management-related equipment.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.5.5.4 System Administration Manuals

Contractor shall develop and provide to the CDCR-HQ Administrator a user manual that describes the administration of the global system operation and configuration, whether network based or localized on-site.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.5.5.5 Investigative Workstation Guide

The Contractor shall prepare and provide a Guide that includes instructions in English for CDCR approval. The guide will include instructions and contact information for log-in and operation of an Investigative Workstation. This guide will be in a printed format and available at the workstation. Additionally, a soft copy shall be available on each Investigative Workstation. Contractor shall provide a soft copy of the guide to the CDCR via .pdf and .doc format and available on the Private Portal. The guide will be updated by the Contractor annually or as needed.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.6 CDCR ADMINISTRATIVE CONTROL

6.6.1 ADMINISTRATIVE CONTROL SYSTEM

The IWTS 2 Contractor shall provide the CDCR with an IWTS 2 Administrative Control System with all live monitoring and investigative capabilities as well as tools to oversee and administer statewide operations and service, compile data on inmate/ward use of the system, reconcile financial activities, facilitate training of CDCR staff on IWTS 2

operation and capabilities, and perform system tests. The IWTS 2 system installed at the CDCR-HQ Administrator's facility shall include all hardware, software, and service, corresponding to all investigative equipment installed at any CDCR facility as further described in Section 6.6.6.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.6.2 SITE VISITS TO CONTRACTOR'S FACILITIES

The State shall have the right to perform site visits to the Contractor's Central Operations Facility and Primary Database Storage Facility without prior notice to the Contractor.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.6.3 INVESTIGATIVE WORKSTATION ACCESS

Administrative functionality shall be available on any Investigative Workstation and will be accessible by all personnel authorized to access the Administrative functionality.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.6.4 REMOTE ACCESS CAPABILITY

Contractor's IWTS 2 system shall provide CDCR authorized staff with the capability to remotely access the Administrative Control System through the Internet with the uniform look, feel and capabilities of on-site access. This remote capability shall require a system log-on procedure and all data transmissions shall be fully encrypted. Remote Access shall include multi-user access with multiple levels of authorization.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.6.5 MOBILE ADMINISTRATIVE USER

Contractor shall provide and maintain through the life of the Agreement up to five (5) mobile administrative user devices such as laptop computers to allow for access to the IWTS 2 system remotely by authorized CDCR personnel. These devices shall be configured to allow for all the functionality of both the investigative and administrative requirements as listed in Section 6.5.4 and 6.6.1. The device shall have access to the Internet for remote management via dial-up, Ethernet, and a wireless connection to the 3G network. Contractor shall include monthly subscription service for wireless connectivity. The wireless service provider shall have significant network coverage throughout the state of California.

Bidders shall provide documentation that describes the physical characteristics of the mobile administrator user devices, including hardware specifications and pictures.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.6.6 CDCR HEADQUARTERS ADMINISTRATIVE TEST/TRAINING SYSTEM

The Contractor shall provide a Test/Training system that shall be comprised of an Investigative Workstation at the CDCR-HQ Administrator's Office and two (2) inmate/ward telephones configured as if they were at a correctional facility of their own through the IWTS 2.

This configuration will be used by CDCR-HQ Authorized Staff only. Call Volumes from the test configuration will not exceed 300 minutes per month. The Contractor shall not bill the called party or the State for any of these calls.

Bidders shall provide documentation of the topology, including redundancy, of the Test/Training system they are proposing.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.6.7 USER GUIDE FOR ADMINISTRATIVE WORKSTATIONS

The Contractor shall prepare and provide a User Guide for Administrative Workstations as described in Section 6.6.5 that provides instructions that will describe primary features, functionality and commands in an abridged user-friendly format. This User Guide will be made available on the Contractor's Private Web site and shall be specific to the IWTS 2 system. Hard copies will be posted at each Administrative Workstation and will be printed in a reproducible size, font and format. Soft copies in .pdf and .doc will be provided to CDCR and available on the Private Portal. Contractor shall modify the User Guide as directed by the State or as required.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.6.8 SINGLE USER MAPPING VERIFICATION

The system shall include the ability for a single administrative user to pick up an inmate/ward phone and verify that the Telephone ID and physical location match the database description of the telephone location.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.6.9 NO BILL TEST NUMBERS

Contractor shall provide test numbers for testing purposes to verify functionality for each Call Type (Intrastate, Interstate, and International). The test number shall provide for a connect condition that is long enough to verify all branding and other functionality as required. Contractor will not bill any parties for these test calls.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.6.10 TEST PLANS

All software and equipment modifications shall follow a CDCR approved plan prior to implementation in any production environment. Contractor shall submit plans to CDCR for approval at least thirty (30) days prior to any planned implementation.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.6.11 CDCR AUTHORIZED USER PROFILES

Administrative functionality for CDCR-HQ Administrators will include the ability to administer access and authorization levels for CDCR authorized users as identified in the profiles below:

1) Live Monitoring User;

2) Investigative User (Institution);

3) Investigative User (Camp);

4) Investigative User (CCF);

5) Investigative User (FOP);

6) Investigative User (Youth);

7) Investigative User (Office of Internal Affairs);

8) Investigative User (Office of Correctional Safety);

9) Investigative User (Office of Background Investigations);

10) CDCR-HQ Administrative User;

11) Contracted Staff User (CCF, FOP, or other); and

12) Other User Profiles as defined by CDCR.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.6.12 DAILY CALL DETAIL RECORDS RETRIEVAL

The Contractor will provide CDCR with the ability to securely download a daily CDR file in a delimited text format that contains the inmate/ward call attempts from the CDCR facilities. The CDR retrieval shall be available to the CDCR-HQ Administrator using a Secure File Transfer Protocol (SFTP) client application to connect to the Contractor's server and download the previous calendar day's CDR files.

Each CDR will be labeled as yyyymmdd.CDR (ex. September 30, 2009 would be named 20090930.CDR)

Contractor will provide the daily CDR files in a pipe (|) delimited format as follows:

Field position	Order of Information		# of spaces (digits) in field	Description of information contained in field
1	Facility	As String		*CDCR Facility –
2	Date	As String		YYMMDD – date of call
3	Time	As String		HHMMSS – time of call
4	MinDur	As String		Total # of Seconds - Duration of call
5	TNI	As String		Dialed number
6	Telephone ID	As String		IWTS 2 Telephone ID
7	Call Type	As String		Call Type Values

Example: (| delimited)

1	2	3	4	5	6	7

CA34|040221|060623|0000|5076852508|0080|D

The CDCR-HQ Administrator will meet with the Contractor prior to finalizing the fields in the format above. The CDCR-HQ Administrator will delete the daily CDR file from the Contractor's SFTP server after it has been downloaded. Contractor will have a file clean up set after

90 days where the CDR files will be deleted off the Contractor's server and no longer accessible by the CDCR-HQ Administrator.

Bidders shall describe the configuration and methods they are proposing to satisfy this requirement, including proposed Call Type values.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.6.13 TRACKING USAGE

The Contractor IWTS 2 system shall provide a method for tracking live monitoring and investigative activities and transactions conducted on the IWTS 2 for each authorized user. This audit trail shall be available only to CDCR authorized staff and shall include, at a minimum, failed access attempts, accessed or copied data, log-on duration, or other search criteria.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.6.14 CDCR AUTHORIZED USER PROFILE FUNCTIONALITY

Authorized CDCR users will have access to the IWTS 2 system to perform specific activities in support of their functions at each location as identified in their profiles.

This functionality shall include, but is not limited to, the assignment of report capabilities, menu functions, data input capability, query capability, screen view capability, menu functionality assignment, and other system administrative functions.

The CDCR-HQ Administrator shall have the ability to create, update and delete CDCR staff profiles to include:

1) CDCR staff name;

2) IWTS 2 log-on information;

3) Assigned password (8 to 14 characters, letters and numbers);

4) Access classification (monitoring, management and/or investigative);

5) Access to reports;

6) Access to Blocked Number database;

7) Access to specific Hot Line Recordings:

8) Access to Recorded calls database;

9) Access to Trouble ticket log; and

10) Span of Control.

CDCR staff CDR database access by:

1) Telephone ID;

2) Bank or group of IWTS 2 telephone sets;

3) CDCR Facility Yard and Building;

4) CDCR Facility;

5) Statewide Adult;

6) Statewide Youth;

7) Statewide CDCR Facilities; and

8) CDCR staff access permissions.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.6.15 CALL CONTROL FEATURE PACKAGE PARAMETER SETTINGS

The CDCR-HQ Administrator shall have the ability to create, update and delete Call Control Feature parameters, including Feature Package assignments for:

1) Calling schedules (Section 6.3.3.12.1)

2) Time between completed calls (Section 6.3.3.12.2)

3) Call duration (Section 6.3.3.12.3)

4) Extra dialed digits prevention (Section 6.3.3.12.4)

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.6.16 BLOCKED NUMBER ADMINISTRATION

The CDCR-HQ Administrator shall have the ability to create, update and delete numbers that are blocked for IWTS 2 telephones by:

1) Bank or group of IWTS 2 telephone sets

2) CDCR Facility building/section

3) CDCR Facility

4) Statewide Adult

5) Statewide Youth

6) Statewide CDCR Facilities

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.6.17 ADMINISTRATIVE WORKSTATION FUNCTIONALITY

Administrative Workstation functionality for CDCR-HQ Administrator will include, at a minimum, the following functionality:

1) Allow CDCR-HQ Administrator access to the system to perform the administrative functions defined in this IFB;

2) Generate reports;

3) Generate or view Trouble Tickets;

4) Make on-screen notes (minimum 500 characters);

5) Monitor health of the system; and,

6) Monitor health of the network.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.6.18 CDCR USER ACCESS TO SPECIFIC CDCR FACILITIES

The Contractor shall ensure that CDCR-HQ Administrative staff have the ability to create, update, and delete the list of specific facilities that each CDCR IWTS 2 authorized user can access.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.6.19 MONITORING CONTRACTOR'S NETWORK

The IWTS 2 Contractor's system shall include the capability of the CDCR-HQ Administrative staff to have access to monitor the status of the network, including current and historical data associated with alarms, usage and data that are critical to SLAs.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.7 DATA MANAGEMENT

Contractor shall store, maintain and secure the data stored in all the IWTS 2 databases and shall be responsible for the management and administration of all the databases associated with IWTS 2. The data stored in the databases is confidential and the property of the CDCR. Data is defined as information or content specific to call recording, investigative tools, and reports. This does not include real-time voice packets or configuration files associated with voice network control systems.

Bidders shall submit a description of how they will comply with the data management requirements described below.

6.7.1 INFORMATION SECURITY

The IWTS 2 Contractor shall implement a methodology for maintaining the security and confidentiality of all information in accordance with applicable Federal and State laws and regulations. The Contractor shall have no rights to use or access any CDCR data and shall comply with applicable State policies, regulations and standards regarding information, information systems, personal, physical, and technical security. The

Contractor shall employ an industry standard encryption method for all stored data, including Call Detail Records (CDR) and voice call recordings.

Bidders shall describe in detail their proposed methodology to ensure the security and confidentiality of data and information that is State owned or subject to special statutory protection.

Contractor will be fully and solely responsible for security of all services it provides and all systems it maintains. Bidders shall explain what steps they will take to detect and prevent all types of unauthorized access or abuse of your system. Bidders shall describe how their system will address each vulnerability.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.7.1.1 Data Media Disposal Requirements

Contractor shall properly dispose of media resulting from this Agreement. The minimum measures, which shall be taken by the Contractor to ensure this data remains secure include:

1) Degaussing or wiping of hard disk prior to being used in any other system;

2) Degaussing or wiping of hard disk prior to being shipped to any outside vendor;

3) Reports shall be shredded prior to disposal; and

4) Optical media shall be physically destroyed (burn, melt, or securely shred) or overwritten multiple times with random data patterns.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.7.1.2 Internet Access Protection

The IWTS 2 shall be protected from unauthorized access from the Internet. Bidders shall describe their total protection scheme and identify any possible risk of unauthorized access to the IWTS 2 or the data contained within the system.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.7.2 DATABASE MAINTENANCE

Following Agreement award, Contractor shall provide a database maintenance schedule annually to CDCR-HQ Administrator for approval.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.7.3 DATA PARTITIONING

The Database information from each CDCR facility shall be partitioned from all other CDCR facilities.

Bidders shall thoroughly describe how their system will keep all data partitioned from each CDCR facility separate from data associated with any other CDCR facility.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.7.4 DATABASE UPDATE FUNCTIONALITY

The IWTS 2 shall broadcast database updates to all appropriate IWTS 2 locations on the network concurrently and without operator intervention. Bidders shall describe their proposed scheme.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.7.5 DATA ARCHIVING

The IWTS 2 shall provide hardware and software capable of archiving all IWTS 2 data. All archived data shall be maintained for the term of the Agreement and shall reside in the state of California. Archived data shall be capable of being viewed, queried, and reported on by authorized CDCR Staff in the same manner as the IWTS 2 real time operations without disrupting ongoing operations.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.7.5.1 Archived Data Access

The IWTS 2 shall support the full administrative query and reporting functions on archived data that were possible on the data at the time it was generated and before it was archived.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.7.5.2 Automatic Archiving

Automatic archiving of the database files shall be accomplished without requiring manual intervention or degradation to the use of the IWTS 2. The archiving function will be used to maintain and clear on-site databases on a rolling 365-day basis as described in Section 6.7.8.5.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.7.6 IWTS 2 DATABASE ACCESS BY AUTHORIZED STAFF

The Contractor's IWTS 2 system shall provide secure, multilevel database access control configurations and definable staff levels as described in Section 6.6.11. The IWTS 2 access software shall allow creation of access levels and assignment of multiple users to those access levels. Additional access levels may be created throughout the term of the Contract.

Database access shall be provided in a hierarchical fashion, beginning with the CDCR-HQ Administrative Staff. All lower level access shall be defined by CDCR-HQ Administrative staff that will include the access for Contractor's authorized personnel log-on.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.7.6.1 Multiple Database Access

The IWTS 2 databases shall allow records access by multiple users from multiple locations while maintaining data integrity. Bidders shall describe how they propose to ensure data integrity while allowing multiple accesses to the same CDCR recording.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.7.6.2 Multiple Log-Ons

System software shall allow the CDCR-HQ Administrator to configure the IWTS 2 system to allow either multiple or single instance log-ons for CDCR Authorized User accounts. CDCR Authorized Users shall have the ability to have single or multiple log-ons simultaneously.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.7.6.3 Password Requirements

All access to IWTS 2 databases will require a unique log-on and password. The Contractor shall access the IWTS 2 databases in the same manner with the same restrictions, and CDCR-HQ Administrator shall have the ability to monitor and control Contractor staff access to CDCR data.

Contractor's system shall require passwords for the IWTS 2 environment consistent with the following rules:

1) Length range: eight (8) to 14 characters;

2) Composition: Uppercase letters (A-Z), lowercase letters (a-z), and digits (0-9);

3) Lifetime: Passwords will be applicable for the life of the Agreement unless changed by the user or CDCR-HQ Administrator;

4) Ownership: individual;

5) Storage: encrypted passwords; and

6) Entry: Password shall not be readable when entered.

Password resets will be controlled by the CDCR-HQ Administrator as an Administrative function.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.7.6.4 Database Search Capability

All databases shall be searchable by English language-type search criteria on all fields. Search results shall be printable.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.7.6.5 Multi-Facility Database Search Capability

The Contractor's IWTS 2 system shall allow search and retrieval of all data as defined in the user profile, regardless of location.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.7.6.6 Importable Data Format

Contractor's system must allow for the importing of archived IWTS CDRs and recordings. Contractor must import these files into the IWTS 2 system in the conditions outlined in Section 6.15.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.7.7 DATABASE RECOVERY

The Contractor shall provide in-service recovery of the databases during a failure. In-service recovery will allow the system to continue to operate while a failed portion is recovered. Bidders shall describe how they will provide in-service recovery.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.7.7.1 Data Backup and Recovery

The Contractor shall provide all backup and archival hardware, supplies, and recovery procedures, which will ensure that no data or recordings will be lost.

The following are the minimum requirements for this capability.

6.7.7.1.1 System Failures

The backup shall protect against loss of data at any CDCR correctional facility.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.7.7.1.2 Full Recovery

The Contractor's system shall be capable of recovering all data and recordings, to the point of full system operation, using a system backup.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.7.7.1.3 Data Backup Requirements

All data shall be backed up by the Contractor at a site separate from the local facility, referred to as Contractor's Primary Database Storage Facility and shall be located in California.

The Contractor shall provide a backup and archiving facility capable of performing backups concurrently with ongoing full operation of the database with no readily apparent affect on any applications running concurrently with the backup activity.

The Bidder shall provide a description of how they will backup all databases associated with IWTS 2 in detail.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.7.7.1.4 Database Redundancy

All data shall be backed up and stored at a separate site from the Contractor's Primary Database Storage facility. This data shall be accessible by the system immediately in the event of a failure at the Contractor's Primary Database Storage Facility.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.7.8 RECORDING REQUIREMENTS

A recording shall be generated for all calls that include call attempts that were never connected, calls that reach an answering machine, and completed calls where the call was accepted. The CDCR-HQ Administrator shall identify any exceptions to this requirement.

6.7.8.1 Start of Recording

The IWTS 2 shall begin recording inmate/ward conversations when the inmate/ward lifts the phone off hook. The recording shall capture the Contractor's prompts, required recorded messages and when the inmate/ward states their name.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.7.8.2 "Do Not Record" Numbers

The recording system shall have the ability to not record specific telephone numbers authorized by the CDCR-HQ Administrator. Contractor's staff shall not set a number to not record without the written consent by the CDCR-HQ Administrator.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.7.8.3 Recording Storage Capacity

The Contractor's recording system shall have sufficient storage capacity to locally (on-site) retain one year of recorded calls and call detail records. After one year of local storage, the files shall be archived in the centralized storage facility and deleted from the local database automatically. The storage media shall not require regular operator intervention to change or replace. Tape media is not acceptable. This database shall include recordings of all incomplete and completed calls.

Bidders shall provide documentation of the topology, including redundancy, of the proposed recording system.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.7.8.4 Playback, Download, Save and Transfer Rate

Recordings shall stream immediately and begin playback within five (5) seconds. Download or transfer of file shall operate concurrently with streaming connection at a rate no greater than two (2) minutes for each fifteen (15) minutes of recorded conversation. This downloaded file shall have the option to be saved locally once the download is completed.

Bidders shall identify their minimum data transfer bit rates for evaluation. The transfer rates shall be included in the SLA's.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.7.8.5 Recording Database Scalability

The recording database must be of sufficient size to accommodate the inmate/ward population stated in Section 3, Current Services, for eight (8) years plus thirty percent (30%) additional space to accommodate growth. The manner of system growth shall be scalable to provide for the addition of computing power, recording storage, or other system components without the necessity of manually replacing the existing database(s) or forcing the shutting down of the IWTS 2 and at no cost to the State.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.7.8.6 Playback of Recording on Other Types of Media

Contractor's system shall have the ability to playback on other types of media besides the IWTS workstation. The CDCR Authorized Staff shall be able to download the recording(s) and software file onto a computer disc, flash drive or other media and be played back on a computer.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.7.8.7 Proof of Authenticity

Recordings shall be electronically stamped with a tamper-resistant proof of authenticity or security envelope to technically ensure certainty of the authenticity and integrity of the recorded conversation.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.8 SERVICE, SUPPORT AND MAINTENANCE

Contractor shall provide support and maintenance as described below. Bidder shall thoroughly describe the methodology they will provide to support the IWTS 2 Agreement requirements.

6.8.1 SERVICE SUPPORT AND MAINTENANCE RESPONSIBILITIES

6.8.1.1 Responsibilities of the CDCR:

1) Provide access to Contractor's equipment at CDCR facilities.

2) Coordinate annual CDCR identification badges for Contractor's staff.

3) Provide Contractor with a list of CDCR personnel authorized to call the Help Desk to report trouble tickets. This list shall be updated twice a year or as needed.

4) Provide the concrete pad for telephone enclosures or pedestals.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.8.1.2 Responsibilities of the Contractor

At a minimum, Contractor shall be responsible for the following:

1) The Contractor shall provide prior notification of major on-site changes and modifications of equipment installed. Such changes are subject to CDCR-HQ Administrator prior approval. Contractor shall use its best commercially reasonable efforts to effect such modification with minimal disruption to the CDCR's operating schedule.

2) The Contractor shall comply with the Trouble Ticket response times listed in Table 6.8.2.2**.**

3) The Contractor shall participate in monthly meetings with the CDCR-HQ Administrative staff and/or State staff for the purpose of presenting IWTS 2 prior month's maintenance reports and discussing resystems to program issues and concerns. These meetings may be scheduled less frequently at the discretion of the State. The site for the meetings shall be determined by the State. Travel may be required to various State sites or Contractor sites. The Contractor shall provide representatives for each of its Subcontractors these meetings as requested by the CDCR-HQ Administrator or the State staff.

4) The Contractor shall provide to the CDCR-HQ Administrator, technicians and support personnel without a criminal record. Personal information that includes a list of their names, driver's license numbers and social security numbers will be required in advance so the technicians may be properly cleared for access. CDCR will perform clearances annually. If the Contractor's staff do not get clearance, then they will not be able to work at any CDCR Facility.

5) The Contractor shall provide skilled technicians who are properly trained and certified to work on the Contractor-provided equipment and software.

6) The Contractor will perform site surveys for all adds, moves, and changes as well as new facility activations. The site surveys will require written documentation that will incorporate digital photos and other diagrams, as needed to document the CDCR, facility, and Contractor's action items. CDCR-HQ Administrator will provide a sample format of the minimum requirements of the site survey. Site survey reports shall be submitted within seven (7) working days from the date of the survey.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.8.2 SERVICE AND SUPPORT REQUIREMENTS

6.8.2.1 Contractor's Help Desk for CDCR

The Contractor's Help Desk shall be for the exclusive use of the CDCR Authorized Staff to report, troubleshoot, track, escalate and resolve service-related issues or order changes in equipment, services, system configuration and to receive user support.

6.8.2.1.1 Help Desk Access

The Contractor shall provide a single IWTS 2 toll free number and web-based access to the Help Desk for CDCR Authorized Users.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.8.2.1.2 Help Desk Hours of Operation

The Contractor's Help Desk shall be available 24 hours a day, seven days per week. Help Desk calls shall only be handled by live Customer Service Representatives. Automated Trouble Ticket systems are not acceptable. IVR and secure web-based Trouble Ticket tracking systems may be used to provide status information but will not replace the need for a live operator. The Help Desk shall be operated within the United States.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.8.2.1.3 Help Desk Procedures Manual

The Contractor shall develop and provide written Contractor Help Desk troubleshooting procedures specific to the IWTS 2 system and environment for use by the Contractor's organization. The Procedures will be submitted to CDCR for approval prior to transitioning any facilities to IWTS 2.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.8.2.2 Trouble Ticket Reporting and Tracking System

The Contractor will provide a Trouble Ticket Reporting and Tracking System as described below:

1) CDCR-HQ Administrator will have real-time access to all the information in the Trouble Ticket Reporting and Tracking System through the Contractor's Private Web Portal;

2) CDCR Authorized Staff shall have the ability to open Trouble Tickets by calling the toll free Help Desk number available 24 hours a day, 7 days a week;

3) A Trouble Ticket shall be opened for all reported trouble;

4) A Help Desk Trouble Ticket number will be provided to the reporting party when the ticket is opened;

5) The Trouble Ticket system shall provide an e-mail notification with all Trouble Ticket information to designated CDCR Authorized Staff after each Trouble Ticket has been opened and each time the Trouble Ticket has been modified or updated;

6) Trouble Tickets are to be closed upon successful resystem and only with the CDCR's approval by the person that originally opened the Trouble Ticket or by the CDCR-HQ Administrator or their designated representative;

7) The Trouble Ticket System shall document and track all impacted components by their unique inventory identifier (see Section 6.9.4.1) via drop down list;

8) CDCR-HQ Administrator shall have online access to the complete ticket data for the life of the Contract;

9) Distribution of Trouble Tickets notifications shall be configurable for automatic E-mail distribution of updates. E-mailed trouble ticket notifications will include a URL link that allows the CDCR-HQ Administrator to click on and immediately connect to the on-line trouble ticket system. A log of all e-mail notifications will be automatically generated and contained in the body of the ticket; and

10) The trouble ticket system shall provide search capability on any and all fields detailed in the Trouble Ticket Content below.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.8.2.2.1 Trouble Ticket Content

The following fields will be permanently fixed in a drop-down list or automatically generated fields. These fields shall be searchable and/or queried for generation of ad hoc reports as defined in Section 6.9.6.

Minimum requirements for each ticket shall include:

1) Trouble ticket number;
2) Date and time trouble reported (separate fields);
3) Date and time trouble resolved (separate fields);
4) Total time to repair;
5) Name of person reporting trouble, call back telephone number and e-mail address;
6) CDCR facility name at which trouble was reported;
7) Component(s) affected (Examples: Telephones, Monitoring Terminals, Investigative Workstations, house wiring, Contractor wiring, network equipment, network transmission, power, software, programming/ configuration) including the Equipment Identification (Section 6.9.4.1);
8) Priority assigned to trouble per Table 6.8.2.2;

9) The ticketing system shall provide for periodic updates and contain a “note” field for detailed documentation of events. The periodic updates shall contain a date and time stamp of update;
10) Trouble Ticket Creator (Contractor’s Staff);
11) Reported description of trouble;
12) Name of Contractor’s technician assigned;
13) Date and time technician was dispatched;
14) Date and time technician arrived on-site;
15) Actual description of trouble;
16) Description of resystem;
17) Whether the issue had been previously reported but not resolved completely. Disposition of the previous trouble ticket;
18) Updates with date and time; and
19) Notes Section.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

Table 6.8.2.2 Trouble Ticket Priority Definitions and Responses

PRIORITY	CRITERIA	RESPONSE TARGET	RESYSTEM TARGET
1 - Critical	Impact: Either the CDCR Management and Control System or the IWTS 2 telephone functionality is 'down' at more than one site at the same time.	15 minutes	Issue will be continuously worked, 24x7x365, until closure or stabilization. Status updates are provided in as real-time as possible. Usually CDCR is in constant contact with the Help Desk.
2 – Major	Impact: Ether the CDCR Management and Control System or the IWTS 2 telephone functionality is 'down' at one site or one housing unit. A down system includes but is not limited to, the inability to record individual calls, the inability to monitor individual telephones or the inability to control the usage of any telephone.	30 minutes	Issue will be continuously worked, during the hours of 6:00 am to 7:00 pm PST until closure or stabilization, which would result in the issue being downgraded to minor. Status updates are provided every four hours or sooner if developments occur.
3 - Minor	Impact: The issue is considered to have a noticeable, yet minimal and manageable impact of CDCR operations. Issues that affect End-User calls is of a nature that is not impacting call completion but still requires attention in order to meet Agreement requirements. This includes but is not limited to any individual End-User complaint regarding service.	2 hours	Issue will be worked until resolved during regular business hours (8:00 am to 5:00 pm PST, Monday – Friday, except California state holidays). Status updates will be provided at the end of the business day or sooner as developments occur.
4 – Informational Requests	Requests for information, equipment change requests and general information	4 hours	Issue will be worked until resolved during regular business hours (8:00 am to 5:00 pm PST, Monday – Friday, except California state holidays). Status updates will be provided at the end of the business day or sooner as developments occur.
Note: the CDCR will work with the Contractor to properly identify the severity of an issue when the issue is first reported. However, the CDCR reserves the right to escalate the status of any issue to a higher severity at any time.			

6.8.3 MAINTENANCE REQUIREMENTS

The Contractor shall provide preventive maintenance as required by the equipment manufacturer and as necessary to maintain the system. Preventive maintenance shall be provided on a schedule which is mutually acceptable to the CDCR-HQ Administrator and the Contractor. The schedule shall be consistent with the State's operating requirements, and which is based upon the specific needs of the equipment as determined by the Contractor and State.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.8.3.1 Routine and Preventative Maintenance Requirements

The Contractor shall configure IWTS 2 in such a manner that it will not require on-site support under normal conditions.

The IWTS 2 equipment shall not require on-site routine and preventative maintenance more than once per month for any site. IWTS 2 Software must be kept up to date as required to satisfy the manufacturer's recommended update intervals and will be the sole responsibility of the Contractor.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.8.3.1.1 Scheduling Remote and Network Routine Maintenance

The Contractor shall perform any remote and network routine or scheduled maintenance that could affect access to or use of the all IWTS 2 systems during the off-peak hours of 10:00 pm to 6:00 am. Contractor shall notify the CDCR-HQ Administrator, prior to scheduling this type of maintenance.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.8.3.1.2 Maintenance Procedures and Scheduling Plans

Bidders shall describe, in detail, maintenance procedures, plans and schedules, including any remedial maintenance plans. The Schedules shall include a Table of Maintenance Components with the frequency of required routing and preventative maintenance.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.8.3.1.3 Facility-Specific Maintenance Schedules

The Contractor shall work with CDCR-HQ Administrator to develop a schedule for each facility at the discretion of CDCR. The Contractor shall submit the Schedule of Required Regular Maintenance for the equipment and software installed at each facility for CDCR-HQ Administrator final approval prior to installation at each facility.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.8.3.2 Remedial Maintenance Requirements

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

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.8.3.2.1 Remedial Maintenance Response Times

Contactor will respond to Trouble Ticket issues within the time frames detailed in Table 6.8.2.2, including dispatching appropriate resources to the affected facilities.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.8.3.2.2 Diagnostic Assistance

The Contractor shall respond to all troubles reported on the IWTS 2. If the Contractor determines that a malfunction exists due to equipment or services provided by the CDCR Facility, the Contractor shall notify the CDCR-HQ Administrator of the malfunction and shall assist the CDCR Facility or its contractor(s) as necessary.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.8.3.3 Software Maintenance Requirements

The Contractor shall maintain the following system software elements:

1) System software standard configuration (software settings, releases, customization);

2) System software maintenance and administration;

3) System software upgrades (e.g.; version releases, patches, and hot fixes); and,

4) System software procedures and documentation.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.8.3.4 No Use of an On-site Administrator

The Contractor's IWTS 2 system shall **not** require the use of an on-site administrator to fulfill the maintenance or any other requirements of this Agreement.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.8.4 TRAINING REQUIREMENTS

6.8.4.1 General Training Requirements

The Contractor shall provide a customized training plan (see Section 6.8.4.1.2) that will use Certified Trainers as described in Section 6.8.4.1.1. The Training Plan shall employ an on-site, hands-on, classroom and train-the-trainer approach.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.8.4.1.1 Trainer Certification by CDCR

The Contractor shall conduct a training class for the CDCR-HQ Administrator (or designated representative) prior to training at any of the CDCR facilities. This test class shall allow the CDCR to direct modification of the training syllabus to match the actual CDCR environment and configuration, as well as to standardize the training format, materials and terms. Each of the Contractor's trainers must obtain certification from the CDCR-HQ Administrator that the trainer has the skills and knowledge to effectively train the CDCR staff on the IWTS 2 system. The Contractor shall provide a Training Plan at least two weeks prior to the first CDCR Trainer Certification presentation.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.8.4.1.2 Training Plan

The Training Plan shall contain, at a minimum, a complete syllabus of how CDCR Authorized staff (including but not limited to, Administrators, Live Monitors and Investigators) will be effectively taught to use the IWTS 2 system. The Training Plan shall include the goals, objectives, timelines, and benchmarks associated with each training component. The Training Plan shall also identify each piece of training material including examples of a lesson plan, an MS Power Point presentation, quick reference quide, and 'wiki' type links that will be provided, along with the intended use and method(s) of distribution. This Training Plan shall be subject to approval by CDCR-HQ Administrator and modifications as directed. The Training Plan shall be kept current by the Contractor and take into account any modification of features and functionality.

Contractor will provide post-installation training/support materials that may be used as refresher training including customized Help Menus provided in each application, web-based FAQs, Help Desk support and self-contained training programs (e.g., DVD, web-based). Bidders shall describe the additional methods of training they intend to provide for IWTS 2. These training materials shall be subject to approval by CDCR-HQ Administrator and modification as directed.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.8.4.2 Methods of Training

Contractor shall provide training for the following:

6.8.4.2.1 Investigative Workstations

Contractor shall provide Investigative Workstation training on-site in a hands-on environment following initial installation at each facility. Each site will require one (1) training session during normal business hours with an estimate of 5 personnel per active workstation.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.8.4.2.2 Live Monitoring

Contractor shall provide Live Monitoring Terminal train-the-trainer training on-site in a hands-on environment to the CDCR-HQ Administrators or on limited occasions on-site and hands-on as requested by the CDCR-HQ Administrators.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.8.4.2.3 IWTS 2 Administration Training

Contractor shall provide IWTS 2 Administration training to the CDCR-HQ Administrative staff prior to implementation and as needed throughout the term of the Agreement.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.8.4.2.4 Basic Investigations Course on IWTS 2 System

Contractor shall provide train-the-trainer training to CDCR-HQ Administrators as well as assistance, support and materials in a State provided classroom environment. Basic Investigation Course training on the IWTS 2 system will be conducted for up to forty (40) students at two (2) locations within California each quarter.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.8.5 USER MANUALS FOR CDCR AUTHORIZED STAFF

The Contractor shall provide and maintain current CDCR user manuals for CDCR Authorized Staff.

Customized CDCR user manuals shall contain information that pertains specifically to CDCR use of the IWTS 2 system functionality. There shall be no references to any features or functionalities that are not provided in the IWTS 2 environment.

CDCR user manuals shall contain detailed and clear instructions on the operation of the IWTS 2 system and software.

CDCR user manuals shall be provided prior to the installation at the first correctional facility and subject to CDCR approval.

CDCR user manuals shall be updated at each site as software version updates and system configuration changes are made.

The CDCR user manuals shall be void of copyright protection.

The Contractor shall develop and maintain current hard-copy and online documentation of each CDCR user manual necessary for the IWTS 2 system and make the documentation available to CDCR upon request.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.9 TOOLS AND REPORTS

This section describes the tools and reports to be provided by the Contractor as management and oversight tools that the CDCR and State will use throughout the Agreement term.

Reports shall include only data related to IWTS 2 End-User calls and will not include test calls and calls from or related to entities other than those identified in the IWTS 2 Agreement.

Each tool and report template will be subject to CDCR-HQ Administrator approval of report layout, detail and formatting. Contractor shall implement modifications to the reports during the term of the Agreement at CDCR's request at no additional cost.

All monthly reports shall be provided on a calendar month basis and electronic copies shall be delivered in Excel file format by the tenth (10th) business day following the end of the reporting period month and posted to the Private Web Portal. Bidders shall provide examples of each report listed below with their Bid response.

6.9.1 INVESTIGATIVE WORKSTATION TOOLS AND REPORTS

The Contractor's system shall be capable of generating the following Reports from the Investigative Workstations.

Investigative Workstations shall have the ability to extract Investigative Reports. Investigative Reports shall be available on demand rather than generated on a regular basis. Authorized staff shall be able to define the sort parameters and report content for each report. The ability to generate Investigative Reports will be dependent upon the CDCR Authorized Staff's user profile.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.9.1.1 Investigative Report Format

All Investigative Reports shall be capable of saving in either Excel or Adobe format.

The header of each report (to appear on each page) shall have the name of the report and the requested reporting period (month and year, centered). The name of the facility and the search criteria shall be listed on the front page of each printable report. The results of the search shall follow on the remaining pages of the report. Each page of the report shall include the heading of each field.

The footer shall include the report version number, the page number and number of pages and "Date and Time Printed: (mm/dd/yyyy and hh:mm:ss)" and the CDCR user identifier.

All reported time and date information shall reflect PST. The time and date information shall be synchronized with the same time source that provides the CDR at each facility.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.9.1.2 Investigative Report Fields

Each report shall provide the following information on each IWTS 2 call, with the capability of sorting data by each field:

1) Link to Call Recording with Indicator if Call was Recorded or Not;

2) BNA ;

3) Notes Field;

4) Indicator of Played Calls including User ID, Date and Time;

5) Indicator of Copied Calls including User ID, Date and Time;

6) IWTS 2 Station Identifier;

7) CDCR Facility;

8) IWTS 2 Station Location within the CDCR facility;

9) Destination Number (with partial field search capability using a wild card);

10) Date and Time of IWTS 2 Call;

11) Call Duration (mm:ss);

12) Cost of IWTS Call;

13) Unique File Identifier of Recording;

14) Start Code (drop down list of options provided by Contractor);

15) End Code (drop down list of options provided by Contractor);

16) TTY Calls;

17) Alert Group;

18) Rate Type;

19) Call Type;

20) Three-Way Calling flag; and

21) Termination to a Cell Phone flag.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.9.1.3 Investigative Reports

At a minimum, the Contractor's IWTS 2 system shall include the Investigative Reports listed below.

6.9.1.3.1 Call Detail Reports

The Call Detail Report shall provide the results of specific search criteria during a specific time period including a list of all the IWTS 2 calls that meet the user defined search criteria in a logical presentation and not as a data string.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.9.1.3.2 Custom Query

Custom queries provide authorized CDCR Authorized Staff the ability to define specific search criteria and save the unique settings with a unique report name for future use by logged in user. The unique report will be tied to the CDCR Authorized Staff's user ID.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.9.1.3.3 Frequency by Origination Report

The Frequency by Origination Report shall list the IWTS 2 calls from a specific IWTS 2 Telephone and shall include each destination number called and the quantity of completed and attempted calls during a specified period.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.9.1.3.4 Frequency by Destination Report

The Frequency by Destination Report shall list all of the destination numbers called during a specified period and the quantity of times the IWTS 2 calls that were made to each destination number.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.9.1.3.5 Alert Group by Destination Report

The Alert Group by Destination Report shall list all of the calls that were made during a designated time period to any destination numbers that have been designated in the Facility Phone List as an active Alert Group.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.9.1.3.6 Alert Group by CDCR Authorized User Report

The Alert Group by CDCR Authorized User Report shall list all of the destination numbers that have been designated in the Facility Phone Listed as an active Alert Group by a specific CDCR Authorized User.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.9.1.3.7 Shared Destination Report

The Shared Destination Report lists destination numbers that have received calls from multiple CDCR Facilities within the specified time period.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.9.1.3.8 Station Configuration Report

The Station Configuration Report lists the unique telephone station number for each IWTS 2 Telephone within the designated facility(s). This report shall list the IWTS 2 Station Identifier, the telephone location and the last time the station configuration record was updated.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.9.1.4 Search Fields Available for Ad Hoc Reports

The Investigative Workstation tool will include user friendly filters and sort criteria to customize the Investigative reports. The minimum search criteria to be available to Investigative Workstation users to extract ad hoc reports are as follows:

1) Report Type;
2) CDCR Facility(s);
3) Start Date/Time;
4) End Date/Time;
5) Sort Order (dropdown of all report fields);
6) BNA
7) IWTS Telephone Type;
8) IWTS 2 Station Identifier;
9) Station Location;
10) Destination Number (with partial field search capability);
11) Authorized CDCR Staff User ID;
12) Custom Definable Field;
13) Completed Calls;
14) Incomplete Calls;
15) Recorded Calls;

16) Played Calls (including user id date/time;

17) Three-Way Calls;

18) Copied Calls (including user id date/time;

19) Calls with Notes (including user id date/time);

20) Call Duration (with definable field);

21) Start Code (with drop down list);

22) End Code (with drop down list);

23) Alert Group

24) Rate Type (with drop down list); and

25) Call Category with drop down list.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.9.1.5 CDCR Administrative Reports

6.9.1.5.1 User ID Creation Report

The User ID Creation Report shall reflect the activity of User ID accounts created during a specific reporting period. This Report shall indicate the name of the CDCR-HQ or Contractor's Authorized Staff who created the account with the date and timestamp. This report shall detail, at a minimum, the CDCR-HQ or Contractor's Authorized Staff's user id, the user profiles created, the distinct 4-digit code assigned to user profile, last time logged in, and all updates to the profile.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.9.1.5.2 Audit Log Report

The Audit Log Report shall reflect the IWTS 2 Investigative User logged-in time and activity (files accessed, copied, listened to, notes input) during a specific reporting period.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.9.1.5.3 Live Monitoring Terminal Activity Report

The Live Monitoring Terminal Activity Report shall provide a report of the ON/OFF status of Monitoring Terminals during a specific reporting period. This report shall include a description of the Monitoring Terminal location and the times that each Terminal was turned on or off.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.9.1.5.4 Passive Acceptance Report

The Passive Acceptance Report details the destination numbers that have been set for passive acceptance, including the unique IWTS 2 user identifier of the CDCR-HQ Administrator that entered or modified the passive acceptance status. This report will include the date/time stamp of status changes to each destination number.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.9.1.5.5 Blocked Number Report

The Blocked Number Report details the telephone numbers that have been identified as unauthorized to receive IWTS 2 calls. The Blocked Number Report will include the unique user identifier of the personnel that entered or modified the Blocked Number status as well as the dates of status changes to each number.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.9.1.5.6 Do Not Record Report

The Do Not Record Report details the telephone numbers that have been set to not be recorded. The Do Not Record Report shall include the unique user identifier of the personnel that entered or modified the “do not record” status as well as the dates of status changes to each number.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.9.1.5.7 Data Backup Validation Report

The Contractor shall provide Data Backup Validation Reports of the data backups to the CDCR-HQ Administrator on a regular and recurring basis. These statements shall include confirmation of all file backups. Complications or problems associated with backup processes shall also be identified in these monthly reports.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.9.2 FORMAT OF MONTHLY REPORTS

The header of each report (to appear on each page) shall have the name of the report and the reporting period (month and year, centered). The footer shall include the page number and number of pages and “Date Printed: mm/dd/yyyy”.

All reported time and date information shall reflect PST. The time and date information shall be synchronized with the same time source that provides the CDR at each facility.

Monthly reports shall include daily totals and a summary of all data at the bottom of the report.

Summary reports shall be provided for all monthly reports detailing the summary detail from the monthly reports on a cumulative basis. Summary reports shall begin with the first month of the IWTS 2 Agreement and continue with updates for each month

throughout the term of the Agreement with annual subtotals. Unless otherwise requested by the State, annual reports will be based on the calendar year.

Working with the CDCR-HQ Administrator, the Contractor shall identify components of the reports that will benefit from conditional formatting to highlight exception (above, below or otherwise outside of excepted ranges) detail. Use of color on reports for titles, conditional formatting and other report elements shall be limited to shades that will remain readable when printed in black and white.

Reports shall not be password protected and shall not be copyrighted or classified as proprietary.

Prior to delivery of the first report set, the State will determine whether the reports shall be delivered as separate and unique files and/or as sheets within a single Excel file.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.9.3 CUSTOMER SERVICE REPORTS

Contractor shall provide monthly customer service reports as described below.

6.9.3.1 Trouble Ticket Report

IWTS 2 Trouble ticket report shall be provided on a calendar month basis and electronic copies shall be delivered in Excel file format by the tenth (10th) business day following the end of the reporting period month.

The Trouble Ticket Report tracks the status and activity of Trouble Ticket activity each month. The Trouble Ticket Report shall be provided in Excel format so that the CDCR can sort the report on any of the Report fields. Fields to be included in the Trouble Ticket Report are as follows:

1) Trouble Ticket Number;

2) Date and Time Trouble was Reported;

3) Time and Date Trouble was Closed;

4) CDCR Facility Name;

5) Severity of Service Issue (as reported);

6) Type of Service Reported;

7) Description of Service Issue;

8) Issue Resystem;

9) Follow-up Required;

10) The sum of Trouble Tickets shall be listed at the bottom of the report, tallying the number of closed tickets and tickets remaining open. The summary of the Trouble Ticket information shall be carried forward to the Trouble Ticket Summary Report.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.9.3.2 Daily Average Speed of Answer Reports (Monthly and Summary)

The Average Speed of Answer (ASA) Report tracks how quickly initial answering is provided to callers as one of the methods of measuring and tracking the quality of service provided.

ASA information shall be presented in daily measurements and not as an average of averages. The report shall detail the number of Calls Presented, Call Answered, Calls Abandoned, ASA and Talk Time for each day of the month (show date and day of the week). Talk Time is the time that a caller is connected to a Customer Service Representative (CSR) and does not include the time while connected to the IVR. All ASA data shall be provided separately for calls routed to both English and Spanish speaking Customer Support personnel. This information shall be summarized at the bottom of the report and carried forward to the Daily ASA Summary Report.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.9.3.3 Customer Service Call Volume Reports (Monthly and Summary)

The Call Volume Report measures and tracks the quantities of each type of Customer Service contact by type of contact. Types of contacts include, at a minimum, calls listed by each published Customer Service Number (English, Spanish, TTY, International and others), contacts by letter, email and fax. The information shall be summarized at the bottom of the report and carried forward to the Call Volume Summary Report.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.9.3.4 Customer Service Issues by Type Reports (Monthly and Summary)

The Customer Service Issues by Type report measures and tracks the different types of complaints, issues and compliments. Working with the CDCR-HQ Administrator, the Contractor shall identify the unique categories that describe the type of complaints, issues and compliments being received by Customer Service. The report shall summarize each of the categories into the quantity of items received, cleared on first contact, cleared in 24 hours, cleared since last reporting period and still open. Each of these periods shall be summarized at the bottom of the report and carried forward to the Customer Service Issues Summary Report.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.9.3.5 Customer Service Ad Hoc Report Capability

Contractor's system will include the ability for CDCR-HQ Administrator to query the Customer Service incoming call database to investigate questions and concerns from customers. This ad hoc capability will include the ability to sort and find files by time frames, called party's telephone number, type of issue and any other database field. This capability will also include the ability to save the unique settings for future use by logged in user.

Bidders shall describe the ad hoc capability they will provide for IWTS 2, including fields that will be provided and any search restrictions.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.9.4 SERVICE, SUPPORT AND MAINTENANCE REPORTS

IWTS 2 Service, Support and Maintenance reports shall be provided on a calendar month basis and electronic copies shall be delivered in Excel file format by the tenth (10th) business day following the end of the reporting period month. Information included in the reports shall only be related to IWTS 2 activities.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.9.4.1 Current Inventory Report (Monthly)

This Current Inventory Report provides the CDCR-HQ Administrator with a complete accounting of the equipment located at CDCR facilities and connected to the IWTS 2 system (whether Contractor installed or State owned). The Current Inventory Report shall include a separate listing of all equipment at each CDCR facility and a summary of the total inventory at each facility, by Category of Facility (as defined below) and statewide totals.

The following fields shall be included for each facility:

1) Category of Facility (Adult Institution, Adult Camp, Community Correctional Facility, Female Offender Program, Youth Facility, Youth Camp, CDCR Field Offices;

2) Name of the Facility;

3) Physical Address;

4) Name of the serving LEC;

5) Size of Rack space available (where applicable);

6) The following elements shall be included for each piece of equipment:

7) Type of hardware equipment:

    a. IWTS 2 Telephone Set;

    b. Live Monitoring Terminal;

    c. Live Monitoring Station with Hardwired Cut-Off Switch;

    d. Investigative Workstation;

    e. Router;

f. Modem;

g. Uninterruptible Power Supply;

h. LAN

i. Controller; or,

j. Any other type of hardware associated with the IWTS 2.

8) Equipment Identification Number

9) Equipment Location:

a. Housing Unit;

b. Yard Location; or,

c. Building Location.

10) Type of telephone:

a. Standard IWTS 2 telephone;

b. Cordless telephone; or

c. TDD/TTY telephone (portable or fixed).

11) Type of Telephone Environment:

a. Indoor; or

b. Outdoor.

12) Type of Telephone Enclosure:

a. Wall enclosure;

b. Booth with doors;

c. Booth without doors; or

d. Holding cell.

13) Type of Telephone Mounting:

a. Wall Mount;

b. Pedestal Mount;

c. Cart Mount;

d. TDD/TTY Portable Mounting;

e. TDD/TTY Fixed Mount.

A summary total of each element shall be provided at the bottom of the report for each CDCR facility, for each Category of Facility and for all CDCR facilities.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.9.4.2 Network Performance Report

Network Performance reports will be identified by the State on an as-needed basis to support network oversight and SLA compliance. These reports may be a modification of existing report sets or a unique combination of other measuring and tracking elements. The Contractor shall work cooperatively with the State in developing these reports. The State may request that the report template become a standard monthly report to be included with other monthly reports.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.9.5 IWTS 2 CALL VOLUME AND REVENUE REPORTS (MONTHLY AND SUMMARY)

The purpose of Call Volume and Revenue Reports is to measure and track IWTS 2 Call Volume and the associated Contractor Revenue. Reports of IWTS 2 Telephone System

Call Volume shall be provided on a calendar month basis and delivered in electronic format in Microsoft Excel file format and posted on the Private Web Portal by the tenth business day following the end of the reporting period month. These reports will present the Call Volume from several perspectives as detailed below.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.9.5.1 Call Volume by Facility (Monthly and Summary)

This Call Volume by Facility Report will list separately the Call Elements for each CDCR facility. Call Elements include Call Attempts, Call Completions, Call Conversation Minutes and Call Revenue as columns. Each of the Call Elements shall be provided in separate columns for English, Spanish and Totals. Separate rows will subdivide the Call Volume by Intrastate, Interstate and International Call Volume with a row for the total of all call traffic. Youth Facilities shall be listed first with a separate sub-total for all of these facilities. The Adult Facilities will also have a separate sub-total. A summary row for each facility will be included and a Summary Table detailing the summation of each call destination (Intrastate, Interstate and International) by Call Element of all facilities will be provided at the end of the report. The Summary Table for each month will be carried forward to the cumulative Call Volume Summary Report.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.9.5.2 Call Volume by Category of Call (Monthly and Summary)

The Call Volume by Type of Call Report will list separately, as columns, each of the Call Categories with sub-columns of completed Calls, Conversation Minutes and Revenue with columnar totals and totaled by row with each of

the Call Type (Intrastate, Interstate and International). Each of these Call Categories (with their sub-columnar elements) shall be summarized at the bottom of the report and carried forward to the Call Volume by Type of Call Summary Report. The report shall also list the total number of unique destination numbers called during the report period on a separate row.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.9.5.3 Daily Call Volume by Call Type

The Daily Call Volume by Call Type Report will provide a daily view of the Call Volume listing the Intrastate, Interstate and International Call Volume in columns with sub-columnar listings of calls, minutes and revenue for each of the destination types. Rows will list each day of the month with the date and day of the week with a summary row at the bottom of the report.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.9.5.4 Daily Call Volume for International Calls Report

The Daily Call Volume for International Calls Report will provide a daily view of the Call Volume listing the countries in columns with sub-columnar listings of calls, minutes and revenue for each of the countires. Rows will list each day of the month with the date and day of the week with a summary row at the bottom of the report.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.9.5.5 Data File

Upon the request of the State, the Contractor shall produce a comma delimited (*.CSV) text file of all call records and call record elements for a given timeframe. The request may be on an Ad Hoc or on a reoccurring monthly basis. Delivery of the file shall be within five (5) business days of the request. There shall be no limit to the time period of the requested data; from the beginning of the Agreement period to the date of the request. The State may request that the data be filtered or sorted on any of the data elements.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.9.6 AD HOC REPORTS

Ad Hoc reports will be identified by the State on an as-needed basis. These reports may be a modification of existing report sets or a unique combination of other measuring and tracking elements. The Contractor shall work cooperatively with the State in developing the Ad Hoc Reports. There shall be no limit to the number of Ad Hoc Report requests. Upon identifying a report template, the Contractor will deliver the report within ten (10) working days. The State may request that the report template become a standard monthly report to be included with other monthly reports.

The Ad Hoc report shall allow the State to generate reports from any element in the database that may be useful in performing trending, statistical analysis or other State obligatory requests.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.10 FINANCIAL REPORTS

The Contractor shall provide revenue reports to the State and Contracting Officer within thirty days of the close of the month being reported upon. These reports are separate from the monthly maintenance reporting process described above.

The report shall have header and footer appear on each pate with the name of the report and reporting period centered on the header. The footer shall include the page number and number of pages and “Date Printed: mm/dd/yyyy”.

The Contractor shall provide these reports on a calendar month basis and delivered in electronic format in Microsoft Excel and posted to the Private Web Portal by the tenth business day following the end of the reporting period month. All revenue figures shall be calculated and displayed in U.S. dollars and cents.

For purposes of these reports, Call Categories are defined as follows (other call categories shall be added as necessary):

1. Collect Intrastate;
2. Collect Interstate;
3. Prepaid Intrastate;
4. Prepaid Interstate;

5. Prepaid International (per country); and

6. Prepaid cellular.

The Contractor will provide each of the Financial Reports described below for institutions identified in Section 3, Current Services, (Adult Institutions, Adult Camps, Community Correctional Facilities, Adult Female Offender Programs, and Youth Facilities) by facility, all sites, and Agreement level.

6.10.1 SUMMARY MINUTES BY CALL CATEGORY

The Contractor shall provide as part of the monthly revenue reports a Summary Minutes by Call Category report, which shall include the following:

1) Report period (month);

2) Intrastate, Interstate, International grouping;

3) Number of calls (by each Call Category);

4) Minutes of calls (by each Call Category);

5) Gross billable call revenue (by each Call Category);

6) Totals shall be calculated and displayed for total calls for each correctional facility;

7) Totals shall be calculated and displayed for total minutes for each correctional facility;

8) Totals shall be calculated and displayed for gross billable call revenue for each correctional facility;

9) Totals shall be calculated and displayed for each Call Category, total calls, total minutes, and total revenue across all correctional facilities and shall include sub-totals and totals for each of the categories.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.10.2 MONTHLY DISTRIBUTION OF REVENUES BY CALL CATEGORY SUMMARY

The Contractor shall provide as part of the monthly revenue reports a Monthly Distribution of Revenues by Call Category. This report shall be the summation of all calls placed through IWTS 2 for the entire State and supporting documentation from each individual correctional facility. The following information shall be included for each Call Category:

1) Report period (month);

2) Intrastate, Interstate and International grouping;

3) Call party by location;

4) Total calls by Call Category;

5) Percentage of total calls;

6) Average minutes per call by Call Category;

7) Minutes of calls by Call Category;

8) Rate per minute by Call Category;

9) Percentage of total minutes by Call Category;

10) Per minute revenue by Call Category;

11) Gross billable surcharge revenue by Call Category;

12) Gross billable revenue by Call Category;

13) Percentage of gross billable revenue by Call Category;

14) Grand totals shall be calculated and displayed for each Call Category, total calls, total average minutes per call, total minutes, total per minute revenue, total gross billable surcharge revenue, and total gross billable revenue across all CDCR facilities. These shall include sub-totals and totals for each of the categories.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.10.3 CORRECTIONAL FACILITY SUMMARY

The Contractor shall provide as part of the monthly revenue reports Correctional facility report which shall include the following:

1) Report period (month);

2) Correctional facility name;

3) Number of calls;

4) Minutes of calls;

5) Gross billable revenue;

6) Totals shall be calculated and displayed for total calls for each correctional facility;

7) Totals shall be calculated and displayed for total minutes for each correctional facility;

8) Totals shall be calculated and displayed for gross billable revenue for each correctional facility;

9) Total shall be calculated and displayed for the number of unique called numbers for entire Agreement;

10) Total shall be calculated and displayed for the total number of International calls for the entire Agreement.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.10.4 MONTHLY REVENUE ANALYSIS

The Contractor shall provide as part of the monthly revenue reports a Revenue Analysis Report which, at a minimum, shall include:

1) Report period (month);

2) Correctional facility name;

3) Intrastate, Interstate and International grouping;

4) Gross billable revenue (by call type) for each month in current fiscal year (beginning of July through the end of June);

5) Total gross billable revenue across all collect call types per month in fiscal year;

6) Subtotals for each Call Category for a correctional facility across the fiscal year (to date);

7) Grand totals of all subtotals of each of the categories shall be calculated and displayed.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.10.5 CUMULATIVE USAGE FOR FISCAL YEAR AND CALENDAR YEAR

The Contractor shall provide as part of the monthly revenue reports Cumulative Usage for Fiscal Year and Calendar Year reports. The Cumulative Usage for Fiscal Year report shall include a summary for all months in a fiscal year (beginning of July through the end of June). The Cumulative Usage for Calendar Year shall include a summary for all months in a calendar year (beginning of January through the end of December). Both reports, at a minimum, shall include:

1) Report period (month);

2) Intrastate, Interstate and International grouping;

3) Call party by location;

4) Total calls by Call Category;

5) Percentage of total calls;

6) Average minutes per call by Call Category;

7) Minutes of calls by Call Category;

8) Rate per minute by Call Category;

9) Percentage of total minutes by Call Category;

10) Per minute revenue by Call Category;

11) Gross billable surcharge revenue by Call Category;

12) Gross billable revenue by Call Category;

13) Percentage of gross billable revenue by Call Category;

14) Grand totals for each month shall be calculated and displayed for each Call Category, total calls, total average minutes per call, total minutes, total gross billable surcharge revenue, and total gross billable revenue for each month. These shall include sub-totals and totals for each of the categories;

15) Cumulative grand totals for the year (both fiscal year and calendar) shall be calculated and displayed for total Intrastate, Interstate, and International calls, total average minutes per call, total minutes, total per minute revenue, total gross billable surcharge revenue, and total gross billable revenue.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.10.6 BASELINE TRACKING REPORT

The Contractor shall provide as part of the monthly revenue reports a Monthly Baseline Tracking report. The Monthly Baseline Tracking report shall include a summary for all months in a fiscal year (beginning of July through end of June) and in a calendar year (beginning of January through the end of December). The report shall track total Agreement minutes for each month to compare running total minutes with established Baseline Run Rate annual minutes. The report at a minimum shall include:

1) Month;

2) Total minutes;

3) Cumulative grand totals for the year (both fiscal year and calendar) shall be calculated and displayed for total minutes;

4) Established baseline call high volume thresholds shall be displayed

5) Difference between cumulative grand total for the year and the baseline call volume threshold shall be calculated and displayed;

6) Difference calculated in Section 6.10.6.(5) shall be divided by established baseline call volume threshold and shall be displayed.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.10.7 CUMULATIVE MONTHLY ADMINISTRATIVE FEES REPORT

The Contractor shall provide a Cumulative Monthly Administrative Fees report to the State which, at a minimum, shall include:

1) Fiscal year;

2) Monthly;

3) Wired date;

4) Wired amount;

5) Total cumulative wired amount to date;

6) Wired transaction number;

7) Contact phone number.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.11 WEB SITE PORTALS

The Contractor shall provide a public web portal and a private web portal. The public web portal shall address the needs of called parties. The private web portal will address the needs of the CDCR and State staff required for the administration and oversight of the IWTS 2 system. The portals shall be accessible using the latest versions of industry standard browsers for both PC and Apple platforms. At the State's request, the Contractor shall make timely system changes to support the needs of the State at no additional costs or additions to billing rates.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.11.1 PUBLIC WEB SITE

The Contractor shall provide and maintain a public website that shall be updated weekly. All information, data and forms must be approved by CDCR-HQ Administrator before posting to this web site. At a minimum, the web site shall include the following:

1) A list of all products and services with descriptions and product codes, including product and service features;

2) Product and service rates;

3) Agreement language and amendments;

4) Customer's Frequently Asked Questions (FAQs);

5) Customer ordering instructions;

6) End-User Escalation Process;

7) Link to the Contractor's IWTS 2 on-line User Guide;

8) Link to State and/or CDCR web site;

9) Description of payment options;

10) Customer Service toll free numbers for Domestic and International calls

11) A current list of International Countries the IWTS 2 can call

12) Customer service trouble reporting contact information (Intrastate, Interstate and International); and

13) Access to End-User account and/or link to payment services as described in Section 6.14.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.11.2 PRIVATE WEB SITE

The Contractor shall provide and maintain a private web site that shall be updated weekly. The Contractor shall use the private web portal to provide CDCR-HQ Administrator with access to administrative tools, Investigative capability, service level agreement reports, fiscal management reports, training and other tools and reports as requested by CDCR and the State.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.12 SERVICE LEVEL AGREEMENTS

The intent of this section is to provide the End Users, CDCR Authorized staff and Contractor with requirements that define and assist in the management of the Service Level Agreements (SLAs). This section identifies and explains the required SLAs for the business and systems requirements identified in this IFB. This section defines performance objectives, measurement processes, and rights and remedies.
General Requirements:

1) The Contractor shall act as the single point of contact coordinating all entities to meet the State's needs for provisioning, maintenance, restoration and resystem of services issues or that of their Affiliates, subsidiaries, Subcontractors, or resellers under this Contract.

2) All SLAs will be applied 24 hours a day, 7 days a week.

3) All SLAs shall be classified as either Technical or Administrative.

In the event a Bidder proposes an unsolicited service, associated SLAs shall be provided in the established format below.

Unless otherwise stated in the SLA, all technical SLAs shall be applied to all systems and components identified in this IFB.

1) The SLAs shall each consist of the following: definition, measurement process, objective(s), immediate rights and remedies, and/or monthly rights and remedies.

2) All SLAs will be applied and self-reported to CDCR-HQ Administrator or OCIO by the Contractor. The Contractor is responsible for proactively applying, calculating, reporting and rebating all rights and remedies as defined in the Contract.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.12.1 RIGHTS AND REMEDIES

If an outage/performance event fails to meet one or more of the SLA objectives, only the SLA with the largest Rights and Remedies will be applied.

To the extent that Contractor offers additional or more advantageous rights and/or remedies to customers for similar services offered through other on-line service guides or other programs, the state shall be entitled to exercise the rights and/or remedies therein.

Rights and Remedies will apply to each SLA in which the SLA objective was missed. The Rights and Remedies compensation for missed SLA objectives may require the Contractor to apply “usage minutes” to the “Run Rate” totals (Section 7.4) every month.

Minutes shall be applied to Run Rate totals in hour increments. Additional minutes shall be rounded up to the next hour.

The Contractor will apply the Rights and Remedies for each device, circuit/phone number, and application impacted by the service failure.

Rights and Remedies shall be assessed monthly and applied toward the Run Rate totals within 60 calendar days from the last day of the month in which the SLA objective was missed.

Rights and Remedies will be doubled starting the fourth (4th) year of the Agreement

In addition, Rights and Remedies for all SLAs will allow the option for the CDCR-HQ Administrator and/or OCIO to invoke the escalation process (Section 6.13.3).

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.12.2 TROUBLE TICKET STOP CLOCK CONDITIONS

Stop Clock conditions will allow the bidder to adjust the SLA outage durations based on the criteria described below.

1) Stop Clock criteria includes periods when a restoration or testing effort is delayed at the specific request of the CDCR authorized staff. The Stop Clock condition shall exist during the period the Contractor was delayed, provided that reasonable and documented efforts are made to contact the CDCR authorized staff during the applicable Stop Clock period.

2) Time after a service has been restored, but CDCR authorized staff request that the ticket be kept open for observation. If the service is later determined by the CDCR authorized staff to not have been restored, the Stop Clock shall continue until the time the CDCR authorized staff notifies the Contractor that the service has not been restored.

3) Time after a service has been restored, but CDCR authorized staff are not available to verify that the service is working. If the service is later determined by the CDCR authorized staff to not have been restored, the Stop Clock shall apply only for the time period between Contractor's reasonable attempt to notify the CDCR authorized staff that Contractor believes the service has been restored and the time the CDCR authorized staff notifies the Contractor that the service has not been restored.

4) Restoration cannot be achieved because the problem has been isolated to wiring that is not maintained by Contractor.

5) Except where power is provided by a CDCR generator, failures occurring as a result of a power problem, outside the control of the Contractor, which exceeds three (3) hours. Stop Clocks will apply after the initial three (3) hours as required in Section 6.2.10. Power outages resulting from a backup generator test will not be considered

a Stop Clock condition. Power outages as a result of the Contractor will not be considered a Stop Clock condition.

6) Lack of building entrance wiring facilities or conduit structure that are the CDCR authorized staff's responsibility to provide.

7) The following contact/access problems, provided that Contractor makes specific efforts to contact the appropriate CDCR staff for site access during the applicable Stop Clock period:

   a) Access necessary to correct the problem is not available because access has not been arranged by appropriate site contact or CDCR authorized staff representative;

   b) Site access is not granted to a technician who displays proper identification;

   c) Site has limited hours of access that directly impacts the Contractor's ability to resolve the problem;

   d) If it is determined later that the cause of the problem was not at the site in question, then the Stop Clock shall not apply;

   e) Any problem or delay documented on the trouble ticket to the extent caused by CDCR authorized staff that prevents or delays Contractor's resystem of the problem. In such event, Contractor shall make a reasonable request to CDCR authorized staff to correct the problem or delay; or

   f) Delays in the process of admittance to the CDCR facility.

8) Failure of the trouble ticket originator or responsible CDCR authorized staff to return a call from Contractor's technician for on-line close-out of trouble tickets after the service has been restored as long as Contractor can provide documentation substantiating message from Contractor's technician.

9) An outage directly related to any properly performed scheduled maintenance or upgrade by the Contractor. Any such Stop Clock condition shall not extend beyond the scheduled period of the maintenance or upgrade. SLAs will apply for any maintenance caused outage beyond the scheduled maintenance period. Outages occurring during a scheduled maintenance or upgrade period and not caused by the scheduled maintenance shall not be subject to this Stop Clock criteria.

10) Any problem or delay caused by a third party not under the control of the Contractor, not reasonably preventable by the Contractor, including, at a minimum, cable cuts not caused by the Contractor. Contractor's affiliates, subsidiaries, or Subcontractors shall be deemed to be under the control of Contractor with respect to the equipment, services, or facilities to be provided under this Contract.

11) Force Majeure events, as defined in the terms and conditions of the Contract.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.12.3 TECHNICAL SERVICE LEVEL AGREEMENTS

SERVICE LEVEL	DEFINITION	MEASUREMENT	MONTHLY OBJECTIVE	RIGHTS AND REMEDIES
AVAILABILITY VOICE	The monthly availability percentage equals the scheduled uptime per month less unavailable time divided by scheduled uptime per month multiplied by 100. This SLA is applied at the individual component level.	The monthly Availability percentage shall be based on the accumulative total of all trouble ticket outage durations per circuit/phone number, device and/or application, per calendar month. Scheduled uptime is based on 24 x 7x 30 days in the month. All outage durations applied to other SLAs, which result in a remedy, will be excluded from this monthly accumulative total. (See 6.12.3.1 for Desirable Scorable Technical Point Requirement.)	Minimum: 99.5 percent	50 percent of the total monthly down time will be added to the Run Rate per device, circuit/phone number, application
AVAILABILITY DATA Call Detail Records Voice Recordings	The monthly availability percentage equals the scheduled uptime per month less unavailable time divided by scheduled uptime per month multiplied by 100. This SLA is applied at the individual component level.	The monthly Availability percentage shall be based on the accumulative total of all trouble ticket outage durations per circuit, device and/or application, per calendar month. Scheduled uptime is based on 24x 7x 30 days in the month. All outage durations applied to other SLAs, which result in a remedy, will be excluded from this monthly accumulative total.	DS0 >99.2 percent DS1 >99.5 percent DS3 >99.8 percent OCX >99.8 percent	50 percent of the total monthly down time will be added to the Run Rate per device, circuit/phone number, application

Time to Repair - Major	Any failure or security breach of the IWTS 2 that results in the total shut down of the IWTS 2 at any single CDCR facility.	The outage start shall be determined by the network alarm resulting from the outage-causing event or the opening of a trouble ticket by a CDCR Authorized Staff, whichever occurs first. The Contractor shall open a trouble ticket and compile a list for each application/device/ service affected by the common cause. Each service, device, and or application is out of service from the first notification until the Contractor determines the service is restored. Any service reported by Customer as not having been restored shall have the outage time adjusted to the actual restoration time.	Less than four (4) hours to repair	100 percent of the total down time will be added to the Run Rate per device, circuit/phone number, application, per outage event. CDCR/OCIO has option to request an Executive Outage Summary
Excessive Outage	An Excessive Outage shall be defined as a trouble ticket that remains open with the Contractor on an IWTS 2 service, device, and /or application for more than twelve hours.	The service is unusable during the time the trouble ticket is reported as opened until restoration of the service, device, and/or application, minus Stop Clock conditions. Any service reported by CDCR Authorized Staff as not having been restored shall have the outage time adjusted to the actual restoration time.	Minimum: Less than twelve (12) hours to repair	100 percent of the total down time will be added to the Run Rate per device, circuit/phone number, application, per outage event

Round Trip Transmission Delay/Latency Investigative Work Stations Administrative Control System Live Monitoring Terminals Voice Network Investigative Tool Network	Average round trip transmission delay measured from the customer edge device to Contractor's Centralized Data Storage Facility back to the customer edge device.	The CDCR Authorized Staff is responsible for opening a trouble ticket with the Contractor's Help Desk when the delay is below the committed level. The problem requires timely verification, consistent with industry standards by the Contractor. The trouble ticket shall be tracked as a Quality of Service (QoS) problem using a special disposition code on the trouble ticket. QoS tickets shall not count in Availability or Time to Repair measurements unless and until the CDCR authorized staff reports service as unusable for its intended uses.	Cannot exceed one of the following objectives for three consecutive months: 64 byte ping<60ms Minimum: 1000 byte ping <120ms	Increase bandwidth within the network by 25 percent as agreed to by the Contractor and the State Contractor provides network diagram of bandwidth increase
Jitter IWTS 2 Telephone System	Variations in transfer delay measured from the customer edge device to the Contractor's Centralized Data Storage Facility	The CDCR Authorized Staff is responsible for opening a trouble ticket with the Contractor Help Desk when the jitter exceeds the committed level. The problem requires timely verification, consistent with industry standards (calculations defined in: IETF RFC 3550 RTP, RFC 3611 RTP), by the Contractor. Trouble shall be tracked as a QoS problem using a special disposition code on the trouble ticket. QoS tickets shall not count in availability or Time to Repair measurements unless and until the CDCR Authorized Staff reports service as unusable for its intended uses.	Minimum Less than 15ms for three consecutive months	25 percent of the time (in minutes) users are experiencing poor voice quality shall be added to the Run Rate, per event

Packet Loss IWTS 2 Telephone System	Packets lost between the customer edge device and the Contractors Centralized data Storage facility.	The CDCR Authorized Staff is responsible for opening a trouble ticket with the Contractor Help Desk when the packet loss exceeds the committed level. The problem requires timely verification, consistent with industry standards (e.g., protocol analyzer), by the Contractor. Trouble shall be tracked as a QoS problem using a special disposition code on the trouble ticket. QoS tickets shall not count in Availability or Time to Repair measurements unless and until the CDCR Authorized Staff reports service as unusable for its intended uses.	Minimum: .5 percent maximum packet loss for three consecutive months	25 percent of the time (minutes) users are experiencing poor voice quality shall be added to the Run Rate, per event

Catastrophic Outage (CAT)	Total voice failure to 5 or more CDCR facilities Or If the centralized database is not accessible from remote workstations or the internet	The outage duration start shall be determined by the network alarm resulting from the outage-causing event or the opening of a trouble ticket by the CDCR, whichever occurs first. Outage duration shall be measured on an individual service outage basis from information recorded from the network equipment or trouble ticket The Contractor shall open a trouble ticket and compile a list for each application, device, and/or service affected by the common cause. Each application, device, and/or service is considered out of service from the first notification until the Contractor determines the application, device, and/or service is restored. Any application, device, and/or service reported by the CDCR authorized staff as not having been restored shall have the outage time adjusted to the actual restoration time.	Less than two (2) hours to repair	**Voice** 200 percent of the total voice failure down time will be added to the Run Rate per device, circuit/phone number, application, per outage event **Data** 500 Minutes per hour of down time, per event Remedy includes: CDCR/OCIO option to request Executive Outage Summary.

Call Detail Record (CDR) and Voice Recording Information Loss	The loss or damage to the CDRs or voice recordings.	CDCR Authorized Staff shall report information loss (including reduced audible quality) to the Contractor by opening a trouble ticket. All instances of missing data shall be reported on a per record basis (CDR or Voice Recording) for each trouble ticket.	100 percent of data	500 minutes will be added to the Run Rate per lost or damaged CDR or voice recording CDCR's option to request Executive Outage Summary identifying all instances in which the data cannot be restored
Download Interval Voice Recording	The number of minutes between the command to download the voice recording and the completion of the file download.	CDCR Authorized Staff shall report any instance exceeding the acceptable interval by opening a trouble ticket. This SLA is applied per occurrence.	Minimum: Download shall not exceed 2 minutes for every 15 minutes of voice recordings for three consecutive months	Increase bandwidth within the network by 25 percent as agreed to by the Contractor and the State Contractor provides network diagram of bandwidth increase

Provisioning	Provisioning is defined as, adds, moves, changes, and deletes completed by the Contractor on or before the negotiated due dates.	Install intervals are based on CDCR and Contractor negotiated due dates identified on the State's request for service.	Service provisioned on or before the due date per install order.	500 minutes will be added to the Run Rate per device, circuit/phone number, application
Transition-In	Contractor shall meet its obligation to "Transition–In" in accordance to Section 6.15 with acceptance by CDCR for each CDCR facility.	The Contractor must receive approval from CDCR that each CDCR facility transition has been completed in accordance to Section 6.16	100 percent transitioned on or before the scheduled due date, per CDCR facility	2800 minutes a day, per facility, not completed will be added to the Run Rate

Bidder understands and agrees to meet or exceed all of the minimum Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.12.4 ADMINISTRATIVE SERVICE LEVEL AGREEMENTS

SERVICE LEVEL	DEFINITION	MEASUREMENT	OBJECTIVE	SEVERITY
Reporting Reports of Detected Attempts 6.3.1.12.3 Investigative Reports 6.9.1.3 CDCR Administrative Reports 6.9.1.5 Customer Service Reports 6.9.3 Service Support and Maintenance Reports (6.9.4) Financial Reports (6.10) Service Level Agreement Reports 6.12.5	All reports shall meet the requirements, be fully functional, and delivered in accordance with the timelines required in Section 6.9	See the Objective	Deliver all reports within 3 business days of the Contractor and State mutually agreed delivery dates from Section 6.9	500 minutes per report, per month will be added to the Run Rate
On-time Administration Fee Payment	The Contractor shall pay the monthly administration fee to OCIO each month as agreed in Section 6.2.1.	See Objective	OCIO receipt of the electronic fund transfer on or prior to the due date.	10,000 minutes per day, until receipt of electronic fund is provided to OCIO will be added to the Run Rate

SERVICE LEVEL	DEFINITION	MEASUREMENT	OBJECTIVE	SEVERITY
Tools and Report Implementation Trouble Ticketing Tool 6.12.5 Public Web Portal 6.11 Private Web Portals 6.11.2 On-Line Payment System 6.14.6.4 Reports of Detected Attempts 6.3.1.12.3 Investigative Reports 6.9.1.3 Customer Service Reports 6.9.3 Service Support and Maintenance Reports 6.9.4 Financial Reports 6.10 Service Level Reports 6.12.5	All Contactor provided tools and reports shall be functioning and accepted by CDCR based on the implementation timeline	Within 45 business days after Agreement award, the Contractor and CDCR shall agree to the implementation timeline dates for the tools and reports listed in this table. Unless mutually agreed upon, the implementation timeline shall not exceed 6 months following the Agreement award date.	All tools and reports shall meet the IFB requirements, be fully functional, accepted by CDCR and delivered in accordance with the timelines. Additional or replacement tools and reports shall be fully functional and accepted by CDCR by dates agreed upon by CDCR and the Contractor.	250 minutes per report/tool per week until implemented will be added to the Run Rate

SERVICE LEVEL	DEFINITION	MEASUREMENT	OBJECTIVE	SEVERITY
Tool Availability Trouble Ticketing Reporting and Tracking System 6.8.2.2 Public Web Site 6.11.1 Private Web Site 6.11.2 On-Line Payment 6.14.6.4 Customer Help Desk 6.8.2.1	The monthly availability percentage for each tool equals the Scheduled Uptime per month less Unavailable Time divided by Scheduled Uptime per month multiplied by 100 per tool. Scheduled uptime is based on 24X7 x number of days in the month.	CDCR shall report any failure or problem to the CDCR Help Desk and a trouble ticket shall be opened. The tool is unusable during the time the ticket is recorded as open until restoration of the tool. Stop clocks in Section 6.12.2 shall apply. The Availability percent shall be calculated by adding the duration times for all trouble tickets opened on a single tool within the calendar month.	100 percent (100%) functional 99 percent (99%) of the time for each tool, measured on a monthly basis.	500 minutes per tool will be added to the Run Rate

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.12.5 SERVICE LEVEL AGREEMENT REPORTS

Monthly Service Level Agreement Reports shall be posted to the Contractor's private web site. The report(s) must be loaded onto the web site and available to CDCR-HQ Administrator and OCIO in a data extractable application. At a minimum, the Contractor shall provide the reports described below.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.12.5.1 Monthly Trouble Ticket Report

All trouble tickets must appear in a SLA report within 60 calendar days of the trouble ticket service restoration date. The report shall list all trouble tickets with a service restoration date occurring within the reported month, including tickets not qualifying for rebate. This report shall show what SLA rights and remedies were applied to each ticket number, when applicable.

The Monthly Trouble Ticket Report shall include the following detail: report period, Contractor's trouble ticket number, circuit number/service ID/phone number/device ID, service type, brief trouble symptom, brief restoration description, name of CDCR facility, service address of reported trouble (separate fields and no abbreviations for each: Street, Apartment/Suite, City, Zip Code), ticket open date, open time, problem restoration date, problem restoration time, total stop clock duration, outage duration, Yes/No if qualified for SLA, type of SLA applied, right and remedies applied to each ticket (minute amounts/bandwidth increase), when applicable.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.12.5.2 Catastrophic (CAT) Outage SLA Report

CAT outages shall be reported independently on a per occurrence basis. A CAT Report shall be provided to CDCR within 60 calendar days of the restoration date. CAT reports shall include the following information: reporting period, date and time of occurrence, circuit number/service ID/phone number(s)/device ID, product type, transport type (e.g., DS0, DS1) (if applicable), CDCR facility name, ticket open date, ticket open time, problem restoration date, problem restoration time, total stop clock duration, outage duration, and right and remedies.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.12.5.3 Monthly SLA Summary Report

The Contractor shall provide a separate monthly summary reporting the total number of tickets opened, number of tickets with remedies applied, total number of tickets with remedies applied per SLA type (includes CAT Outages), total remedies/minutes/bandwidth subtotaled per SLA type, and grand total remedies/minutes/bandwidth applied for the month.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.12.5.4 Executive Outage Summary Report

An Executive Summary may be requested by the CDCR-HQ Administrator for any significant network outage or critical service failure. An Executive Summary shall include the following information: Outage description, date and time of outage began, date and time of resystem, resystem description, Contractor trouble ticket number, service location, "Impact to the State" (number of users affected/locations/service types), chronology of Contractor steps to resolve the problem, "Path Forward" (steps taken to mitigate future outages).

Contractor shall provide an initial report within twenty-four (24) hours of recorded incident to be followed with a comprehensive report delivered within fifteen (15) business days.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.12.5.5 Annual SLA Trouble Ticket Summary

The Contractor shall provide an annual summary report displaying the grand total number of trouble tickets, number of trouble tickets with remedies per SLA type, total remedies/minutes/bandwidth per SLA type, grand total number of tickets with remedies/minutes/bandwidth and grand total of remedies/minutes/bandwidth (includes CAT Outages).

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.12.5.6 Annual SLA Trouble Ticket Summary by CDCR Facility

The Contractor shall provide an annual summary reporting the total number of trouble tickets per CDCR facility. Number of trouble tickets per SLA type per facility, total remedies/minutes/bandwidth per SLA type per facility. It shall include total number of trouble tickets with remedies/minutes/bandwidth per facility, total remedies/minutes/bandwidth.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.13 BUSINESS PLAN REQUIREMENTS

Given the IWTS 2 system's size and complexity, the State seeks to confirm that the selected Contractor will have both the size and sophistication to effectively implement and support the Agreement. At a minimum, Bidders shall provide plans that identify the Bidder's approach to various aspects of supporting the IWTS 2 system as described below. These plans will be used as a foundation for the development of final comprehensive plans as directed by the CDCR-HQ Administrator. The Contractor shall meet with the CDCR-HQ Administrator to finalize the plans. All plans will be submitted within 60 business days following Agreement award and will become part of the Agreement upon approval by the CDCR-HQ Administrator.

6.13.1 CONTRACTOR BUSINESS PLAN

The Bidder's Contractor Business Plan shall detail and demonstrate that the Bidder has the qualified staff and sufficient resources to support the business and contractual requirements of the IWTS 2 Agreement.

Bidders shall provide a Contractor Business Plan as described below, and annually thereafter, that demonstrates that qualified staff and resources are available to support the business and contract management activities consistent with the terms and conditions of the Agreement.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.13.1.1 Staffing and Resource Requirements

Bidders shall describe and identify the appropriate staff resources to be assigned upon award of the Agreement as listed below:

1) A list of personnel classifications assigned with required skills defined for each classification.

2) An organization chart of personnel assigned to the Agreement.

3) Brief resume statements and percentage of time key personnel will be dedicated to implementation and ongoing Agreement responsibilities, including but not limited to the following:

   a) Executive Officers

   b) Dedicated Contract Program Manager

   c) Project Manager (Transition/Migration/Transfer, as appropriate)

   d) Service Operations Manager

   e) Training Manager

4) Executive level personnel available to meet and confer with the State on Contract-related issues in Sacramento.

5) Other key personnel available to work in California.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.13.1.2 General Business Requirements

Bidders shall describe in detail, at a minimum, the business and Contract management processes.

Bidders shall describe in detail their ongoing processes and commitment to providing quality service to the IWTS 2 users and CDCR staff.

1) Bidders shall describe in detail their business processes for the Transition in and out of the IWTS 2 Contract.

2) Bidders shall describe in detail their business processes for initiating service orders, procurement of IWTS 2 equipment, tracking of trouble reports and adherence to Agreement terms and conditions.

3) Bidders shall describe in detail their processes for installing, servicing and maintaining the various components of the IWTS 2 system.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.13.2 PROJECT MANAGEMENT PLAN

Bidders shall submit a Project Management Plan that details and demonstrates that the Bidder has an understanding of the project management requirements and the need for properly qualified staff for effectively installing multiple systems, in short time frames, across a wide geographical area and in tight coordination with the State, Subcontractors, local LECs, and other vendors. The Project Management Plan shall address installation of all required equipment and services no later than 18 months following Agreement award. The Project Management Plan shall address installation and the on-going management of the IWTS 2 Agreement components.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.13.2.1 Project Management Methodology

Bidders shall describe how they will use a formal project management methodology (e.g. based on IEEE, Project Management Institute (PMI), or comparable).

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.13.2.2 Project Schedule

Bidders shall provide an example of a project schedule for the IWTS 2 installation project and describe how they will keep the project schedule current (within three (3) business days) to include tasks, durations, deliverables, responsible parties, dependencies, start and end dates, schedule variance, and completion status in Microsoft Project 2000 or higher.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.13.2.3 Site Specific Information Requests

The Bidder's project plan shall describe how specific needs for information, materials, and decisions from CDCR-HQ Administrator for implementation will be communicated prior to the start of each phase of work proposed by the Bidder and how such information shall be requested in writing.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.13.2.4 Project Manager Certification

The Contractor's proposed Project Manager must be certified by a recognized project management organization (e.g. University certifications or PMI) and must have a minimum of five (5) years experience managing similar large scale telecommunications implementations. Bidders shall describe the certification of the Project Manager that will be assigned to the IWTS 2 project.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.13.2.5 Project Teams

The Project Management Plan shall clearly detail (by name) staff and Subcontractors who will be responsible for each phase of the project installation and separately detail the project team that will be responsible for all post-installation services.

The Project Management Plan shall state how many support technicians will be allocated to this Agreement and identify where they will be located in order to meet the response time requirements.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.13.3 ESCALATION PLAN

The Bidder shall provide an escalation plan with escalation procedures, processes, and personnel procedures for use during an IWTS 2 system failure.

The Contractor's IWTS 2 escalation procedures shall be subject to State approval and all Contractor staff identified in the escalation plan shall be capable of being contacted.

The Contractor shall provide one (1) contact person plus one (1) alternate point of contact from its organization to address unanticipated difficulties like installation concerns, system downtime, and degradation of services.

The Contractor shall also provide additional escalation policies and points of contact, including contact numbers (office telephone, mobile telephone, facsimile, E-mail), titles, and chain of command, for use in case the Contractor's efforts by the single point of contact are insufficient in resolving a particular situation.

If the primary contact point is not the IWTS 2 Project Manager, the Contractor shall clarify the relationship of the Project Manager in the escalation process.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.13.4 CHANGE MANAGEMENT PLAN

The State's telecommunications and IWTS 2 systems, operations, and infrastructure must constantly evolve and adapt to the State's changing environment in order to continually improve the delivery of services. The State seeks a Bidder that will implement procedures to accommodate changes to services, applications, and systems as required.

The Contractor is to establish Change Management processes jointly with the CDCR-HQ Administrator that are compatible with the State's change management processes. The Contractor shall also maintain and administer electronic Change Management processes that communicate, assess, monitor, and control all changes to system resources and processes. The Contractor shall manage changes so that a stable IWTS 2 telecommunications environment is maintained during all change activities.

All changes shall have the appropriate vendor and CDCR management level approvals before implementing the change into production. CDCR-HQ Administrator will detail the change with the Contractor when a change becomes necessary.

The Bidder shall ensure that all software modifications and upgrades are deployed using the configuration management, documentation, integration, and acceptance testing requirements of this Agreement during the maintenance period.

Bidders shall provide a Change Management Plan that ensures that the Bidder will address changes to system hardware, software and documentation using standardized methods, processes and procedures in order to minimize the number and impact of any related incidents upon service. The Change Management Plan shall include details of how requirements are defined, changes are planned (including roll-back planning), tested, verified, documented and how version control is handled. The Bidder shall provide a proposed plan of resources and schedule for software design, development, testing, and deployment of all application modifications and upgrade requests as defined by the CDCR-HQ Administrator.

The Change Management Plan shall describe the approach that the Bidder proposes to implement in order to manage the State's evolving and changing requirements during the course of the Agreement.

The Change Management Plan shall describe how your organization's change control process will ensure that:

1) All changes to the IWTS 2 environment are managed;

2) Changes will be implemented with minimal impact on the State; and,

3) The State will be given timely notification of pending changes. The Change Management Plan shall also describe the review and reporting process the Bidder proposes to track the effect of implemented changes.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.13.5 CONFIGURATION MANAGEMENT PLAN

Configuration Management focuses on establishing and maintaining consistency of a system's performance and its functional and physical attributes with its requirements, design, and operational information throughout its life. The Bidder shall describe how they plan to keep the hardware and software systems, along with the documentation, consistent and current for each of the systems used in IWTS 2.

The Contractor's Configuration Management plan shall include and be updated and shared with CDCR-HQ Administrator as necessary and include, at a minimum, the following:

1) Hardware installed

2) Planned hardware upgrades

3) Installed software/firmware versions

4) Planned software upgrades

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.13.6 SECURITY MANAGEMENT PLAN

Bidders shall provide a plan that details and demonstrates that the Bidder has an understanding of the physical and technical security requirements for both the IWTS 2 systems and the Bidder's own facilities and systems. This plan shall address Safety, Business Continuity (including Disaster Recovery), and Systems Reliability and will specifically address the requirements detailed in the following IFB Sections:

1) Voice Network Security (Section 6.3.1.9)

2) Live Monitoring Terminal Physical Security (Section 6.4.2.17)

3) Investigative Network Security (Section 6.5.2.9)

4) Investigative Workstation Security (Sections 6.5.3.3 and 6.5.2.9)

5) Information Security (Section 6.7.1)

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.13.7 CUSTOMER SERVICE PLAN

Customer Service addresses how the End-User perceives the call setup, quality, billing and support services. The Bidder shall detail the processes that they have in place to support the End-User Customer Service Requirements as described in Section 6.3.6.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.13.8 SERVICE, SUPPORT AND MAINTENANCE PLAN

A Help Desk shall be provided to the CDCR for service, support and maintenance functions. The Bidder shall provide a plan that describes their processes and procedures that will provide exceptional service to the State in support of the IWTS 2 Agreement as detailed in Section 6.8.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.13.9 TRANSITION PLANS

In addition to installing all new hardware and supporting IWTS 2 data systems, the IWTS 2 Contractor will be importing some of the IWTS 1 previous vendor's call records/recordings and exporting all of the accumulated call records/recordings to the IWTS 3 Contractor. Bidders shall provide plans that detail how the Bidder expects to effectively and efficiently handle the transition-in and transition-out requirements as described in Section 6.15.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.13.9.1 Transition-In Plan

As part of the IFB response, Bidders shall submit a Transition-In Plan that shall include, at a minimum, the following:

6.13.9.1.1 CDCR and End-User Impact

Describe in detail how the Contractor will minimize CDCR and End-User impact during transition.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.13.9.1.2 Transition-In Planning and Schedule

Describe in detail the Transition-In schedule that ensures timely transition of all contracted services. Include planning and scheduling consideration for:

1) Quantities and complexities of required equipment;
2) Beta sites installation and acceptance prior to full implementation;
3) Ordering required circuits from LECs;
4) Facility access restrictions;
5) Facilities infrastructure and cabling use;
6) Training on IWTS 2 System;
7) Public Safety considerations;
8) Impact from limited State resources; and,
9) Establishing End-User accounts.

The Transition-In timeframe shall occur over an 18 month period. The Transition-In period will begin upon the award of the IWTS 2 Agreement and will end upon the successful installation and fully operational IWTS 2 system that has been accepted by the CDCR-HQ Administrator at all CDCR facilities.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.13.9.1.3 Local Exchanges Carriers (LECs) Agreements

Detail the Contractor's strategy for establishing agreements with LECs necessary to ensure continuity of statewide end-to-end services. All agreements shall be in effect prior to transition of services.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.13.9.1.4 Working with IWTS Incumbent Contractor

Strategy to create implementation processes and procedures necessary for the transition of the IWTS incumbent contractor services to IWTS 2 system.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.13.9.1.5 Cut-over Process

Cut-over process, includes at a minimum planning, site preparation, inventory verification, disconnect/new order processes and emergency procedures.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.13.9.1.6 Data Transition Planning

Bidders shall describe the transition tasks that are dependent on CDCR and/or Contractor data and resources. Bidders shall detail which data elements are needed, the file formats and time frames required and how the Bidder intends to verify that they have received all of the data. The Contractor shall be prepared to import all voice recordings, associated CDR, and information contained within the Facility Phone list database (i.e., blocked numbers, etc.) from the current IWTS contract. The Bidder shall identify their preferred file format for import. This information shall be fully integrated into the IWTS 2 system.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.13.9.1.7 State/CDCR's Transition Responsibilities

The Bidder shall identify what the Bidder views as the State/CDCR's roles and responsibilities in transition planning and implementation of IWTS 2.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.13.9.2 Transition-Out Plan

During the IWTS 2 Agreement term, the State will engage in a competitive bid process to award replacement services to be in effect at the conclusion of the IWTS 2 Agreement. The replacement services may replicate or be similar to IWTS 2 services or may include new strategies for providing inmate and ward telephone services. The State acknowledges the level of difficulty in anticipating future transition requirements without knowledge of future systems; however, it is critical the Contractor declare and commit to what it considers its responsibility and participation in transition of services, and to the extent possible, demonstrate how it would plan and conduct the transition of its services to a new contract. As part of its IFB response, the Bidder will submit a Transition-Out plan for the following:

6.13.9.2.1 Transition of IWTS 2 Equipment

In order to facilitate a coordinated and timely transition of the IWTS 2 equipment during the Transition-Out process, the Contractor shall agree to relinquish to the CDCR all claims of ownership of the IWTS 2 equipment identified in Section 6.15. The transition of ownership of the equipment shall occur in accordance with the Transition-Out Plan as approved by the CDCR-HQ Administrator.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.13.9.2.2 State, CDCR and End-User Impact

Describe in detail how the Contractor will minimize the State, CDCR and End-User impact during the Transition-Out process.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.13.9.2.3 Transition-Out Planning and Schedule

Describe in detail the Transition Schedule that ensures timely transition of all contracted services. Include in the planning and scheduling consideration for the following:

1) Timely removal of all existing CDCR IWTS 2 equipment without disruption of services (however, see Section 6.13.9.2.1);
2) Facility access restrictions;
3) Public Safety considerations;
4) Impact on State resources; and
5) Closing End-User accounts.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.13.9.2.4 Working with IWTS 3 Contractor

Bidders shall describe in detail the Contractor's commitment to continue to provide Contract services and resources under the terms and conditions of the Agreement during transition and/or identify any restrictions and limitations.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.13.9.2.5 Data Transition-Out Planning

Bidders shall describe the Transition-Out tasks dependent on CDCR and/or Contractor data and resources. Bidders shall detail which data elements will be available, the file formats of the data that will be delivered and time frames the Bidder intends to meet to verify that they have provided all of the data. The Contractor shall export all voice recordings, associated CDR, and information contained within the Facility Phone list database (i.e., blocked numbers, etc.)IWTS 2 Contractor's System to the awarded IWTS 3 Contractor.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.13.10 ACCEPTANCE TESTING PLANS

Each system installed at each of the CDCR facilities will require that the system go through an Acceptance Testing process prior to approval for use by the CDCR-HQ Administrator. Prior to Acceptance Testing, the Contractor will document and certify that the installed system is properly configured and meets each of the requirements of the Contract. Bidders shall provide an Acceptance Testing Plan that details how the Contractor will meet the requirements and the processes for certifying each of the Acceptance criteria described in Section 6.16.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.14 BILLING REQUIREMENTS

Contractor's reimbursement for the services provided by this Agreement shall be limited to the rates described in Section 7, Cost. Contractor shall bill End-Users only for the Conversation Minutes of completed calls at the agreed Agreement rates.

There shall be no charges for any functions associated with the Contractor's Customer Service or billing, including the application of Conversation Minutes in support of any Customer Service or billing function.

Contractor shall not impose any restrictions on the number of authorized telephone numbers that can be called through IWTS 2 to the same billing address.

The Contractor shall provide a URL that allows the State to link to the Contractor's payment webpage.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.14.1 CONVERSATION MINUTES

For the purposes of billing under this Agreement, Conversation Minutes shall include the actual time that the parties are able to converse through the IWTS 2 system. The calculation of Conversation Minutes will begin when the parties can communicate following acceptance of the call by the called party and will end when either party hangs up or the call is otherwise terminated. Duration of the Conversation Minutes will be rounded to nearest second. Billing for Conversation Minutes will be rounded to the nearest $.01.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.14.2 COLLECT CALL BILLING SERVICES

The IWTS 2 Contractor shall provide all services associated with collect call services such as billing, out-clearing, and line information database (LIDB) verification. The IWTS 2 Contractor shall assume all responsibility for billing and collecting payments from called parties that receive IWTS 2 collect calls.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.14.2.1 Collect Call Processing

When an inmate/ward places a call on the IWTS 2 system, the Contractor's system shall be able to make a determination and handle the call as follows:

1) If there is a mechanism in place for the Contractor to bill the called party for a collect call (i.e., agreement with the Local Exchange Carrier, direct billing), then the call will be processed to the called party's number for collect call acceptance;

2) If the called party's number is determined to not qualify for collect call charges or collect calling, then the inmate/ward will hear a recorded message stating "calls to this number cannot be completed at this time." The called party will be notified and given the option to establish billing arrangements to this number.

Contractor's system will then automatically forward the called number to their Customer Service Representative who will be notified of the reason the call is being received. If the called party hangs up, then the Contractor's IVR shall be programmed to call back the called party with a message for them to call the Contractor's Customer Service Number if they wish to receive calls from an inmate or ward from a CDCR Facility.

Bidders shall describe the specific process their system will employ to qualifying collect calls.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.14.2.2 Monthly Collect Call Limits

The Contractor's IWTS 2 system may include maximum collect call charge limits to a telephone number. Once the threshold is reached, the called party will be required to make a payment towards the balance otherwise their telephone number will be blocked. The maximum collect call charge limit (if any) shall be no less than $100 per month. Contractor shall provide a means for customers with a record of regular full payment paid by the statement's due date to increase their monthly limit by $50.00 increments up to a minimum of $300.00 per month or greater by mutual agreement between the Contractor and the State. Contractor shall establish a means of notifying customers anytime they are approaching an established maximum collect call charge limit. There may be call limit exceptions to offices that provide legal services and receive a large volume of calls within a month.

Bidders shall describe the business practice they will employ to establish a monthly maximum limit on collect call charges (if any), the methods they will use to advise customers when they are approaching the monthly maximum limit, and the policy they will employ for customers with good payment records to raise the monthly maximum limit.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.14.3 PREPAID BILLING SERVICES

The Contractor shall provide all services associated with prepaid calling services such as billing, arrangements for the collection of funds and administering account balance information.

6.14.3.1 Prepaid Call Processing

When an inmate/ward places a call on the IWTS 2 system, the Contractor's system shall be able to make a determination and handle the call as follows:

1) If the called party has a prepaid account and there is a balance with enough funds to make a three-minute call, then the call will be processed to the called party's number and the called party will hear the balance of their account before being given the opportunity for call acceptance. The system will include a timeout warning to the called party and inmate/ward when funds are depleted and the call is being terminated.

   When the call is terminated the called party will be connected to a Contractor's Customer Service Representative and given the option to make a payment towards the prepaid account.

2) If the called party's number is determined to not qualify for prepaid call charges, then the inmate/ward will hear a recorded message stating "calls to this number cannot be completed at this time." The called party will be notified and given the option to establish a mechanism to allow calls to be billed to this number.

   Contractor's system will then automatically forward the called number to their Customer Service Representative who will be notified of the reason the call is being received. If the called party hangs up, then the Contractor's IVR shall be set to call back the called party with a message for them to call the Contractor's Customer Service Number if they wish to receive calls from an inmate or ward from a CDCR Facility.

Bidders shall describe the specific process their system will employ to qualifying prepaid calls.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.14.3.2 Prepaid Account Payment Methods

Payment methods for prepaid accounts may include checks, credit cards, bank debit cards, money orders, certified check, Western Union or through some other third party means.

At a minimum, Contractor shall accept the following types of payment for prepaid calling:

a) Western Union [3rd party payment];

b) Certified check;

c) Via the Internet;

d) Credit card;

e) Bank debit card; and,

f) Money order.

Bidders shall describe their process for establishing and administering prepaid accounts, including all methods by which a prepaid account may be paid.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.14.3.3 Unused Prepaid Account Balances

Prepaid accounts that have no IWTS 2 call activity for 90 days may indicate that there is no longer a need for the account. Contractor shall notify the account holder of any such circumstance in writing within two weeks following the 90-day period of no IWTS 2 activity. The written notification will include detailed instructions that describe the Contractor's processes for closing the account and the End-User receiving the unused balance of funds that are in the account.

The Contractor shall only close a prepaid account at the customer's direction and not automatically close any prepaid account due to lack of use for any period of time.

Bidders shall describe the process they will employ to identify unused prepaid accounts, the notification process in the event of 90 days of inactivity, and the Bidder's policy regarding timely return of unused funds.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.14.4 PROCESSING OF CALLS TO CELL PHONES

The Contractor will process inmate/ward calls to cell phones that have an established direct bill account with the Contractor in accordance with the following terms: the end user will provide the Contractor: (1) proof of a subscription cell phone service that includes their name on the monthly bill and reflects their primary billing address; (2) their mailing address, if different from the billing address; and(3) name of their wireless service provider. All calls to cell phones will require the end-user to set up a direct bill account with the Contractor and shall have the option of being collect or prepaid. =

The Contractor will not establish accounts where no documentation is provided or where the documentation provided (1) does not include the end user's name and primary billing address on the monthly bill, (2) their mailing address (if different from the billing address); and (3) identifies a service, service provider, or cell phone associated with a pay-as-you go or disposable cell phone.Bidders shall describe the process they will employ to differentiate between cell phones that are qualified to receive calls and those that are not. Describe how often the databases that are used for cell phone providers are updated.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.14.5 BACKBILLING OF CHARGES

Bills for calls that have not been presented to the appropriate collection service, Credit Card Company or direct billed party within 90 days shall be considered non-chargeable and no longer collectable by the Contractor. The Contractor shall have the burden of proof regarding collection or payment disputes.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.14.6 CUSTOMER STATEMENTS

Contractor shall provide the called party with monthly statements. The Contractor will provide billing details for all calls including collect calls and prepaid calls.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.14.6.1 Monthly Billing Statement Content

The Customer Statements for collect and prepaid calls shall include, at a minimum:

1) The statement billing period;

2) The Customer Number or other reference number (if applicable);

3) Contractor's toll free Customer Service telephone number regarding billing;

4) A detail of each call, including:
   a) Date and time of call (PST);
   b) Originating CDCR facility;
   c) Telephone number called;
   d) Conversation Minutes (to the nearest second);
   e) Rate-per-Conversation Minute;
   f) Applicable federal universal fees and other related taxes; and,
   g) Total call cost;

5) Call billing format (collect call or prepaid call):
   a) The beginning account balance and ending account balance;
   b) An explanation of how call charges are rounded to the nearest one second and billed to the nearest $0.01);
   c) A description of the applied federal universal fees and other related taxes and surcharges;
   d) A description of the rates for Intrastate and Interstate Calls as well as information on where to find the rates for International Calls; and,
   e) An explanation of where to find information on how to request a refund of any unused prepaid account balance.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.14.6.2 Delivery of Monthly Billing Statements

A hard copy of the Monthly Billing Statements shall be mailed to each IWTS 2 called party no more than 10 business days following the billing month at no additional charge to either the State or to the customer. The Contractor shall inform the customer when setting up a prepaid account that Monthly Customer Statements are available at no extra charge and that statements of usage for any of the last four months can be requested at any time at no charge. Monthly Customer Statements shall be for one calendar month starting with the first of each month.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.14.6.3 On-Line Customer Statements

Contractor shall provide customers the ability to view Monthly Billing Statements on-line through the Contractor's Public Web Portal. Customers shall be provided the opportunity to view their current Monthly Billing Statement and the six most current Monthly Billing Statements through the Public Web Portal at no charge to the customer.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.14.6.4 On-Line Payment

Contractor shall provide customers the ability to make on-line payments for IWTS 2 charges detailed on the Monthly Billing Statements.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.14.7 DELINQUENT ACCOUNTS

Contractor shall provide customers with a timely notification if a payment is not received. Contractor shall establish a deadline for payment, after which the account may be blocked until payment is received. While it is not the State's intention to dictate business practices to the Contractor, policies handling delinquent accounts must be reasonable for the customers.

Bidders shall describe the practices they will use throughout the term of the Agreement in dealing with delinquent accounts, including a description of what constitutes delinquency, how notification of delinquent accounts will be made to customers, and the Bidder's policy for reinstating customers' accounts once payments are current.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.15 TRANSITION REQUIREMENTS

6.15.1 CONTRACTOR COOPERATION

The Contractor shall cooperate fully with the State in planning, coordinating and implementing both required transition phases. For both the transition-in (IWTS 2) and transition-out (IWTS 3) phases, the Bidder will provide a plan that will assure the State that all services will be transitioned in a timely and efficient manner (see Section 6.13.9).

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.15.2 TRANSFER OF EQUIPMENT OWNERSHIP

The Contractor shall transfer ownership of all telephones, enclosures, cut-off switches and associated cabling to the State as part of the Transition-Out to the IWTS 3. Contractor shall continue to maintain all equipment until the Transition-Out process has been completed and accepted by the CDCR-HQ Administrator. Major milestones dates shall be identified by CDCR-HQ Administrator in the approved Transition-Out Plan.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.15.3 TRANSITION PLANNING

The purpose of the transition planning is to assure that the State, CDCR and the End-Users experience a near uninterrupted transition in and out of the contracted services.

The Contractor is expected, as part of the required Transition-In planning, coordinate with the incumbent provider(s) on all actions required to facilitate timely and orderly transition of services. The Contractor shall participate in two transition phases: the Transition-In phase is the transition from the incumbent contractor services to the new IWTS 2 Agreement services and the Transition-Out phase occurs at the end of the Agreement Term or cancellation of the Agreement, whichever occurs first.

For both Transition-In and Transition-Out, the entire transition process must be transparent and take place at no additional cost.

The CDCR recognizes the complexities and risks involved in a transition project of this size and magnitude. The CDCR reserves the right to modify the Transition In/Out Plans where deemed in the best interest or benefit of the State.

Coordination and development of an installation plan will be organized between the Contractor, CDCR-HQ's Administrator, the incumbent IWTS contractor and the facility's staff.

To ensure that the CDCR business objectives are met, the CDCR-HQ Administrator shall have final approval authority for both Transition-In and Transition-Out Plans.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.16 ACCEPTANCE TESTING

6.16.1 GENERAL

Bidders shall explain their overall strategy for unit testing, systems and integration testing and overall acceptance testing, as well as an outline of the proposed Acceptance Test Plan (ATP), in their response to Section 6.13.10.

The CDCR shall conduct acceptance testing of the Contractor's services prior to the Contractor's planned in-service/cutover date of each CDCR facility. The Contractor shall notify the CDCR-HQ Administrator when the Contractor is ready for acceptance testing of its IWTS 2 services. In order to facilitate scheduling, such notification of readiness shall be received by the CDCR-HQ Administrator at least two weeks prior to the scheduled in-service/cutover date.

The Contractor shall provide a classification and tracking method for system or application errors during acceptance testing that describes the severity of a deficiency, and determination based upon severity of whether that error must be corrected prior to acceptance.

The CDCR shall have the right to require acceptance testing for any and all IFB requirements germane to the awarded contract. One week prior to the testing, the CDCR shall provide the criteria for acceptance based in part on the Contractor's submitted test plan detailed in Section 6.13.10. The Contractor shall perform the acceptance tests and the CDCR shall observe. The CDCR shall have the right to be

involved in the testing by placing live test calls, observing training, observing testing procedures and outcomes, inspecting systems, reviewing systems and procedures documentation, observing and/or measuring performance.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.16.2 PREPARATION

The Contractor's notification of readiness for acceptance testing shall include a site specific acceptance test plan. The plan must include a discussion of what components will be tested and how each will be tested. At a minimum the acceptance test plan must include all those areas assigned scored evaluation points by the State evaluation team (see Section 9.5.3.1 Technical Evaluation Criteria). The acceptance test plan must be approved by the CDCR-HQ Administrator. If the plan is not approved, the CDCR reserves the right to develop its own plan, listing all IFB requirements that the Bidder shall demonstrate. In any case, the CDCR retains the right, even during the performance of the acceptance testing, to require that any awarded IFB requirement be tested. Acceptance testing will occur at each CDCR site. The Contractor must provide and make all necessary arrangements for the acceptance testing facilities at no additional cost.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

6.16.3 ACCEPTANCE TESTING EVALUATION

Formal Acceptance by CDCR of the system will be contingent upon successful completion of the Acceptance Test Plan, which includes reliability, performance and functional testing metrics and standards.

Should the Contractor fail acceptance testing of any Mandatory Agreement or IFB requirement the Contractor may, at the sole option of the State, have their ability to provide services restricted, delayed, halted or discontinued in whole or in part until the Contractor has demonstrated that the deficiency has been corrected.

When acceptance testing results in deficiencies or failures regarding any specific requirement, the State shall promptly inform the Contractor of the significance of the failure in terms of the State's determination of its effect upon the Contractor's ability to provide IWTS 2 services.

The State reserves the right to determine whether or not a requirement has been successfully passed during acceptance testing and its affect upon the Contractor's capacity to perform the contracted services.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

EXHIBIT 6-A
SPECIAL CORRECTIONAL ENVIRONMENT

By their nature, correctional facilities require a high level of security twenty-four hours a day, seven days a week. Because of this need to maintain security, all potential Contractors must be aware of the regulations regarding institution visits. Persons who are unfamiliar with the institution environment can unwittingly become involved in security violations and legal difficulties.

It is important that all Contractors and their Subcontractors will be required to comply with stringent standards and regulations at each correctional facility to ensure the safety and security of all persons and property. Prior to coming onto and upon departing from a facility, all Contractors/Subcontractors must check in/out with the designated CDCR on-site contact.

Access and project schedules are subject to change without notice that may be a result of lockdowns or other access limitations at one or more correctional facilities.

Vehicles used by the Contractor's crews or Subcontractors shall be visibly marked with the name of the company if they are driven on the work site. Ignition keys shall be removed whenever a driver is not sitting in his/her vehicle. Unattended vehicles shall be locked. Vehicles, equipment, materials, and persons shall be subject to inspection and/or search by the CDCR staff before entering or leaving the work site. A written inventory of contents within the vehicle or with the technician will be required when entering and leaving a facility. All equipment on the outside of the vehicle (i.e., ladders, handcarts, or other equipment) shall be locked to the vehicle and may be required to be removed by CDCR staff if it has been determined a safety or security concern.

Custodial control shall be maintained over sharp cutting instruments, tools, ropes, ladders, volatiles, quick evaporating liquids, and alcohol-based thinners. Immediately on discovery of any loss of tools, materials, or equipment stored or in use on the work site, the Contractor shall report to the CDCR-HQ Administrator, the Warden/Superintendent or their designee(s).

1.1 ADMITTANCE REQUIREMENTS

The CDCR requires that a background security check be performed for all persons prior to visiting or working at a California institution. (See Section 1, Exhibit 1-E Request for Gate Clearance and Exhibit 1-F Digest Of Laws Relating to Association with Inmates.) The security check will be performed annually. Contractor's employees who do not pass the required annual background screening criteria cannot be assigned to any work area with access to State data or systems that will require access onto CDCR facilities.

Individuals that have been previously cleared may have to go through additional background security checks. For this reason, any Bidder, Contractor, or Subcontractor personnel seeking admission must provide, two (2) weeks in advance, the following information when scheduling a visit or when any contract is executed which will require on-site work:

1) Full name;

2) Contractor's Affiliation and Job Title;

3) Driver's License Number, State where issued, and Expiration Date;

4) Social Security Number;

5) Date of Birth;

6) Ex-Convict Status (State and Federal Level); and

7) Any Outstanding Arrest Warrants;

The Contractor must have Subcontractors cleared prior to gaining access and performing any work in a correctional facility.

2.1 SECURITY RULES FOR CORRECTIONAL FACILITIES

While specific procedures may vary from one site to another, the following security rules apply to all individuals at any California State institution:

The Warden/Superintendent at each correctional facility has complete operational authority and responsibility. For this reason, the Warden/Superintendent may find it necessary for security reasons to supersede any of these rules. If any person(s) engaged in work does not follow the rules as stated here or is, in the judgment of the Contract Manager, insubordinate or disorderly, the Contractor shall immediately remove such person(s) from the work site for the duration of the work on that site and may be barred from any further work on this Contract.

Hostages will not be recognized for bargaining purposes.

Approved Visitors/Contractors shall wear appropriate clothing that includes a shirt, long pants, and safe shoes on the work site. A hard hat is required at all times on a construction site.

Prohibited attire:

1) Visitors/Contractors shall not wear clothing that resembles state issued inmate/ward clothing (blue chambray or blue denim). This restriction applies to any combination of colors or materials.

2) Visitors shall not wear forest green color or camouflage patterned articles of clothing (military-type clothing or military fatigues).

3) Visitors shall not wear transparent clothing.

4) Visitors shall not wear strapless, halter, spaghetti straps or bare midriff clothing.

5) Visitors shall not wear tank tops/sling shot shirts.

6) Visitors shall not wear attire displaying obscene or offensive language or drawings.

7) Individuals are not permitted to bring laptop computers, cellular telephones, pagers, two-way radios, or cameras on-site without the Warden's/Superintendent's prior written approval.

8) In emergency situations (i.e., inmate/ward disturbances), individuals may be asked to temporarily leave a building, site or, in some cases, the institution. In addition, depending on the emergency, individuals may be detained for their own safety. Prompt cooperation is required.

Individuals must not interact with inmates/wards.

The Prime Contractor is responsible for communicating security requirements to IWTS 2 Subcontractors.

The Contractor and Subcontractor personnel may be required to have annual Tuberculosis tests for all staff assigned to an Agreement resulting from this IFB. The costs for testing and treatment of Tuberculosis shall be borne by the Contractor and/or Subcontractor.

The Contractor may be required to attend a brief orientation or in-service training given by the institution before initially starting a project.

The Contractor and Subcontractor personnel may be required to submit to fingerprinting.

The CDCR staff will control access to the work site. Contractor and Subcontractor personnel assigned to the site will be required to enter and leave the work site through the security station for a security check and identification. Loss of time checking in and out shall be borne by the Contractor. An additional ID badge may be required by the institution for walking unescorted on the institution's grounds.

Contractor and Subcontractor personnel must not interact with inmates/wards. They must not take to or from any inmate/ward any verbal or written message, literature or reading matter, or any item, article, or substance. Giving anything resembling a gift, tip, or reward (including cigarettes or chewing gum) to an inmate/ward is a misdemeanor. It is also a misdemeanor to accept the same from an inmate/ward.

No intoxicants, controlled substances, firearms, explosives, ammunition, knives, toy weapons, or any other item that might threaten institutional security may be brought onto institution property.

The quantity and type of tools, equipment, and materials taken into occupied areas will be restricted and accounted for each time the Contractor or Subcontractor personnel and escorts depart from controlled areas. The Contractor must provide an inventory listing of equipment (vehicles and tools) necessary for work prior to beginning work on-site.

The use of powered tools shall be by special arrangement with the Warden/Superintendent, or their designee(s) through the CDCR-HQ Administrator. At no time shall explosive powered tools be allowed on-site.

Equipment shall be rendered temporarily inoperative when not in use, by locking or other means.

At the end of the workday, tools shall be stored and locked in a secure place provided by the Contractor and approved by the Warden/Superintendent or their designee(s).

Prior written approval by the CDCR-HQ Administrator, the Warden/Superintendent or their designee(s) is required for delivery of materials or equipment to the work site during other than normal working hours.

At no time shall the Contractor possess keys to the institution telephone room.

3.1 RULES FOR CONTRACTOR-INITIATED SITE VISIT(S)

Contractor visits to installation sites or to appropriate persons with the State may be made after Agreement award for the purpose of Contractor familiarization with the environment and applications. Examples of conditions appropriate for examination are provided below.

1) Visits by the Contractor will only be made by appointment with a designated representative of the CDCR after Agreement award. The appropriate contact information will be made available at that time. At the time the appointment is requested, the Contractor shall provide the admittance information required at least two (2) weeks in advance for the CDCR to run a background security check.

2) Visits by the Contractor may be permitted to the extent that they do not unduly interfere with conducting State business.

3) All plans for site visits are subject to change by the CDCR based on the immediate circumstances at the institution to be visited.

4.1 RULES FOR INSPECTION OF MAPS, DRAWINGS, AND FLOOR PLANS

The CDCR will make available all maps, drawings, and floor plans for each site which are pertinent to the IWTS 2 installation. It must be understood, however, that such plans do not always accurately reflect the actual condition or current configuration of the various newly constructed or existing facilities. For this reason, the CDCR does not warrant the accuracy of any maps, floor plans, or drawings. It is the Contractor's responsibility to physically inspect all aspects of the CDCR Facility that could impact their ability to properly install the proposed system. The State will not be held responsible for situations that arise as a result of the Contractor's incomplete understanding of the CDCR facilities.

All maps, drawings, floor plans, and other printed material provided by the CDCR are confidential and are not to be taken from the possession of the CDCR. The Contractor shall protect this data from disclosure to unauthorized persons.

All such information that is provided by the CDCR regarding this Agreement, subsequent Agreement, and specific site installations is confidential.

5.1 POTENTIAL PRESENCE OF LEAD PAINT AND/OR ASBESTOS

The State or public agency shall be responsible for the remediation of any asbestos and/or lead-based paint that may be discovered. If the Contractor or Subcontractor finds any presence of asbestos and/or lead paint, they are to notify the CDCR-HQ Administrator and the CDCR facility designated staff immediately.

(Intentionally Blank)

EXHIBIT 6-B
CUSTOMER REFERENCE FORMS

BIDDER'S NAME: _____

This customer reference must have, or have had, an agreement with your firm for a minimum of 12 consecutive months within the last three (3) years. Your firm must be providing, or have provided, inmate payphone telephone services comparable to those required in this IFB.

Contact Name and Title: _____

_____

Company Name: _____

Phone Number: (_____)_____

Contact Email: _____

Dates of Service: From _____through _____

Total Agreement Amount $ _____

Note to the Bidder: Do not complete any sections of this form below this point. Send to the Customer Reference to complete the remainder of this form. The Customer Reference will return the completed form directly to the Office of the State Chief Information Officer (OCIO).

Note to Customer Reference: The Bidder named above is giving you this Customer Reference form to verify your overall satisfaction of their performance. This information will be used to evaluate the Bidder mentioned above. Please complete the questions on this form to the best of your ability. Please submit the completed Customer Reference form by e-mail in a secured .pdf format to Scott Murray at scott.murray@dgs.ca.gov. **Submission deadline: February 4, 2010**.

A representative from the OCIO may contact you to verify the response on this form and to ask additional questions. Thank you for your assistance.

Please describe the service provided by the Bidder named above.

_____

_____

_____

_____

_____

EHIBIT 6-B
CUSTOMER REFERENCE FORMS (CONTINUED)

SOLICITATION NUMBER: OCIO 08-114490

Please use the following ratings to answer the questions. If you are unable to rate an item because it was not a requirement, never an issue, or you have no knowledge of the item in question then you should mark "N/A".

RATING	EVALUATION CRITERIA
3 —	The bidder's performance was consistently superior. The contractual performance was accomplished with few minor problems for which corrective action taken by the contractor were highly effective.
2 —	The bidder's performance was good or better than average and that they would willingly do business with the bidder again. The contractual performance was accomplished with some minor problems for which corrective actions taken by the contractor were effective.
1 —	No record exists.
0 —	The bidder's performance was entirely unsatisfactory and that they would not do business with the Bidder again under any circumstances. The contractual performance of the element being assessed contains problems for which the contractor corrective actions appear to be or were ineffective.

SERVICE					
1. How would you rate their effectiveness in installing their new services, and/or transitioning to their service(s) from previous service providers?	3	2	1	0	N/A
2. How would you rate their service delivery and performance?	3	2	1	0	N/A
3. How would you rate their responsiveness and effectiveness of their maintenance and ongoing support?	3	2	1	0	N/A
TIMELINESS					
4. The contractor's ability to ensure, to the extent of its responsibility, that all tasks were completed within the requested time frame.	3	2	1	0	N/A
CUSTOMER SATISFACTION					
5. The contractor was responsive to the Customer's needs.	3	2	1	0	N/A
6. Contractor personnel were qualified to meet the requirements.	3	2	1	0	N/A
7. The contractor and their personnel communicated changes effectively.	3	2	1	0	N/A
TECHNICAL SUCCESS					
8. The contractor had a clear understanding of the work detailed in the IFB.	3	2	1	0	N/A
9. The contractor's ability to complete tasks correctly the first time.	3	2	1	0	N/A
10. The contractor's ability to resolve problems.	3	2	1	0	N/A
QUALITY					
11. The contractor's quality and reliability of services delivered.	3	2	1	0	N/A
12. Quality, reliability, and maintainability of hardware delivered.	3	2	1	0	N/A
COOPERATION					
13. The contractor's willingness to cooperate to resolve problems.	3	2	1	0	N/A

EHIBIT 6-B
CUSTOMER REFERENCE FORMS (CONTINUED)

Please provide any additional clarification or comments as appropriate.

Thank you for taking the time to complete the above information.

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SECTION 7

COST

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SECTION 7

COST

7.1 INTRODUCTION AND INSTRUCTIONS

A primary objective of the State is to achieve equal to, or better, efficiencies and cost than the current IWTS offering. The State seeks a responsible Bidder who is will submit a responsive bid at the lowest cost.

In response to this IFB, rates shall be on a per Conversation Minute basis. A Conversation Minute shall include the time the inmate/ward is connected to the called party (after the called party has indicated positive acceptance of the call) and until either party disconnects from the call. A Conversation Minute does not include time during call setup (accepting calling party information, validating account or billing information, call ringing, or waiting for called party acceptance). Conversation Minutes shall be the same as minutes recorded for call billing purposes.

The current IWTS Contract rates and the current IWTS Contract Call Volumes are shown in Section 3, Current Services. The State seeks a rate in which the total cost for a 15 minute call for Intrastate and Interstate Calls are equal to or less than the rates established for Fiscal Year 2010-2011 as reflected in Exhibit 3-G. The per-Conversation Minute Rate proposed for Youth facilities must be at least 70% less than the rate proposed for Adult facilities.

Exhibit 7-A, Cost Worksheet Instructions, provides direction for completing Exhibit 7-B, Domestic Cost Worksheet and Exhibit 7-C, International Cost Worksheet.

7.2 PRICING METHODOLOGY

The State has developed a pricing methodology for IWTS services that:

1) is consistent with the non-static nature of the State's IWTS 2 services requirements;

2) accounts for the transformation of the State's IWTS 2 environment;

3) includes the State's right to change its requirements;

4) ensures that the State will receive services that are at all times competitive in terms of quality and price; and

5) does not involve "time-and-materials" or "cost plus" pricing with respect to services.

7.3 PRICING COMPONENTS

For purposes of completing Exhibits 7-B, 7-C and 7-D, the Bidder shall provide:

1) Rates for collect and prepaid Intrastate and Interstate Calls for adult and youth facilities in Exhibit 7-B and rates for International Calls in Exhibit 7-C;

    a. Fully loaded Conversation Minute rates, inclusive of all expenses associated with providing IWTS 2 services and costs associated with transferring ownership of the telephone equipment (telephones, cut-off switches and enclosures) to the State at the end of the Agreement;

    b. Conversation Minute rates that are uniform for all adult facilities;

    c. Conversation Minute rates for all youth facilities that are *at least* 70% less than the rates proposed for adult facilities;

    d. Conversation Minute rates must be in constant dollars without cost of living or inflationary adjustments;

    e. Conversation Minute rates must include moves, adds, and changes as a component of the rates.

2) Completed Exhibit 7-D Cost Evaluation Matrix using the rates provided in Exhibits 7-B and 7-C. The Cost Evaluation Matrix will be used to determine the comparative costs of the Bidders' response as described in Section 9, Evaluation.

7.3.1 IWTS 2 COST

All "per Conversation Minute" rates, as provided by a Bidder with the submission of completed Exhibit 7-B (Domestic Cost Worksheet) and Exhibit 7-C (International Cost Worksheet) will be firm fixed for the duration of the Agreement.

Run Rates are defined as Call Volume plus any additional minutes resulting from failure to meet Service Level Agreements (see Section 6.12).

Other than the Conversation Minute charges and prepaid account setup fees there shall be no additional charges of any type including, but not limited to administrative fees, call-setup fees, detail billing fees, hardcopy billing fees or any other fees. The Conversation Minute rates shall be inclusive of all equipment, installation, services, support, training or maintenance costs in support of IWTS 2.

The Conversation Minute rates in Exhibit 7-B (Domestic Cost Worksheet) and Exhibit 7-C (International Cost Worksheet), shall be provided to the nearest tenth of a cent ($x.xxx) and shall reflect a one (1) minute call. However, actual billing time for each completed call will be rounded to the nearest one second and will reflect the total call cost calculated to the nearest one-cent ($.01). Rounding of call time to any other increment is not acceptable.

All rates submitted in Exhibit 7-B (Domestic Cost Worksheet) and Exhibit 7-C (International Cost Worksheet) shall be binding on the Bidders and are not negotiable. Any Cost Worksheets that are incomplete or contains significant inconsistencies or inaccuracies may be rejected. No deviations, qualifications, or counter offers will be accepted. The State reserves the right to reject any and all Bids.

Pricing submitted on Exhibit 7-B (Domestic Cost Worksheet) and Exhibit 7-C (International Cost Worksheet) will be used for Cost Evaluation purposes as described in Section 9.5.4.1.

Note that actual Bid rates shall not be submitted to the DGS prior to submission of the Final Bid. In all submissions or correspondence prior to the Final Bid, Bidders shall insert "XXX"s into Exhibit 7-B (Domestic Cost Worksheet), Exhibit 7-C (International Cost Worksheet) and Exhibit 7-D (Cost Evaluation Matrix). In the Final Bid, Exhibits 7-B, 7-C and 7-D shall be provided in a separate sealed envelope and identified as "Bidder's Cost".

7.3.2 HIGH VOLUME RUN RATE COST ADJUSTMENTS

For the purpose of this Agreement, the Baseline Run Rate is 100,311,841 minutes per year which is based on the 2008 Run Rate. Bidder will reduce the Conversation Minute rates by ten percent (10%) for each five percent (5%) increase in the annual IWTS 2 Run Rate over the Baseline Run Rate minutes annually. The Run Rate will be calculated each year following the first full year beginning April 1st to March 31st. If applicable, the reduced rates will be effective at the start of the State's fiscal year (July 1st).

The IWTS 2 minutes of use each month will be calculated by totaling the Conversation Minutes as defined in 7.1 and adding any Run Rate minutes that were the result of a substandard Service Level Agreement (SLA) as described in Section 6.12.

The adjustments for the annual Run Rate increases will be applied as follows:

Baseline Run Rate	100,311,841 minutes
5% increase	105,327,433 minutes
10% increase	110,343,025 minutes
15% increase	115,358,617 minutes
20% increase	120,374,209 minutes

7.3.3 CONTRACT ADMINISTRATION FEE

During the course of the Agreement, Contractor shall pay the OCIO a Contract Administration Fee of $800,000 annually, payable in monthly increments of $66.666.66 on the last day of each month.

7.3.4 NONREIMBURSEMENT OF ADDITIONAL COSTS

The State will not pay the Contractor any lump sum or other start-up expenses for services, nor for any expenses incurred in the preparation of a Bid, even though the Contractor shall be obligated to begin some aspects of performance immediately after Agreement award and before in-service/cutover, including but not necessarily limited to implementation, coordination and reporting necessary to ensure that full IWTS 2 system shall be ready by the required in-service cutover date. The State will also not pay the Contractor any lump sum or other expenses for close-down or termination costs at the time the provider ceases to provide service under the Agreement.

EXHIBIT 7- A
COST WORKSHEET INSTRUCTIONS

Bidders are instructed to provide a specific per Conversation Minute rate for all IWTS 2 requirements as described in Section 7.2. Per Conversation Minute rates shall be provided to the nearest one-tenth of a cent ($x.xxx).

Exhibit 7-B, Domestic Call Worksheet:

1. Adult Facility Service Rates

   Bidders shall enter the rate for each Collect Call Conversation Minute and Prepaid Conversation Minute with a combined average for both Intrastate and Interstate rates to provide IWTS 2 services for Adult Facilities.

2. Youth Facility Service Rates

   Bidders shall enter the rate for each Collect Call Conversation Minute and Prepaid call Conversation Minute with a combined average for both Intrastate and Interstate rates to provide IWTS 2 services for Youth facilities.

3. Account Setup Fee for Prepaid Accounts

   Bidders shall enter the one-time (non-refundable) cost to establish a prepaid Account. There shall be no additional processing fees to accept payments from credit cards, debit cards, money orders or cashier's checks or any other accepted form of payment. There shall be no additional costs associated with prepaid accounts including but not limited to;

   a) Adding funds to an existing account.

   b) Modify the account parameters (such as, but not limited to, allowed or denied numbers).

   c) Providing detailed monthly statements of the account usage and balance,

   d) Providing a refund of unused prepaid account funds.

International Call Worksheet (Exhibit 7-C):

Bidders shall provide rates for the countries specifically named in Exhibit 7-C (including a combined average of all mandatory country rates) and shall provide rates for all other countries that the Bidder will provide IWTS 2 service.

Cost Evaluation Matrix (Exhibit 7-D):

Bidders shall complete the Cost Evaluation Matrix (Exhibit 7-D) using the same rates provided in the Domestic Call Worksheet (Exhibit 7-B) and International Call Worksheet (Exhibit 7-C). The Cost Evaluation Matrix will be used for evaluation purposes only in the evaluation phase of the IFB as described in Section 9, Evaluation. Quantities in Exhibit 7-D are estimates and are no guarantee of actual call volumes.

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EXHIBIT 7- B
DOMESTIC COST WORKSHEET

Adult Rate per Conversation Minute	
Collect Intrastate (local, intraLATA and interLATA)	$
Prepaid Intrastate	$
Combined Average of Adult Collect and Prepaid Intrastate Rates	$
Collect Interstate	$
Prepaid Interstate	$
Combined Average of Adult Collect and Prepaid Interstate Rates	$
Youth Rate per Conversation Minute	
Collect Intrastate (local, intraLATA and interLATA)	$
Prepaid Intrastate	$
Combined Average of Youth Collect and Prepaid Intrastate Rates	$
Collect Interstate	$
Prepaid Interstate	$
Combined Average of Youth Collect and Prepaid Interstate Rates	
Prepaid Account Setup One-time Cost	
Establish a New Prepaid Account	$

Name of Bidding Company

Printed Name and Title of Authorized Official

Signature *Date*

(Intentionally Blank)

EXHIBIT 7- C
INTERNATIONAL COST WORKSHEET

International Calls	Rate per Conversation Minute
Canada	$
United Kingdom	$
Australia	$
Italy	$
Germany	$
Switzerland	$
France	$
Mexico	$
Philippines	$
Ireland	$
Guatemala	$
Columbia	$
New Zealand	$
Spain	$
Philippines	$
Slovenia	$
Combined Average of all Mandatory International Country Rates	$

Signature of Company Official Authorized to Submit Rates:

Name of Bidding Company

Printed Name and Title of Authorized Official

Signature *Date*

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EXHIBIT 7- D
COST EVALUATION MATRIX

Quantities in the “Annual Minutes” column below are estimates for evaluation purposes and are no guarantee of actual call volumes.

Call Type (Adult and Youth)	Bidder’s Cost Per Conversation Minute (Exhibit 7-A)	times	Annual Minutes	equals	Evaluated Annual Cost of Conversation Minutes
Intrastate Adult (Combined average of Adult Collect and Prepaid Intrastate Rates)	$	X	93,000,000	=	
Intrastate Youth (Combined average of Youth Collect and Prepaid Intrastate Rates)	$	X	3,300,000	=	
Interstate Adult (Combined average of Adult Collect and Prepaid Interstate Rates)	$	X	4,000,000	=	
Interstate Youth (Combined average of Youth Collect and Prepaid Interstate Rates)	$	X	23,000	=	
International (Combined average of all Mandatory International Country Rates)	$	X	106,000	=	
Total Evaluated Cost of Conversation Minutes:					
Prepaid Account Setup Fees	$	X	150,000	=	
Total Cost of Conversation Minutes and Prepaid Accounts:					

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SECTION 8

BID FORMAT

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SECTION 8

BID FORMAT

8.1 INTRODUCTION

These instructions prescribe the Mandatory BID format and the approach for the development and presentation of BID data. Format instructions must be adhered to, all requirements and questions in the IFB must be responded to, and all requested data must be supplied. It is important that all Bids be submitted in appropriate sealed envelopes and clearly marked or they may be rejected.

8.2 DRAFT BID FORMAT AND CONTENT

The Draft Bid should contain all the material specified for the Final Bid **except cost figures**. The completed Agreement, including attachments **should also be included with products and services identified, but no cost figures included.** The contract need **not** be signed at this point. It is **important that all sheets,** with **all entries except cost figures,** be included**.**

8.2.1 VOLUME I: RESPONSE TO REQUIREMENTS

1) Section 1: General (Cover Letter and Executive Summary)

2) Section 2: Administrative Response

3) Section 3: Technical Response

4) Section 4:Conversion/Transition Plan

5) Section 5: Demonstration Plan

8.2.2 VOLUME II: COMPLETED AGREEMENT

8.2.3 VOLUME III: COST DATA

8.2.4 VOLUME IV: LITERATURE

8.3 FINAL BID FORMAT AND CONTENT

The complete Bid must be submitted in the number of copies indicated in Section 8.4, Format Detail, and include the following items:

8.3.1 VOLUME I: RESPONSE TO REQUIREMENTS

This volume must contain all responses to the Administrative Requirements (Section 5) and Technical Requirements (Section 6) of the IFB. All forms, exhibits and

questionnaires, EXCEPT cost data, must be completed and included in this volume. The substance of each portion is described in Section 8.4, Format Detail. The organization is to be as follows:

1) Section 1: General (Cover Letter and Executive Summary)

2) Section 2: Administrative Response

3) Section 3: Technical Response

4) Section 4: Conversion/Transition Plan

5) Section 5: Demonstration Plan

8.3.2 VOLUME II - COMPLETED AGREEMENT

This volume must contain a signed and dated Agreement (STD 213), including terms and conditions and attachments. Original signature (in blue ink) is required. There should be an original signature on each copy of the Agreement. The organization is to be as follows:

1) Standard Agreement (STD. 213)

2) Attachment 1, Statement of Work

3) Attachment 2, General Provisions – Information Technology (GSPD-401IT,04/12/07)

http://www.documents.dgs.ca.gov/pd/modellang/GPIT0407.pdf

4) Attachment 3, State Model Information Technology Purchase Special Provisions (02/08/07)

http://www.documents.dgs.ca.gov/pd/modellang/Purchsespecial020807.pdf

5) Attachment 4, State Model Information Technology Maintenance Special Provisions (01/21/03)

http://www.documents.dgs.ca.gov/pd/modellang/maintenancespecial12103.pdf

6) Attachment 5, State Model Information Technology Software Special Provisions (01/21/03)

http://www.documents.dgs.ca.gov/pd/modellang/softwarespecial012103.pdf

7) Attachment 6, State Model Information Technology Personal Services Special Provisions (02/08/07)

http://www.documents.dgs.ca.gov/pd/modellang/PersonalServiceSpecial020807.pdf

8) Attachment 7, Cost Worksheets

9) Attachment 8, OCIO Special Terms and Conditions

8.3.3 VOLUME III - COST DATA

This volume must be in a separate sealed, marked envelope or container containing all completed cost sheets and any other document with cost data identified as required in Exhibit 7-B, Domestic Cost Worksheet and Exhibit 7-C, International Cost Worksheet.

8.3.4 VOLUME IV - LITERATURE

This volume must contain all technical and other reference literature necessary to support the responses to the requirements of this IFB.

8.4 FORMAT DETAIL

The Bidder's response to the IFB for Volume I must be in the order and format indicated below.

1) Each Bid submission package must be identified as the Draft Bid, Final Bid, or Cost Data (cost data must be sealed and submitted separately from the Final Bid).

2) The Bidder must not include cost figures in any Volume I, Volume II, or Volume IV of their Bid. Inclusion of cost figures in these Volumes may be considered a material deviation and result in rejection of the Bid.

3) All Bid submissions must be clearly labeled “IWTS 2 IFB OCIO 09-114490”.

4) Hardcopy Bids must be in standard 8.5” x 11” paper, except for charts, diagrams, and similar materials, which may be foldouts. Bidders are asked to avoid (if at all possible) using glossy paper for the IFB response documents. If foldouts are used, the folded size must fit within the 8.5” x 11” format.

5) Softcopy Bids must be in Microsoft Word 2003 or Adobe Acrobat 7.0 Professional.

6) Every page must contain a page number.

7) One (1) complete set of all required volumes must be clearly marked “Master Copy”.

8) Any product supporting documentation containing costs or rates (such as catalogs or maintenance service rates) submitted as part of the Draft Bids must have all cost figures replaced with “XXXX”. The Draft Bid must not contain any actual cost information.

9) The following number of copies of both the Draft and Final Bid must be submitted:
   a) Volume I
      One (1) Master
      Six (6) Hardcopies
      One (1) Softcopy (CD or USB flash drive)
   b) Volume II
      One (1) Master
      Six (6) Hardcopies
   c) Volume III
      One (1) Master
      One (1) Hardcopy
      One (1) Softcopy (CD or USB flash drive)
   d) Volume IV
      One (1) Master
      Six (6) Hardcopies
      One (1) Softcopy (CD or USB flash drive)

10) Each CD or USB flash drive must be labeled with the Bidder's name, IFB #, response Volume #, and Volume Title.

11) Each Bid submission must be delivered in a sealed package and contain the Bidder's name and return address.

12) Each Bid must be received by the Department Official listed below by the date and time specified in Section 1.6, KEY ACTION DATES.

Mr. Scott Murray
IT Acquisition Specialist
Procurement Division
Technology Acquisitions Branch
707 Third Street, 2nd Floor
West Sacramento, CA 95605

Scott.Murray@dgs.ca.gov
Phone: 916 376-1889
Fax: 916 375-4505

8.4.1 VOLUME I - RESPONSE TO REQUIREMENTS

The Bidder's response to the IFB for Volume I must be in the order and format indicated below. Except for the responses to Section 6, Technical Requirements, which are already numbered, each page must be numbered in a manner of the Bidder's own choosing to make easy reference possible. The organization should be as follows:

1) Section 1 - General (Cover Letter)

This section should contain a signed cover letter in accordance with Section 2.3.5.5, Signature of Bid, for inclusion as the first page of Volume I.

2) Section 2 - Administrative Response

This section should contain detailed information regarding all elements of Section 5, Administrative Requirements. Material should be organized in the same sequence as that section. The Bidder must provide a response to every requirement. Failure to respond to a requirement may be cause for rejection of the Bidder's Bid. All applicable Exhibits must be included and completely filled out.

3) Section 3 - Technical Response

Refer to Section 6, Technical Requirements, for instructions in completing the response to each of the Technical Requirements as described in Exhibit 8-A. The Bidder must provide a response to every requirement. Failure to respond to a requirement may be cause for rejection of the Bidder's Bid.

8.4.2 VOLUME II - COMPLETED AGREEMENT

The Bidder shall submit the required number of copies of the previously approved Agreement in this portion of their response (see Appendix A for additional information). Appendix B contains the OCIO Agreement. Deviation from terms and conditions previously approved for this IFB may be cause for rejection of the Bidder's response. A Final Bid may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind, in accordance with Section 2.3.5.3, Completion of Proposals and Bids. All copies of the Agreement must bear the signature of an individual authorized to bind the firm as specified in Section 2.3.5.5, Signature of Bid. All signatures submitted with the Final Bid must be original signatures in blue ink.

8.4.3 VOLUME III - COST DATA

For submission with the Final Bid, this volume must be submitted in a separate, sealed, and clearly identified envelope or container/carton/box.

This volume must contain all completed cost tables, Agreement attachments with identified costs, Exhibits identifying costs, and other security documents, as required in the IFB.

8.4.4 VOLUME IV – LITERATURE

This volume must contain all technical and other reference literature to support the response to all hardware/software and other functional requirements of this IFB. Relevant technical information should be highlighted on the literature page.

Mark the applicable pages (i.e. circling, underlining, bracketing, or using a highlight marker that will still show when reproduced) and list the corresponding Technical Requirement number in the margin. Volume IV should be organized in the same sequence as Section 6, Technical Requirements, and labeled accordingly.

EXHIBIT 8-A
TECHNICAL RESPONSE FORMAT REQUIREMENT

The Bidder's response to each of the Technical Requirements in Section 6 must use the following format for each requirement that includes the following language (Response Template):

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

1. Bidders shall check either "Yes" or "No" in response to the question, "Bidder understands the Requirement and shall meet or exceed it?"

   "Yes" indicates that the Bidder understands the Requirement as stated in the IFB and shall comply with the Requirement.

   "No" indicates that the Bidder either does not understand the Requirement and therefore cannot assure its compliance, or does understand the Requirement, but does not plan to comply with it.

   Note: A "No" response to any Technical Requirement in the Final Bid will disqualify the Bidder from award.

2. All Bidders must provide a response to every Technical Requirement that includes a Response Template in the IFB. Failure to respond to a Technical Requirement that includes a Response Template may be cause for rejection of the Bidder's Final Bid.

3. If a Bidder wishes to reference explanatory material (i.e., expanded narrative description, technical literature, examples of reports) in support of its response to the Requirement, the Bidder shall indicate the document's title (if any) immediately after "document" in the Response Template followed by its location in the Bidder's Bid (such as "Volume 4, tab 8"), the specific page number(s), and if appropriate the specific paragraph number(s) or other indicators that will lead the evaluation team to easily find and substantiate compliance with the Requirement.

4. Bidders should use the "Description" area of the Response Template to provide additional information, charts, diagrams, and/or product or program description in support of their plans to meet the Requirement, including an explanation of how the Bidder will meet the Requirement. An electronic version of Section 6, Technical Requirements, in Microsoft Word will be provided to all Bidders of record. Bidders may use this to prepare their responses to the Technical Requirements so that they might provide more room to respond to individual Requirements.

5. Bidders may not change any of the State's Requirements, including correction of what the Bidder may perceive to be errors. If a Bidder believes it has identified an error in the IFB, the Bidder must promptly notify the State's Procurement Official listed in IFB Section 1.4.1. If any differences are found between the IFB Requirements as issued by the State in paper or electronic format and between the Requirements as returned in the Bidder's response, the Requirements as issued by the State shall prevail whether identified by the State at the time of evaluation and award or not. Material changes to the Requirements that are made by the Bidder, may result in disqualification of the Bidder.

6. BIDDERS SHOULD BE AWARE THAT MARKING A DOCUMENT "CONFIDENTIAL" OR "PROPRIETARY" IN A FINAL BID MAY EXCLUDE IT FROM CONSIDERATION FOR AWARD AND WILL NOT KEEP THAT DOCUMENT FROM BEING RELEASED AFTER NOTICE OF INTENT TO AWARD AS PART OF THE PUBLIC RECORD, UNLESS A COURT HAS ORDERED THE STATE NOT TO RELEASE THE DOCUMENT.

7. If it is necessary for the Bidder to provide substantiation to a Requirement, then the Bidder must attach and reference any additional supporting documentation in Volume IV, Literature. The supporting documentation must include a cross-reference to the Bid item or Requirement number it is satisfying.

8. The State will not accept company literature or pre-written information attached to the Bid in lieu of a thoughtful, fully considered response to the Requirements presented.

9. Bidders shall not send Bids submission items on shiny/glossy paper.

10. All pages must be standard 8.5" x 11" paper, except charts, diagrams, or spreadsheets which may be provided as foldouts. If foldouts are provided, the folded size must fit within the 8.5" x 11" format.

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EXHIBIT 8-B
ADMINISTRATIVE RESPONSE FORMAT REQUIREMENT

The Bidder's response to those requirements identified in the Administrative Requirements in Section 5 must use the following format for each requirement that includes the following language (Response Template):

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes____No____

Reference: document _____

Location _____ *page* _____ *paragraph* _____

Description:

1. Bidders shall check either "Yes" or "No" in response to the question, "Bidder understands the Requirement and shall meet or exceed it?"

   "Yes" indicates that the Bidder understands the Requirement as stated in the IFB and shall comply with the Requirement.

   "No" indicates that the Bidder either does not understand the Requirement and therefore cannot assure its compliance, or does understand the Requirement, but does not plan to comply with it.

   Note: A "No" response to any Administrative Requirement in the Final Bid will disqualify the Bidder from award.

2. All Bidders must provide a response to each Administrative Requirement that includes a Response Template in the IFB. Failure to respond to a Administrative Requirement that includes a Response Template may be cause for rejection of the Bidder's Final Bid.

3. If a Bidder wishes to reference explanatory material (i.e., expanded narrative description, technical literature, examples of reports) in support of its response to the Requirement, the Bidder shall indicate the document's title (if any) immediately after "document" in the Response Template followed by its location in the Bidder's Bid (such as "Volume 4, tab 8"), the specific page number(s), and if appropriate the specific paragraph number(s) or other indicators that will lead the evaluation team to easily find and substantiate compliance with the Requirement.

4. Bidders should use the "Description" area of the Response Template to provide additional information, charts, diagrams, and/or product or program description in support of their plans to meet the Requirement, including an explanation of how the

Bidder will meet the Requirement. An electronic version of Section 5, Administrative Requirements, in Microsoft Word will be provided to all Bidders of record. Bidders may use this to prepare their responses to the Technical Requirements so that they might provide more room to respond to individual Requirements.

5. Bidders may not change any of the State's Requirements, including correction of what the Bidder may perceive to be errors. If a Bidder believes it has identified an error in the IFB, the Bidder must promptly notify the State's Procurement Official listed in IFB Section 1.4.1. If any differences are found between the IFB Requirements as issued by the State in paper or electronic format and between the Requirements as returned in the Bidder's response, the Requirements as issued by the State shall prevail whether identified by the State at the time of evaluation and award or not. Material changes to the Requirements that are made by the Bidder, may result in disqualification of the Bidder.

6. BIDDERS SHOULD BE AWARE THAT MARKING A DOCUMENT "CONFIDENTIAL" OR "PROPRIETARY" IN A FINAL BID MAY EXCLUDE IT FROM CONSIDERATION FOR AWARD AND WILL NOT KEEP THAT DOCUMENT FROM BEING RELEASED AFTER NOTICE OF INTENT TO AWARD AS PART OF THE PUBLIC RECORD, UNLESS A COURT HAS ORDERED THE STATE NOT TO RELEASE THE DOCUMENT.

7. If it is necessary for the Bidder to provide substantiation to a Requirement, then the Bidder must attach and reference any additional supporting documentation in Volume IV, Literature. The supporting documentation must include a cross-reference to the Bid item or Requirement number it is satisfying.

8. The State will not accept company literature or pre-written information attached to the Bid in lieu of a thoughtful, fully considered response to the Requirements presented.

9. Bidders shall not send Bids submission items on shiny/glossy paper.

10. All pages must be standard 8.5" x 11" paper, except charts, diagrams, or spreadsheets which may be provided as foldouts. If foldouts are provided, the folded size must fit within the 8.5" x 11" format.

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SECTION 9

EVALUATION

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SECTION 9

EVALUATION

9.1 INTRODUCTION

This Section describes the process and criteria that the State will follow in evaluating Bids submitted by Bidders. The State will identify the Bids that meet the IFB's requirements and provide the best value for the State. It is the State's intent to conduct a comprehensive, impartial evaluation of all Bids received. The State intends to award the Agreement to the compliant Bidder that bids the lowest cost.

The dates and times for specific tasks of the Bid Evaluation are stated in Section 1.6, Key Action Dates. Changes to the Key Action Dates, if needed, will be released in Addenda throughout the IFB process. Bidders who do not meet the Key Action Dates for specific deliverables may be deemed non-compliant and excluded from further consideration of the IFB process.

The Evaluation consists of three (3) phases:

Phase 1 - Review of Bidder's Draft Bid and Confidential Discussions between the Bidders and the State to discuss issues identified in the Draft Bid review.

Phase 2 - Submittal of Bidder's Final Bids, State review for pass/fail Requirements and Cost Evaluation. Responses that do not comply with all of the requirements of this IFB may be deemed non-responsive and excluded from further consideration of the IFB process.

Phase 3 – Selection and Award of Agreement. Final Bid selection will be based on the lowest cost among the Bids that are responsive to the requirements of the IFB. The State reserves the right at any time to reject any or all Bids.

9.2 RECEIPT OF BIDS

Final Bids must be delivered by the date and time stated in Section 1.6., Key Action Dates. Each Bid will be date and time marked as it is received and verified that it is properly sealed. Bids will remain sealed until the designated time for opening. Final Bids received after the date and time specified in Section 1.6, Key Action Dates, will be deemed non-responsive and will be rejected.

Responses must be in the quantity and format specified in Section 8, Bid Format. Final Bids may be rejected and deemed non-responsive if they do not meet this criterion.

9.3 STATE EVALUATION TEAM

The State will establish an evaluation team comprised of individuals from the Office of the State Chief Information Officer (OCIO), the Office of Technology Services and the Department of Corrections and Rehabilitation (CDCR). The State will review and evaluate Bidder's Draft and Final Bids. The State may engage additional qualified individuals within the Department of General Services (DGS), OCIO, or CDCR termed "Subject Matter Experts" (SMEs), during the evaluation process to assist the evaluation team in gaining a better understanding of technical, financial, legal, contractual, project, or program issues.

9.4 EVALUATION OF DRAFT BIDS (PHASE 1)

Draft Bids will be submitted for review on the date designated in the IFB's Section 1, Key Action Dates. Draft Bids will be reviewed in an attempt to detect administrative or clerical errors and inconsistencies that, if contained in the Final Bid, may cause the response to be rejected. If such errors are found that can be corrected without overhauling the response, the bidder will be notified and given an opportunity to correct the indicated errors before Final Bid submittal. It is not the intent of the State to review the Draft Bid at this time for total responsiveness to all the IFB requirements. If the solicitation does not contain provisions for a Detailed Technical Bid, and the procurement process is limited to submitting a Draft and Final Bid, the State may include confidential discussions with individual bidders. If the State decides to include this step, a schedule will be prepared for each bidder showing the time that the State will meet with representative(s) of the bidder's firm and discuss items that need clarification and any defects found by the State. Prior to the scheduled discussion, the State will prepare a Discussion Agenda itemizing the points to be covered. At the conclusion of the discussion, the State will prepare a Discussion Memorandum documenting the clarified items and agreements as to how the bidder proposes to correct the noted defects.

Note that the Evaluation of Draft Bids is not an opportunity to make major changes to the response, but only to correct those errors that could cause the Final Bid to be deemed non-responsive on a technicality. The State will not be in a position during this review to determine if a defect could be material and cause the Final Bid to be rejected. **THE STATE MAKES NO WARRANTY THAT ALL SUCH ERRORS WILL BE IDENTIFIED DURING THE REVIEW OF THE DRAFT BID OR THAT SUCH ERRORS REMAINING IN THE FINAL BID WILL NOT CAUSE THE BID TO BE REJECTED.**

9.5 EVALUATION OF FINAL BIDS (PHASE 2)

9.5.1 BID OPENING AND VALIDATION CHECK

All Final Bids received by the time and date specified in Section 1.6, Key Action Dates, will be opened and evaluated. No Bids will be accepted after the specified time and date. The State will be accepting Final Bids requiring separately sealed Cost Data (in Volume III), therefore there will be no formal Bid opening at the time the State receives the Final Bids. Failure to properly and individually seal Volume III may result in the disqualification of the Bid.

Response Volumes I, II and IV will be opened and reviewed by the State during the Evaluation of the IFB Period as described in Section 1.6, Key Action Dates. The Response will be checked for the presence of the required information in conformance with the requirements of this IFB. Absence of required information may deem the Bid non-responsive and cause the bid to be rejected.

The separately sealed envelope containing the cost response to this IFB (Volume III of the Responses) **will remain sealed until completion of the Administrative and Technical evaluations**. Volume III of all compliant (non-rejected) Bids will be opened and evaluated at the Public Cost Opening date specified in Section 1.6, Key Action Dates. Absence of required information may deem the Bid to be non-responsive and may cause rejection.

9.5.2 VALIDATION AGAINST REQUIREMENTS

The State shall check each Bid in detail to determine its compliance to the IFB requirements. If a Bid fails to meet an IFB requirement, the State will determine if the deviation is material as defined in Section 2, Rules Governing Competition. A material deviation of a requirement in the Final Bid will cause rejection of the entire Bid. An immaterial deviation will be examined to determine if the deviation will be accepted. If accepted, the Bid will be processed as if no deviation had occurred.

The Bidder's Bid response to all of the Administrative Requirements of Section 5, the Technical Requirements of Section 6, and the response to Appendix B, will be checked for pass/fail compliance with the IFB's requirements.

9.5.2.1 Administrative Requirements (pass/fail)

The State will review the Bidder's Response to determine whether the Bid contains valid responses to all of the Requirements set forth in Section 5, Administrative Requirements. Bidders must provide all of the information required in Section 5, Administrative Requirements, in order to be considered for award of the IWTS 2 Agreement. If a Bid lacks a valid response to any requirement, it may be considered non-responsive and rejected.

9.5.2.2 Technical Requirements Response Review (pass/fail)

The State will review the Bidder's Response to determine whether the Bid contains valid responses to all of the Requirements contained in Section 6, Technical Requirements. A valid response must be provided for all requirements. If a Bid lacks a valid response to any requirement, it may be considered non-responsive and may be rejected.

9.5.2.3 Completed Contracts (pass/fail)

The State will review the Bidder's completed Standard Agreement (Appendix B) to validate that the proper number of fully executed copies are provided and that each copy has been executed by an authorized representative of the Bidder's firm.

9.5.2.4 Demonstration (pass/fail)

After evaluation of the Administrative and Technical requirements, the State requires a demonstration to validate the responses provided in Section 6, Technical Requirements. See Section 10.1 for general information related to Bidder demonstrations.

9.5.3 COST EVALUATION

The State will identify the compliant (non-rejected) Bidder Responses. The State will open all compliant Bidders' sealed Volume III, Cost Data at the Public Cost Opening date specified in Section 1.6, Key Action Dates. The cost evaluation shall be based on rates proposed in Section 7, Cost, applied to cost assumptions presented in Section 9.5.3.1.

9.5.3.1 Cost Evaluation Criteria

The assumptions used for cost evaluation purposes pertain to the estimated total minutes of Call Volume, for cost evaluation purposes only, for Intrastate, Interstate and International calls.

Bidders are cautioned that these estimated numbers of minutes are for cost evaluation purposes only and should not be relied on as a forecast of actual Call Volumes or actual reimbursement amounts. These cost modalities are further defined, for cost evaluation purposes only, as the following Call Types:

Intrastate (collectively local, IntraLATA, and InterLATA)

Interstate (United States including Alaska, Hawaii, and Puerto Rico)

International

Table 9.1, Cost Evaluation Matrix, will be used to determine the lowest overall cost to the State. Table 9.1 includes the number of annual minutes of each of the above Call Types, and is sub-divided into Adult and Youth plus the number of new prepaid Accounts. These estimates are for cost evaluation purposes only, as follows.

Adult Intrastate	=	93,000,000 annual minutes
Adult Interstate	=	4,000,000 annual minutes

Youth Intrastate	=	3,300,000 annual minutes
Youth Interstate	=	23,000 annual minutes
International	=	106,000 annual minutes
Prepaid Accounts	=	150,000 accounts

(Note that the above annual minutes roughly equal the 2008 annual IWTS Call Volumes. However, there is no relationship between the number of evaluated prepaid accounts and the actual number of prepaid accounts.)

The average cost per Conversation Minute of the Collect Call Rates, prepaid Service Rates and the average rate of all Mandatory International Rates proposed by the Bidder in Exhibit 7-A for each of the above “Call Types” will be multiplied by the above number of minutes, and totaled.

Table 9.1 Cost Evaluation Matrix					
Call Type (Adult and Youth)	Bidder's Cost Per Conversation Minute (Exhibit 7-A)	times	Annual Minutes	equals	Evaluated Annual Cost of Conversation Minutes
Intrastate Adult (Combined average of Adult Collect and Prepaid Intrastate Rates)	$x.xxx	X	93,000,000	=	
Intrastate Youth (Combined average of Youth Collect and Prepaid Intrastate Rates)	$x.xxx	X	3,300,000	=	
Interstate Adult (Combined average of Adult Collect and Prepaid Interstate Rates)	$x.xxx	X	4,000,000	=	
Interstate Youth (Combined average of Youth Collect and Prepaid Interstate Rates)	$x.xxx	X	23,000	=	
International (Combined average of all Mandatory International Country Rates)	$x.xxx	X	106,000	=	
Total Evaluated Cost of Conversation Minutes:					
Prepaid Account Setup Fees	$x.xx	X	150,000	=	
Total Evaluation Bid Cost of Conversation Minutes and Prepaid Accounts					

The Bidder's sum total Bid cost shall be used for evaluation purposes only.

9.5.4 APPLICATION OF PREFERENCES

Since the award is based on low cost, the small business (SB) preference is applied first and the DVBE incentive calculation second, followed by any other preferences (TACPA, LAMBRA, EZA). However, application of the incentive shall not displace an award to a small business with a non-small business.

If the lowest responsive bid is from a responsible California certified small business, the only bidders eligible for the incentive will be California certified small businesses. Combined bid preferences and incentives (SB, DVBE, TACPA, EZA, and/or LAMBRA) may not exceed 15% or $100,000 whichever is less.

9.5.4.1 DVBE Incentive Application

The DVBE incentive is only applied to responsive bids from responsible bidders proposing DVBE participation in the resulting contract, as provided in Section 5.

The calculation is made against the net bid price when both of the following tests are met:

Test 1: The net bid price of the lowest responsive and responsible bidder is not a certified SB. This pertains both before and after application of the small business preference.

Note: The only exception is when there is another responsive/responsible certified SB and it is eligible to receive the DVBE incentive. In that case the DVBE incentive is calculated only for the certified SBs to determine if the adjustment impacts the ranking.

Test 2: There are one or more responsive bids from responsible bidders eligible to receive the DVBE incentive.

The incentive amount is based on a scale under which bidders obtaining higher levels of participation qualify for greater incentive amounts, according to Table 9.2_, below. The minimum incentive amount for this IFB is 3%, with a maximum incentive amount of 5%.

Table 9.2_ – DVBE Incentive Point Scale	
Confirmed DVBE participation of:	DVBE Incentive:
5% or more	5%
4% or more, but less than 5%	4%
More than 3%, but less than 4%	3%

The incentive will be applied by reducing the bid price by the amount of incentive as computed from the lowest responsive bid submitted by a responsible bidder. The computation is for evaluation purposes only.

The incentive adjustment cannot exceed 5% or $100,000, whichever is less, of the lowest responsive bid price from a responsible bidder.

[*Examples of the DVBE incentive* application *are located in the State Contract Manual, Volume III, section 2.C4.3*.]

9.5.4.2 Small Business Preference Application

The small business (SB) preference will be applied in accordance with the California Code of Regulations, title 2, sections 1896.6 and 1896.8(a), (c)-(f).

A five percent (5%) preference will be given to responsive bids from responsible California certified SB bidders when a responsible bidder that is not a California certified SB submits the lowest responsive bid.

A five percent (5%) bid preference is available to a non-small business (NS) claiming twenty-five percent (25%) California certified small business (SB) subcontractor participation. If claiming the NS subcontractor preference, the bid response must include a list of the SB(s) with which you commit to subcontract in an amount of at least twenty-five percent (25%) of the net price with one or more California certified SBs. Each listed certified SB must perform a “commercially useful function” in the performance of the contract as defined in Government Code section 14837(d)(4).

The required list of California certified SB subcontracts must be attached to the bid response and must include the following: 1) subcontractor name, 2) address, 3) phone number, 4) a description of the work to be performed and/or products supplied, and 5) the dollar amount or percentage of the net bid price (as specified in the solicitation) per subcontractor. Completion of the Bidder Declaration serves this purpose.

Bidders claiming the five percent (5%) preference must commit to subcontract at least twenty-five percent (25%) of the net bid price with one or more California certified SBs. Completed certification applications and required support documents must be submitted to the Office of Small Business and DVBE Services (OSDS) no later than 5:00 p.m. on the bid due date, and the OSDS must be able to approve the application as submitted. Questions regarding certification should be directed to the OSDS at (916) 375-4940.

In the event of a precise tie between a California certified SB and an NS subcontracting with California certified SB, the award will be made to the California certified SB. However, one SB can displace another SB for award as a result of application of other preferences and/or the DVBE incentive.

Nonprofit veteran service agencies (NVSA) that have been California certified as a small business nonprofit veteran service agency (SB/NVSA) are eligible to claim the five percent (5%) SB preference. The application of the SB preference is only allowed when a SB/NVSA is acting as the prime bidder. The SB preference must be applied when a responsible bidder not eligible for the SB preference submits the lowest responsive bid.

Pursuant to California Code of Regulations, title 2, section 1896.8(e) the maximum SB bid preference allowed may not exceed $50,000 for any bid, and the combined cost of preferences granted may not exceed $100,000 total. Combined bid preferences and incentives (SB, DVBE, TACPA, EZA, and/or LAMBRA) may not exceed 15% or $100,000 whichever is less.

[*Examples of the SB preference* application *are located in the State Contract Manual, Volume III, sections 2.D.1.1, 2.E.3.1, and 2.F.3.1*.]

9.5.4.3 TACPA, EZA and LAMBRA Preferences

TACPA, EZA and LAMBRA preferences will be applied in accordance with Government Code sections 4530, et seq., 7070, et seq., and 7105, et seq.; California Code of Regulations sections 1896.30, et seq., 1896.100, et seq.; and State Contract Manual, Volume III, Chapter 2, Section G.

9.6 SELECTION AND AWARD (PHASE 3)

Final Bid selection will be based on the lowest cost among the Bids that are responsive to the requirements of the IFB. The State reserves the right at any time to reject any or all Bids.

The final award decisions will be made by the State and approved by the California Department of General Services.

If a potential Bidder requires any additional clarification on the State's Bid selection and award process, written questions or a request to change the IFB must be made to the Department Official described in Section 1.4.1 according to the dates specified in Section 1.6, Key Action Dates.

SECTION 10

DEMONSTRATION OF REQUIREMENTS

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SECTION 10

DEMONSTRATION OF REQUIREMENTS

10.1 GENERAL

The demonstration is intended to afford the State the ability to validate claims made by the Bidders' Final Bid in response to the requirements and to corroborate and confirm that the Bidders have the requisite experience and expertise to perform the services being proposed. The demonstration is also intended to validate that the telephone hardware, related software, and overall operation of the Bidder's system are fully functional. The demonstration must be performed on the Bidder's proposed network and hardware system. The demonstration is a part of Phase 2 of the Evaluation of Final Bids as stated in Section 9.5.3.4, Demonstration and will be weighted on a pass or fail basis. The Bidder Demonstration period is stated in Section 1.6, Key Action Dates.

10.2 DEMONSTRATION PLAN

The Bidder shall submit a demonstration plan with their Bid that outlines the activities, processes, equipment, and data source to be used for the demonstration of their proposed system's ability to achieve the IFB's specifications and requirements. The plan must include a discussion of what will be demonstrated. Bidder may use existing/live production environments for demonstration purposes. The Bidder must accurately describe any technical differences in the service/equipment demonstration with those proposed in the IFB. The demonstration plan must include, at a minimum, those requirements specifically requested as stated in Section 10.5, Demonstration Requirements.

10.3 NOTIFICATION AND SCHEDULING

The Bidder will be notified no later than ten (10) working days before the first date of the Bidder Demonstration period stated in Section 1.6, Key Action Dates. All inquiries concerning the demonstration must be submitted in writing to the DGS Department Official listed in Section 1.4.1, Department Official. The date and time of the demonstration will be scheduled within the Demonstration date period and established by mutual agreement between the Bidder and the State. The timeframe will be determined by the State and applied to all demonstrations.

During the evaluation period, the State will develop the Bidder demonstration agenda with specifics that include a breakdown of sessions, breaks, and other details. The demonstration agenda format will be used for all demonstrations and will be provided to the Bidder when coordinating the date and time of the demonstration.

10.4 EVALUATION

Demonstrations are a part of the formal evaluation of Bidders' Bids and will be evaluated on a pass/fail based on the critieria established in Section 10.5.1 . The State and the Bidder's staff will be the only representatives present at the demonstration. Bidder's failure to demonstrate the proposed system and services as required in this IFB or as proposed by the Bidder may be sufficient cause for the Bid to be deemed non-responsive. In order to pass the demonstration phase of the evaluation process, Bidders shall successfully demonstrate compliance with each requirement as stated in Section 6 for all of the items detailed in Section 10.5 for Session 3. If after award, these demonstrated specifications or requirements fail to function as required, the State may terminate the Agreement in accordance with Appendix B, Information Technology General Provisions (GSPD 401IT), Section 25, Rights and Remedies of the State for Default.

10.5 REQUIREMENTS

The Bidder will follow the demonstration agenda format finalized by the State. The State reserves the right, even during the performance of the demonstration, to require any IFB requirement to be demonstrated.

1) Location

The Bidder must provide or make all necessary arrangements for the demonstration facilities at no cost to the State. In an effort to conserve travel costs for the State, the demonstration must take place in Sacramento, California. The Bidder will determine the specific location of the demonstration. Approximately six (6) to ten (10) State representatives will attend the demonstration. The exact count will be provided to the Bidder prior to scheduling the demonstration to assist with preparing for the size of the location and reference materials.

2) Materials

The Bidder will supply all proposed hardware, software, and related equipment for the demonstration for their proposed system. Materials include all handout and reference material for the State.

3) Agenda Format

As stated in Section 10.3, Notification and Scheduling, the State will provide the final demonstration agenda to all Bidders. The below criteria outlines the expectations of what is to be included in the Bidder's proposed Demonstration Plan.

Session 1: Introductions and Overview

1) An introduction of personnel participating in the demonstration and the role they will play in the Agreement, if applicable; and(Not Evaluated)

Provide a diagram illustrating the IWTS 2 system(s) for the different CDCR facilities as described in Section 3, Current Services, and Section 4, Proposed Services, with a brief explanation. (Not Evaluated)Session 2: Description of:

1) Software, hardware (inmate phones, enclosures, live monitoring, Investigative Workstations, archiving), and related equipment that will be demonstrated; and

2) Network configuration including on-premise and off-premise system and security level access based upon user profile. (Not Evaluated)

Session 3: Bidder's shall demonstrate that their system has the ability to provide the specific functionality that is described in the referenced IFB Section for each of the requirements listed below. The Bidder's demonstration may be from a current production system that is installed elsewhere or it can be may be from a system that is assembled specifically for this demonstration purpose. Bidders shall describe and demonstrate:

1) Call process functionality that includes:

- Simulated inmate-to-called-party call (6.3.3.1);
- Automated operator services (6.3.3.1);
- Call rating information capture (6.3.3.3);
- Call rating information storage (6.3.3.3);
- Call branding (6.3.3.8.1) and
- Random overlay (6.3.3.8.2).

2) Live Monitor Terminal functionality;

§ User Sign-On Screen (6.4.2.7);

§ Scan and live monitoring of two or more calls (6.4.2.9);

§ Park and listen to a call (6.4.2.9.1);

§ Perform hands-free monitoring (6.4.2.9.2);

- § Terminate an active call (6.4.2.9.3);
- § Barge-in to an active call (6.4.2.10);
- § Access and view of “Help” menu and associated content (6.4.2.11);
- § Live monitoring terminal display of an active call (6.4.2.12);
- § Live Monitoring Terminal Stealth (6.4.2.13);
- § Live Monitoring Terminal Volume (6.4.2.14);
- § Monitoring a Live Call by two users (6.4.2.15);
- § Live Monitoring Terminal Physical Restrictions (6.4.2.16);
- § Live Monitoring Terminal Physical Security (6.4.2.17); and
- § Sample User Guide of Live Monitoring Terminals (6.4.2.19).

3) Investigative Workstation functionality;

- § Search (6.5.4.1);
- § Limited Authority (6.5.4.2);
- § Password Protected Log-In (6.5.4.3);
- § Remote Access Capability (6.5.4.7); and
- § Investigative Workstation Screen/Icons (6.5.4.8).

- Sign-On Screen (6.5.4.8.1);
- Welcome Screen (6.5.4.8.2);
- Log-Out Screen (6.5.4.8.3);
- Live Monitoring Screen (6.5.4.8.4);
- Reports Screen (6.5.4.8.5);
- Facility Phone List Screen Content (6.5.4.8.6);
- On-Line Manual (6.5.4.8.7);
- User Guide for Investigative Workstations (6.5.4.8.8);

- Investigative Workstation Live Monitoring Display (6.5.4.9);
- Live Monitoring Manual Notification (6.5.4.10);
- Live Monitoring Multiple (two) Locations (6.5.4.11);
- Monitoring Telephone Station/Location Status (6.5.4.12);
- Call Termination Control from an Investigative Workstation (6.5.4.13);
- Simultaneous Replay (6.5.4.14);
- Forwarding a Recorded Call File (6.5.4.15);
- Search Criteria For Call Forwarding (6.5.4.16);
- Voice Recording Access(6.5.4.17);
- Voice Recording Playback Capability (6.5.4.18);
- Facility Phone List (6.5.4.19);
  - Facility Phone List Screen Details (6.5.4.19.1);
  - Facility Phone List Search Criteria (6.5.4.19.2);
  - Alert Group Creation and Activation (6.5.4.19.3);
  - Alert Group Functionality (6.5.4.19.4);
  - Alert Group Deactivation (6.5.4.19.5); and
  - Deleting and Alert Group or Telephone Number (6.5.4.19.6).

- Alert Number Notification (6.5.4.20)
- Recording Requirements Copy and save calls (6.7.8.4); and
- Playback of Recording on Other Types of Media (6.7.8.6)

4) Investigative Report Format (6.9.1.1)

5) Investigative Report Fields 6.9.1.2

6) Investigative Reports

- o Call Detail Reports 6.9.1.3.1
- o Custom Query 6.9.1.3.2

10.5.1 DEMONSTRATION CHECKLIST

Listed below are each of the items that will be evaluated during the demonstration on a pass/fail basis and the criteria that will be applied for validating that each item passes the minimum requirement.

Demonstration Item	IFB Ref	Demonstration Evaluation Criteria
Simulated inmate-to-called-party call	6.3.3.1	Make two calls from the demonstration site through a prison telephone system: one collect call and one call to a prepaid account number.
Automated operator services	6.3.3.1	The calls used for the item above will be made through an automated process with no human intervention required.
Call rating information capture	6.3.3.3	Call processing and call rating information shall be captured and provided for the calls described above.
Call rating information storage (6.3.3.3)	6.3.3.3	Bidders shall demonstrate the data storage process by retrieving the call processing and call rating information from the two calls described above.

Call branding	6.3.3.8.1	Each of the calls made above will include call set branding that meets the requirements as stated in 6.3.3.8.1, including: • advising the called party that the call is coming from a specific California correctional facility • the message will include the per-minute rates for the theoretical caller's status (adult/youth) • playback the inmate or ward's name • announce the per minute rates or if a prepaid call, after called party selection, account balance of time and/or funds amount remaining in account. • demonstrate that the conversation is blocked until the message has been played and the called party has accepted the call. • play the message in its entirety until it is interrupted by pressing keypad number or thorough voice prompt.
Random overlay	6.3.3.8.2	Provide overlay messages at periodic intervals throughout the course of the demonstration calls.
User Sign-On Screen	6.4.2.7	Demonstration of the sign-on screen of a live monitoring terminal that includes a notice that requires acknowledgement during log-on.
Scan and live monitoring of two or more calls	6.4.2.9	Live monitor at least two calls simultaneously from the same live monitoring demonstration terminal.
Park and listen to a call	6.4.2.9.1	While monitoring the calls, stop scanning and listen to an active call.
Perform hands-free monitoring	6.4.2.9.2	Listen to an active call hands-free through an integrated speaker and increase or decrease the volume using a dial or a single keystroke
Terminate an active call	6.4.2.9.3	Manually terminate calls and demonstrate that the manually terminated calls are flagged as a hard kill in the end code column of the CDR.
Barge-in to an active call	6.4.2.10	Interrupt and talk on a demonstration call and then terminate the call as well as demonstrate that the call can continue.

Access and view of “Help” menu and associated content	6.4.2.11	Access the “Help” menu with one keystroke and view the description of the key functionality on the screen.
Live monitoring terminal display of an active call	6.4.2.12	Demonstrate that an active call appears on the live monitoring display screen within two seconds of connectivity.
Live Monitoring Terminal Stealth	6.4.2.13	Monitor calls in progress without the inmate/ward or called party’s awareness through attenuation of volume or other audible sound(s).
Live Monitoring Terminal Volume	6.4.2.14	Demonstrate that the volume remains the same to the caller and the called party when the call is monitored.
Monitoring a Live Call by two users	6.4.2.15	Activate three (3) simultaneous live monitoring sessions on the same call at the same time.
Live Monitoring Terminal Physical Restrictions	6.4.2.16	Provide at least one sample live monitoring terminal that meets all of the physical requirements described in Section 6.4.2.16.
Live Monitoring Terminal Physical Security	6.4.2.17	Demonstrate how the live monitoring terminal will to be physically secured to a desktop, or other designated surface.
Sample User Guide of Live Monitoring Terminals	6.4.2.19	Provide a sample User Guide for the Live Monitoring Terminals that describes primary features, functionality and commands.
Investigative Workstation Search Functionality	6.5.4.1	Demonstrate the ability to search the database on any fields, or combination of fields, save at least one query and use it again for another search.
Investigative Workstation Limited Authority	6.5.4.2	Demonstrate that the Investigative Workstation interface is not able to modify any workstation configuration or Call Control parameter.
Password Protected Log-In	6.5.4.3	Log on to the Investigative Workstation through a password protected log on screen.

Remote Access Capability	6.5.4.7	Remotely access the Investigative Workstation through the Internet with the same look, feel and capabilities of on-site access.
Investigative Workstation Screen/Icons	6.5.4.8	Demonstrate user friendly icons that are easy to navigate by users.
Sign-On Screen	6.5.4.8.1	Display a sign-on screen that indicates users consent to monitoring of their activities.
Welcome Screen	6.5.4.8.2	Demonstrate a welcome screen with sample that notices that apply to all users.
Log-Out Screen	6.5.4.8.3	Demonstrate a functional log-out icon.
Live Monitoring Screen	6.5.4.8.4	Demonstrate real-time monitoring of calls from an Investigative Workstation and remotely.
Reports Screen	6.5.4.8.5	Demonstrate a reports screen that includes drop down menus f to generate and print reports, including user-definable combinations of the fields.
Facility Phone List Screen Content	6.5.4.8.6	Demonstrate accessing a facility phone list similar to that described in Section 6.5.4.19.
On-Line Manual	6.5.4.8.7	Use an icon to access, search and find operating instructions for specific functionality in an on-line manual specific for the IWTS 2.
User Guide for Investigative Workstations	6.5.4.8.8	Provide a sample User Guide for Investigative Workstations.
Investigative Workstation Live Monitoring Display	6.5.4.9	Demonstrate real-time access to information on all calls in progress and the ability to sort as well as the functionality described in Sections 6.4.2 and 6.5.4.8.9.
Live Monitoring Manual Notification	6.5.4.10	Manually notify another user of a call that requires immediate attention via a paging signal, telephone call, e-mail, audible alarm, and a visual notification on the Investigative Workstation.

Live Monitoring Multiple (two) Locations	6.5.4.11	Simultaneously monitor telephone calls from more different simulated facilities.
Monitoring Telephone Station/Location Status	6.5.4.12	Demonstrate that the Investigative Workstation can display that a telephone station/location is activated, deactivated, out of service, in standby mode, or in use.
Call Termination Control from an Investigative Workstation	6.5.4.13	Demonstrate the ability to manually terminate calls as described in 6.5.4.8.13 and flag those calls as “soft kill” in the end code column of the CDR.
Simultaneous Replay	6.5.4.14	Played back multiple recorded conversations simultaneously without interrupting any other on-going calls being recorded or other Investigative Workstation functionality.
Forwarding a Recorded Call File	6.5.4.15	Send a recorded conversation to an outside telephone number for playback via telephone to the call recipient.
Search Criteria For Call Forwarding	6.5.4.16	Demonstrate the ability to search (locate/sort) call recordings based upon the any of the CDR fields described in 6.5.4.8.16.
Voice Recording Access	6.5.4.17	Demonstrate how the Voice Recordings are linked to the appropriate CDR record.
Voice Recording Playback Capability	6.5.4.18	Access the Voice Recording Database via Soft Switches and play, rewind, pause, fast-forward, designate a specific area to loop back within the recording, vary speed of playback and go to a specified call duration location within the call without the playback of the entire call.
Facility Phone List	6.5.4.19	Demonstrate, with simple steps, activating, deactivating, and deleting specific alert numbers or groups of telephone numbers in the Facility Phone List.

Facility Phone List Screen Details	6.5.4.19.1	Demonstrate a sample facility phone list screen that includes the specific facility or all facilities, the destination number, the called party's billing Information, alert groups and notes.
Facility Phone List Search Criteria	6.5.4.19.2	Demonstrate the drop down options for searching for a specific number, including filter by facility or facilities, all numbers included in facility phone list, all called party names included in facility phone list, and all alert group names included in facility phone list.
Alert Group Creation and Activation	6.5.4.19.3	Create a unique "alert" name for a group of one or more specific telephone numbers to be activated or deactivated and send an alert to two e-mail addresses when the specific number is dialed.
Alert Group Functionality	6.5.4.19.4	Send an alert to two different telephone numbers when a number in the alert group is dialed and prompt the user to enter a four-digit code to be connected to the call. The called party's telephone number will appear on the user's telephone. Using keys on the user's telephone, barge-in on the call and terminate the call. Two e-mail addresses will be sent a notification that will include the specific number dialed, the date, time, and facility.
Alert Group Deactivation	6.5.4.19.5	Deactivate the alert group by the user who originally set the alert group.
Deleting and Alert Group or Telephone Number	6.5.4.19.6	Delete a specific telephone number in the alert group by user who originally set the alert group.
Alert Number Notification	6.5.4.20	Notify the investigative staff of the destination number if a call is placed to a specific number in the facility phone list via a paging signal, telephone call, e-mail, audible alarm, and a visual notification on the Investigative Workstation.
Recording Requirements Copy and save calls	6.7.8.4	Begin playback of a call recording within five (5) seconds. Download or transfer file concurrently with streaming connection and save locally once the download is complete.

Playback of Recording on Other Types of Media	6.7.8.6	Download the recording(s) and software file onto a computer disc and flash drive and play back on a computer.
Investigative Report Format	6.9.1.1	Provide reports of the demonstration calls that include the specific format described in 6.9.1.1 and saving reports in either Excel or Adobe format.
Investigative Report Fields	6.9.1.2	Provide reports that include the information on each call with the capability of sorting data by each field named in 6.9.1.2.
Call Detail Reports	6.9.1.3.1	Provide Call Detail Reports from search criteria that will be provided during the demonstration that will provide CDR that meets the user defined search criteria in a logical presentation and not as a data string.
Custom Query	6.9.1.3.2	Provide a custom report from user define search criteria that will be provided during the demonstration and save the unique settings with a unique report name for future use.

APPENDIX A

AGREEMENTS TO BE SUBMITTED IN THE BID

A. GENERAL INFORMATION

1. These instructions are provided to explain how the State Agreement is structured. Because no negotiations or alterations (unless specified otherwise) of the Agreement are permitted, it is imperative that the Bidder follow these instructions carefully in order to be fully responsive, from a contractual aspect, to the RFP. **BIDDERS SUBMITTING FINAL BIDS WHICH ARE CONDITIONAL SHALL BE DISQUALIFIED.**

2. Volume II of your Final Bid submittal must include five (5) original copies of the State of California Standard Agreement (STD. 213), located in Appendix B. Section 5, Administrative Requirements and Section 6, Technical Requirements, shall be considered the Statement of Work (Attachment 1) and shall become part of this Agreement. The IFB and Bidder's Final Proposal will be attached by reference and made part of the Agreement as well. For instructions on what needs to be done to complete the Agreement for inclusion as Volume II of your Bid, carefully read the following Paragraph B, Preparation of Agreement. Also see Section 8, Bid Format.

B. PREPARATION OF AGREEMENT

1. Detach the Agreement and all attachments (attachments 1 through 8), located in Appendix B, from the IFB. This document will be returned to the State as the final Agreement language. **DO NOT RETYPE THE AGREEMENT.**

2. Complete the Bidder information identified in the lower half of the STD. 213, by the box marked "CONTRACTOR." All copies of the Agreement must bear the original signature (in blue ink) of the individual authorized to bind the firm, as specified in Section 2, Rules Governing Competition.

3. **DO NOT FILL IN SECTIONS 2 AND 3 RELATING TO THE AGREEMENT TERM OR THE AMOUNT OF THE AGREEMENT**.

APPENDIX B

AGREEMENT AND ATTACHMENTS

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STATE OF CALIFORNIA
STANDARD AGREEMENT

REGISTRATION NUMBER	
PURCHASING AUTHORITY NUMBER	AGREEMENT NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below

STATE AGENCY'S NAME
OFFICE OF THE STATE CHIEF INFORMATION OFFICER (HEREAFTER REFERRED TO AS THE "OCIO" OR THE"STATE")

H CONTRACTOR'S NAME (hereafter referredd to as the "Contractor")

2. The term of this Agreement is:

3. The maximum of this Agreement is: REVENUE GENERATING – NO MAXIMUM

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:

Attachment 1: Statement of Work
Section V, Administrative Requirements and Section VI, Business and Technical Requirements
Attachment 2 – General Provisions - Information Technology (GSPD-401IT) – 04/12/07,
http://www.documents.dgs.ca.gov/pd/modellang/GPIT0407.pdf
Attachment 3 – State Model Information Technology Purchase Special Provisions
http://www.documents.dgs.ca.gov/pd/modellang/purchsespecial012103.pdf
Attachment 4 – State Model Information Technology Maintenance Special Provisions
http://www.documents.dgs.ca.gov/pd/modellang/maintenancespecial12103.pdf
Attachment 5 – State Model Information Technology Software Special Provisions
http://www.documents.dgs.ca.gov/pd/modellang/softwarespecial012103.pdf
Attachment 6 – State Model Information Technology Personal Services Special Provisions
http://www.documents.dgs.ca.gov/pd/modellang/PersonalServiceSpecial020807.pdf
Attachment 7 – Cost Worksheets

IFB OCIO 09-114490 and Contractor's response to IFB OCIO 09-114490 are made part of this Agreement as if attached hereto and are viewable at: http://dts.ca.gov/stnd/calnet-inmate-ward.asp

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		**CALIFORNIA Department of General Services**
CONTRACTOR'S NAME *(If other than an individual, state whether a corporation, partnership, etc.)*		
BY *(Authorized Signature)* ?	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
STATE OF CALIFORNIA		
AGENCY NAME Office of the State Chief Information Officer		
BY *(Authorized Signature)* ?	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING Melissa Matsuura, Deputy Director		☐ Exempt per

ATTACHMENT 1
STATEMENT OF WORK

Placeholder for Statement of Work

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ATTACHMENT 2
GENERAL PROVISIONS- INFORMATION TECHNOLOGY

The following provisions may be downloaded at the indicated web page:

General Provisions – Information Technology (GSPD-401IT), Revision 4/12/2007

http://www.documents.dgs.ca.gov/pd/modellang/GPIT0407.pdf

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ATTACHMENT 3
STATE MODEL INFORMATION TECHNOLOGY PURCHASE SPECIAL PROVISIONS

The following provisions may be downloaded at the indicated web page:

State Model Information Technology Purchase Special Provisions, Effective 02/08/07

http://www.documents.dgs.ca.gov/pd/modellang/maintenancespecial12103.pdf

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ATTACHMENT 4
STATE MODEL INFORMATION TECHNOLOGY MAINTENANCE SPECIAL PROVISIONS

The following provisions may be downloaded at the indicated web page:

State Model Information Technology Maintenance Special Provisions, Version 1/21/03

http://www.documents.dgs.ca.gov/pd/modellang/maintenancespecial12103.pdf

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ATTACHMENT 5
STATE MODEL INFORMATION TECHNOLOGY SOFTWARE SPECIAL PROVISIONS

The following provisions may be downloaded at the indicated web page:

State Model Information Technology Software Special Provisions, Version 1/21/03

http://www.documents.dgs.ca.gov/pd/modellang/softwarespecial012103.pdf

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ATTACHMENT 6
STATE MODEL INFORMATION TECHNOLOGY
PERSONAL SERVICES SPECIAL PROVISIONS

The following provisions may be downloaded at the indicated web page:

State Model Information Technology Personal Services Special Provisions, Version 02/08/07

http://www.documents.dgs.ca.gov/pd/modellang/PersonalServiceSpecial020807.pdf

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ATTACHMENT 7
Cost Worksheets

Placeholder for Cost Worksheets

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APPENDIX C

GLOSSARY OF TERMS

The following words and phrases, when used in the IFB or the Agreement, shall have the indicated meanings. (Terms capitalized within a particular definition are defined elsewhere within the IFB or the Agreement.)

"**AGREEMENT**" shall mean the Contract that will result from the award of this IFB.

"**ASA**" shall mean Average Speed of Answer

"**BASELINE RUN RATE**" shall mean the baseline that has been determined for the IWTS 2 Contract based upon the Run Rate in 2008 (100,311,841 minutes) also known as Baseline Call Volume.

"**BID**" shall mean a formal response from any Bidder to this IFB.

"**BIDDER**" shall mean one or more entities that submits a response to this IFB.

"**CALL CATEGORY** (or "**CALL CATEGORIES**") shall mean the following billing types for IWTS 2 calls:

1. Collect Intrastate
2. Collect Interstate
3. Prepaid Intrastate
4. Prepaid Interstate
5. Prepaid International (per country)
6. Prepaid cellular

"**CALL CONTROL SYSTEM CLASSIFICATION**" shall mean adult prisons, adult other facilities, adult camps, field offices, and others, as defined in Section 3.

"**CALL ELEMENTS**" shall mean the specific measurements of IWTS 2 calls used for reporting purposes including Call Attempts, Call Completions, Call Conversation Minutes and Call Revenue.

"**CALL SETUP BRANDING**" shall mean the first recorded message played to the called party when they answer the IWTS 2 call.

"CALL SETUP FEE" shall mean the fees that are charged by a service provider to establish a connection with a called party. The Contractor shall ensure that there are no Call Setup Fees for any IWTS 2 calls.

"**CALL TYPE**" shall mean Intrastate, Interstate or International calls

"**CALL VOLUME**" shall mean the measurement used to determine the Run Rate, specifically the number of Conversation Minutes.

"**CDR**" shall mean Call Detail Record.

"**CLEC**" shall mean Competitive Local Exchange Carrier.

"**CONTRACT**" shall mean the formal Agreement resulting from this solicitation, including a fully executed Std. 213, Standard Agreement, and all of the documents referenced therein.

"**CONTRACTOR**" shall mean the entity that is awarded this IFB by the State and has executed the Contract.

"**CONVERSATION MINUTE**" shall mean the time the inmate/ward is connected to the called party (after the called party has indicated positive acceptance of the call) and until either party disconnects from the call. A Conversation Minute does not include time during call set-up (accepting calling party information, validating account or billing information, call ringing, or waiting for called party acceptance). Conversation Minutes shall be the same as minutes recorded for call billing purposes.

"**COST EVALUATION POINTS**" shall mean the points that are calculated by comparing the total cost from the each Bidder's Cost Evaluation Matrix (Table 9.5) as described in Section 9.5.4.

"**CPUC**" shall mean California Public Utilities Commission

"**CRS**" shall mean the California Relay Service (see Section 6.3.2.6.3)

"**DRAFT BID**" shall mean the response submitted by Bidders to the Draft Bid requirements set forth in Section 2.3.3.1.

"**DTMF**" shall mean Duel Tone Multi-Frequency.

"**EARNED TECHNICAL POINTS**" shall mean the points calculated for each Mandatory Scorable (MS) Technical Requirement in Section 6 by multiplying the Scored Technical Points for each item by technical scoring criteria percentage as described in Section 9.5.3.1.

"**EVALUATION POINTS**" shall mean both Technical Evaluation Points and Cost Evaluation Points. Evaluation Points are the points derived from the scoring formula described in Section 9.4.

"**FINAL BID**" shall mean the response submitted by Bidders to the Final Bid requirements set forth in Section 2.3.3.2.

"**GUI**" shall mean Graphical User Interface.

"**HARDWIRED**" shall mean the devices that are directly connected with wire.

"**HEARING CARRY OVER**" or "**HCO**" is for people who can hear but who have difficulty speaking clearly. The HCO user types on a TTY what he or she wishes to say and this is spoken by the relay operator to the other party. The HCO user hears what the other party is saying rather than waiting to receive the typed text on the TTY.

"**HOT NUMBER LIST**" shall mean the list of the numbers which may require the system to notify or send an alarm to the appropriate CDCR IWTS 2 Investigative Workstation or staff

"**INTERLATA**" shall mean between more than one LATA.

"**INTRALATA**" shall mean within a LATA.

"**INTERNATIONAL CALLS**" shall mean calls to any location outside the United States or Puerto Rico.

"**INTRASTATE CALLS**" shall mean Local, IntraLATA and InterLATA calls

"**INTERSTATE CALLS**" shall mean calls to any location in the United States including Alaska, Hawaii and Puerto Rico.

"**INVESTIGATIVE WORKSTATION**" shall mean workstations that will be utilized by CDCR authorized staff to perform monitoring and investigative functions. Investigative Workstation functionality includes all of the functionality provided for Live Monitoring Terminals, unless noted, as well as the investigative tools described Section 6.5.3.

"**IP**" shall mean Internet protocol.

"**LAN**" shall mean Local Area Network.

"**LATA**" or "**LOCAL ACCESS AND TRANSPORT AREA**" shall mean a geographical and administrative area that is the responsibility of a LEC (Local Exchange Carrier).

"**LIVE MONITORING TERMINAL**" shall mean the terminals that allow CDCR staff to selectively monitor call activity within their Span of Control in real time, and initiate appropriate action as necessary.

"**MANDATORY**" shall mean the requirements of this IFB that Bidder's must provide a satisfactory response. All Requirements in Section 5, Administrative Requirements, and Section 6, Technical Requirements, are Mandatory.

"**MANDATORY SCORABLE**" shall mean the requirements in Section 6, (Technical Requirements) that will be scored for content in accordance with Section 9.5.3, Technical Scoring Process.

"**NMS**" shall mean Network Management Systems.

"**NOC**" shall mean Network Operations Center.

"**OVERLAY**" shall mean the message that is played randomly throughout the IWTS 2 call.

"**PASSIVE ACCEPTANCE**" shall mean the ability to connect IWTS 2 telephone calls to the destination number without the called party pressing a keypad number or voice response. Calls to numbers on the Passive Acceptance list shall be assumed to be accepted if the called party does not disconnect from the call within three (3) seconds.

"PREPAID ACCOUNT SETUP FEE" shall mean maximum fees that the Contractor shall a user to establish a prepaid account.

"**Run Rate**" shall mean the rate of Call Volume, in Conversation Minutes, experienced through any given period of the IWTS 2 Contract plus any additional minutes resulting from failure to meet Service Level Agreements (see Section 6.12).

"**SCORED TECHNICAL POINTS**" shall mean the points awarded through the evaluation of the content of responses to each Mandatory Scorable (MS) Technical Requirement in Section 6.

"**SOFT SWITCH**" shall mean a command that can be executed electronically.

"**SPAN OF CONTROL**" shall mean the facilities and IWTS 2 equipment that can be monitored by a CDCR authorized user.

"**STATE**" shall mean CDCR, or as CDCR may designate, in its sole discretion, any other department, division, or unit of the State of California, any agency or governmental entity of the State of California or any local jurisdiction within the State of California empowered to expend public funds, and their end-users, intended to receive the benefit of the services.

"**SUBCONTRACTOR**" shall mean a third-party entity that provides services on behalf of the Contractor. Contractor is responsible for all of the requirements of this Contract, regardless of the existence of a Subcontractor.

"**STATEWIDE ADULT**" shall mean all of the IWTS 2 telephones at all of the CDCR adult facilities throughout California.

"**STATEWIDE YOUTH**" shall mean all of the IWTS 2 telephone at all of the CDCR youth facilities throughout California.

"**TDM**" shall mean Time Division Multiplexing.

"**TECHNICAL EVALUATION POINTS**" shall mean the points that are calculated by comparing the Earned Technical Points from each Bidder against the Earned Technical Points of the Bidder with the highest Earned Technical Points.

"**TELEPHONE ID**" shall mean the unique identifier on all telephones. The unique identification parameters will be provided by the CDCR-HQ Administrator and will be referenced in all database files

"**THREE-WAY CALLING**" shall mean calling that involves connecting three distinct parties.

"**TRANSITION-IN**" shall mean the process of transitioning from the current IWTS system to the IWTS 2 system from this IFB.

"**TRANSITION-OUT**" shall mean the process of transitioning from the IWTS 2 system to the next IWTS solution.

"**TSP**" shall mean Telecommunications Service Priority.

"**VOICE CARRY OVER**" or "**VCO**" is for people who are deaf or hard of hearing but who wish to speak through the telephone receiver directly to and be heard by the other party. The relay operator types what is said by the other party and the VCO user reads it on his or her TTY.

"**VOIP**" shall mean Voice over Internet Protocol.

"**WARD**" shall me a youth offender.

Question and Answers for Bid #OCIO 09-114490 - Inmate / Ward Telephone System 2 (IWTS 2)

OVERALL BID QUESTIONS

Question 1

Hi:

Does the State provide a conference call in number for the Pre-Bid Conference(s)? If yes, can this information be published. Our firm would like to attend remotely.

Thank You,
Lori Peck
lori.peck@gpathsol.com (Submitted: Dec 8, 2009 1:51:30 PM PST)

Answer

- The State does not provide a call in number. If a vendor cannot attend, they can get a copy of the questions asked and their respective answers posted here on BidSync. (Answered: Dec 9, 2009 7:45:23 AM PST)

Question 2

Are vendors to ask questions via BidSync or to Scott Murray via e-mail? (Submitted: Dec 9, 2009 8:18:58 AM PST)

Answer

- Per the IFB Section 1, Only questions submitted in writing and answered in writing by the Department Official shall be binding and official. Written questions may be submitted by electronic mail (email) to the Department Official identified in Section 1.4.1. All written questions submitted by the due date as stated in Table 1-1, Key Action Dates; will be responded to en masse and answers issued via BidSync in the form of a Question and Answer set by the date specified in Table 1-1. (Answered: Dec 9, 2009 8:20:20 AM PST)