

<b>STATE OF NORTH CAROLINA</b> <b>DEPARTMENT OF PUBLIC SAFETY</b> Purchasing And Logistics	<b>REQUEST FOR PROPOSAL NO. 19-RFP-014560-BKS</b>	
	Offers will be publicly opened: July 15, 2019 @ 2:00 PM EST	
	Issue Date: May 24, 2019	
<b>Refer <u>ALL</u> inquiries regarding this RFP to:</b> Kim Bruske <a href="mailto:kim.bruske@ncdps.gov">kim.bruske@ncdps.gov</a> Telephone No. 919-324-6280	Commodity Number: 839-57	
	Description: Pay Telephones	
	Using Agency: NCDPS/DOP Facility Services	
<b>See page 2 for mailing instructions.</b>	Requisition No.: RQ21783757	

**OFFER AND ACCEPTANCE:** The State seeks offers for the Services and/or goods described in this solicitation. All offers and responses received shall be treated as offers to contract. The State's acceptance of any offer must be demonstrated by execution of the acceptance found below, and any subsequent Request for Best and Final Offer, if issued. Acceptance shall create a contract having an order of precedence as follows: Best and Final Offers, if any, Special terms and conditions specific to this RFP, Specifications of the RFP, the Department of Information Technology Terms and Conditions, and the agreed portion of the awarded Vendor's offer.

**EXECUTION:** In compliance with this Request for Proposal, and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all Services or goods upon which prices are offered, at the price(s) offered herein, within the time specified herein. By executing this offer, I certify that this offer is submitted competitively and without collusion.

**Failure to execute/sign offer prior to submittal shall render offer invalid. Late offers are not acceptable.**

OFFEROR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY, STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO
PRINT NAME & TITLE OF PERSON SIGNING:	FAX NUMBER:	
AUTHORIZED SIGNATURE:	DATE:	E-MAIL:

Offer valid for forty-five (45) days from date of offer opening unless otherwise stated here: \_\_\_\_ days

**ACCEPTANCE OF OFFER:** If any or all parts of this offer are accepted, an authorized representative of Department of Public Safety (DPS) shall affix their signature hereto and this document and the documents identified above shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the awarded Vendor(s).

<b><u>FOR DPS USE ONLY</u></b> Offer accepted and contract awarded this ____ day of _____, 20__, as indicated on attached certification, by _____ (Authorized representative of Department of Public Safety).
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**DELIVERY INSTRUCTIONS:** The Vendor must deliver one (1) **signed, executed electronic copy** of its Offer on a USB Flash Drive(s) to Issuing Agency in a sealed package with Company Name and RFP Number clearly marked on the front. **Vendor must include all the pages of this solicitation in their response.** The Vendor must also submit one (1) **signed, executed electronic copy** and one (1) signed, executed redacted electronic copy of its offer on USB Flash Drive(s). The files should not be password-protected and should be capable of being copied to other media.

Address envelope and insert offer number as shown below. Please note that the US Postal Service does not deliver any mail (US Postal Express, Certified, Priority, Overnight, etc.) on a set delivery schedule to this Office. **It is the responsibility of the Vendor to have the offer in this Office by the specified time and date of opening.**

<b>DELIVER TO:</b>
OFFER NUMBER: 19-RFP-014560-BKS Department of Public Safety Attn: Kim Bruske 3030 Hammond Business Place Raleigh, NC 27603

Sealed offers, subject to the conditions made a part hereof, will be received at 3030 Hammond Business Place, Raleigh NC 27603, July 15, 2019 until 2:00pm Eastern Standard Time on the day of opening and then opened, for furnishing and delivering the commodity as described herein. Offers must be submitted in a sealed package with the Execution page signed and dated by an official authorized to bind the Vendor's firm. Failure to return a signed offer shall result in disqualification. All offers must comply with Section VI, Proposal Content and Organization.

Offers will not be accepted by electronic means. This RFP is available electronically at <https://www.ips.state.nc.us/ips/>. All inquiries regarding the RFP specifications or requirements are to be addressed to the contact person listed on Page One.

**NON-RESPONSIVE OFFERS:** Vendor offers will be deemed non-responsive by the State and will be rejected without further consideration or evaluation if statements such as the following are included:

- "This offer does not constitute a binding offer",
- "This offer will be valid only if this offer is selected as a finalist or in the competitive range",
- "The Vendor does not commit or bind itself to any terms and conditions by this submission",
- "This document and all associated documents are non-binding and shall be used for discussion purposes only",
- "This offer will not be binding on either party until incorporated in a definitive agreement signed by authorized representatives of both parties", or
- A statement of similar intent.

**VENDOR'S LICENSE OR SUPPORT AGREEMENTS:** The terms and conditions of the Vendor's standard services, license, maintenance or other agreement(s) applicable to Services, Software and other Products acquired under this RFP may apply to the extent such terms and conditions do not materially change the terms and conditions of this RFP. In the event of any conflict between the terms and conditions of this RFP and the Vendor's standard agreement(s), the terms and conditions of this RFP relating to audit and records, jurisdiction, choice of law, the State's electronic procurement application of law or administrative rules, the remedy for intellectual property infringement and the exclusive remedies and limitation of liability in the DIT Terms and Conditions herein shall apply in all cases and supersede any provisions contained in the Vendor's relevant standard agreement or any other agreement. The State shall not be obligated under any standard license and/or maintenance or other Vendor agreement(s) to indemnify or hold harmless the Vendor, its licensors, successors or assigns, nor arbitrate any dispute, nor pay late fees, legal fees or other similar costs.

**DIGITAL IMAGING:** The State will digitize the Vendor's response if not received electronically, and any awarded contract together with associated contract documents. This electronic copy shall be a preservation record, and serve as the official record of this solicitation with the same force and effect as the original written documents comprising such record. Any printout or other output readable by sight shown to reflect such record accurately is an "original."

**Urged and Cautioned SITE VISITS (Non-Mandatory):** Vendors are **encouraged** to visit the site and apprise themselves of all conditions which will affect the performance of the work called for or reasonably implied by this RFP. Submission of a bid shall be construed as evidence that the Vendor has made necessary examination, inspection and investigation; and no allowance will be made for unreported conditions which a prudent Vendor would recognize as affecting the performance of the work called for in the RFP. Visits will be held on **June 26, 2019** in conjunction with the Pre-proposal Conference. Vendors are **not** required to attend site visits.

Vendors wishing to visit Maury Correctional Institution may visit by contacting, DPS-Prisons Assistant Director Facilities Maintenance, at (919) 618-9655 by **June 14, 2019** to furnish names of attendees. **Vendors shall RSVP the names of their representatives along with copies of current driver's license to the DPS Prisons Assistant Director Facilities Maintenance no later than June 14, 2019 by 12:00:00 PM Eastern Time.** Facility address is:

Maury Correctional Institution  
 258 Moore Rouse Rd  
 Hookerton, NC 28538

Vendors wishing to visit will go in a group following the Pre-proposal Conference. By DPS-Prisons policies, all persons entering a prison facility are required to clear metal detection screening and Vendors must present their driver's license. **No** purses, pocketknives or other similar items, recorders, cameras, cell phones.

All Vendors shall comply with the Department of Public Safety / Division of Adult Correction and Juvenile Justice/ Prison procedures below: Appropriate dress for visitors:

<https://www.ncdps.gov/Adult-Corrections/Prisons/Visitation#appropriate-dress-for-visitors>

Entering and exiting a prison:

[https://files.nc.gov/ncdps/F.3300\\_10\\_29\\_18.pdf](https://files.nc.gov/ncdps/F.3300_10_29_18.pdf)

**QUESTIONS CONCERNING RFP:** Written questions concerning this RFP will be received until June 28, 2019 at 2:00pm Eastern Standard Time. They must be sent via e-mail to:Kim.bruske@ncdps.gov. Please insert "Questions 19-RFP-014560-BKS" as the subject for the email. The questions should be submitted in the following format:

Citation	Vendor Question	The State's Response
Offer Section, Page Number		

The State will prepare responses to all written questions submitted, and post an addendum to the Interactive Purchasing System (IPS) <https://www.ips.state.nc.us/ips/>. Oral answers are not binding on the State.

Vendor contact regarding this RFP with anyone other than Kim Bruske may be grounds for rejection of said Vendor's offer.

**ADDENDUM TO RFP:** If a pre-offer conference is held or written questions are received prior to the submission date, an addendum comprising questions submitted and responses to such questions, or any additional terms deemed necessary by the State will be posted to the Interactive Purchasing System (IPS), <https://www.ips.state.nc.us/ips/>, and shall become an Addendum to this RFP. Vendors' questions posed orally at any pre-offer conference must be reduced to writing by the Vendor and provided to the Purchasing Officer as directed by said Officer.

Critical updated information may be included in these Addenda. It is important that all Vendors bidding on this RFP periodically check the State website for any and all Addenda that may be issued prior to the offer opening date.

**BASIS FOR REJECTION:** Pursuant to 9 NCAC 06B.0401, the State reserves the right to reject any and all offers, in whole or in part; by deeming the offer unsatisfactory as to quality or quantity, delivery, price or service offered; non-compliance with the specifications or intent of this solicitation; lack of competitiveness; error(s) in specifications or indications that revision would be advantageous to the State; cancellation or other changes in the intended project, or other determination that the proposed specification is no longer needed; limitation or lack of available funds; circumstances that prevent determination of the best offer; or any other determination that rejection would be in the best interest of the State.

**NOTICE TO VENDORS:** The State may, but will not be required to evaluate or consider any additional terms and conditions submitted with an Offeror's response. This applies to any language appearing in or attached to the document as part of the Offeror's response. By execution and delivery of this Invitation for Offer and response(s), the Offer agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect unless such are specifically accepted by the State.

**LATE OFFERS:** Regardless of cause, late offers will not be accepted and will automatically be disqualified from further consideration. It shall be the Vendor's sole risk to ensure delivery at the designated office by the designated time. Late offers will not be opened and may be returned to the Vendor at the expense of the Vendor or destroyed if requested.

**VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM:** The NC electronic Vendor Portal (eVP) allows Vendors to electronically register with the State to receive electronic notification of current procurement opportunities for goods and Services available on the Interactive Purchasing System at the following web site: <https://www.ips.state.nc.us/ips>

**POINTS OF CONTACT:** Contact by the Offeror with the persons shown below for contractual and technical matters related to this RFP is only permitted if expressly agreed to by the procurement officer named on page 2, or upon award of contract:

Vendor Contractual Point of Contact	Vendor Technical Point of Contact
[NAME OF VENDOR] Street: [STREET ADDRESS] [CITY, STATE, ZIP] Attn: Assigned Contract Manager	[NAME OF VENDOR] Street: [STREET ADDRESS] [CITY, STATE, ZIP] Attn: Assigned Technical Lead

## **Table of Contents**

I. Introduction .....	6
Background .....	6
Vendor Qualifications .....	7
II. Bidding Information.....	8
A. Procurement Schedule.....	8
B. Instructions to Vendors .....	9
C. General Conditions for Proposals .....	9
D. Evaluation Process .....	13
III. Technical Proposal.....	16
IV. Cost Proposal .....	57
V. Other Requirements and Special Terms .....	58
VI. Proposal Content and Organization .....	61
Attachment A. – Certification of Compliance With Executive Order # 24 .....	64
Attachment B - Vendor Business Information .....	65
Attachment C - Vendor Qualifications – Statewide Service .....	67
Attachment D - Vendor Qualifications -Additional Inmate Requirements .....	68
Attachment E - Vendor References .....	69
Attachment F - Subcontractor References .....	70
Attachment G - Taxes, Surcharges and Fees.....	71
Attachment H - Department of Information Technology Terms and Conditions.....	82

## **I. Introduction**

The purpose of this RFP and any resulting contract award is to solicit offers for furnishing Inmate Communications System and Public Payphone services, furnishing, installing and maintaining telecommunications instruments and service. DPS will be the overall Contract Administrator for the entire contract, and will have management oversight for the contract. It is the intent of the State of North Carolina to secure the Inmate Communication System and Public Payphone services at no cost to the State. The inmate portion has special requirements and management oversight of that portion of the contract will be the responsibility of Department of Public Safety - Prisons. The State is seeking a single prime Vendor to provide the required equipment and services including local, IntraLATA, InterLATA, Intrastate, Interstate and international calling for Inmate Telephony and Public Payphone services. The State is interested in having quality service provided at a minimum cost to the caller.

The State of NC requires the awarded vendor to be responsible for providing the Inmate Communication System and Public Payphone services as a whole and cannot be separated.

*Indefinite Quantity Contract.* This solicitation will establish a Convenience Contract pursuant to 9 NCAC 06B.0701 for an indefinite quantity contract between a Vendor and the State. The quantity of goods or Services is undetermined. An estimated quantity based on past history or other means may be used as a guide, but shall not be a representation by the State of any anticipated purchase volume under any contract made pursuant to this solicitation. The State will not consider any scenarios that include minimum usage commitments, minimum number of coin/coinless stations or maximum quantity/usage limits.

In addition, the State reserves the right to make partial, progressive or multiple awards: where it is advantageous to award separately by items; or where more than one supplier is needed to provide the contemplated specifications as to quantity, quality, delivery, service, geographical areas; and where other factors are deemed to be necessary or proper to the purchase in question.

## **Background**

The current contract for these services is held by Global Tel\*Link Corporation (GTL). This current contract expires June 30, 2020. That Vendor provides telecommunication service for Inmate Telephony which includes equipment and maintenance; and provides call processing, security features and investigative tools. In the past, the Vendor averaged approximately \$13 million annual in gross revenue from the current contract. Due to recent changes by the Federal Communications Commission (FCC) surrounding Inmate Communications System (ICS), revenues will not be achieved at that level as in the past. The State does not guarantee any level of revenue which will accrue to the Vendor. Historical figures are furnished solely for informational purposes. (See Exhibit B)

As of February 4, 2019, DPS-Prisons has 55 prison facilities, 3 Confinement Response to Violations (CRV) and 2 Chemical Dependency Treatment Centers statewide. There are approximately 35,574 inmates incarcerated in the State's prison system. Exhibit A1 of this RFP provides a list of each facility, address and number of inmate phones installed. Exhibit A2 provides the number, type of calls and the total revenue amounts for the 12-month period of July 1, 2017 to June 30, 2018.

DPS-Prisons owns and operates all the inmate payphones installed in prison facilities and holds a Certification through the North Carolina Public Utilities Commission authorizing the provision of telephone service by means of telephone instruments including automated collect services.

DPS-Prisons will continue to maintain ownership of inmate phones, and the Vendor will be responsible for their repair. If the Vendor's accepted proposal specifies that the Vendor will replace these phones and associated network components, the new equipment furnished by the Vendor shall become the property of DPS-Prisons upon installation and they will remain owned by DPS-Prisons after the contract ends. DPS-Prisons will bear no cost for this replacement and/or upgrade of inmate phones.

DPS-Prisons houses minimum, medium, close and maximum custody level inmates. All inmate calls are timed for a maximum of 15 minutes. At the end, the call automatically disconnects. Agency policy requires documentation of all inmate calls. DPS-Prisons may adjust inmates' calling privileges during the contract to better meet the operational standards of the Department.

## **Vendor Qualifications**

The successful Vendor must comply with each of the following requirements and provide supporting documentation:

### **Experience:**

#### Check if comply

- 1) The Vendor's core business is providing inmate telephony services,
- 2) The Vendor is the prime contractor providing telephony services for an entire State prison system. (Attachment C)
- 3) The Vendor has three or more year's current experience in providing these Statewide Services as the prime contractor. (Attachment C)
- 4) These Statewide Services must include geographically dispersed areas. (Attachment C)
- 5) These Statewide Services must include a minimum of at least 1000 inmate payphones. (Attachment C)
- 6) The Vendor must be the prime contractor providing inmate telephone services to geographically dispersed state correctional systems with at least 800 inmate phones in each system. (Attachment D)
- 7) Vendor must have adequate financial resources to provide these Statewide Services.
- 8) Vendor must have NC Public Utility Commission (NCPUC) certification to provide inmate telephony services in North Carolina. Please provide a copy.

Vendor affirms that they have read, understood and can comply with the aforementioned requirements and have included adequate supporting documentation.

## **II. Bidding Information**

### **A. Procurement Schedule**

The Procurement Manager will make every effort to adhere to the following schedule:

<b>Action</b>	<b>Responsibility</b>	<b>Date</b>
Issue of RFP	Department of Public Safety	05/24/19
Pre-Offer Conference; receive questions from Vendors	Department of Public Safety	06/28/19
Deadline To Submit Additional Questions	Potential Vendors	07/01/19
Response to Written Questions/RFP Amendments	Department of Public Safety	07/08/19
Submission of Offer	Vendor(s)	07/15/19
Offer Evaluation	Evaluation Committee	TBD
Selection of Finalists	Evaluation Committee	TBD
Negotiations (optional)	Evaluation Committee designees and selected Vendor(s)	TBD
Best and Final Offers from Finalists (optional)	Vendors	TBD
Oral Presentation and/or Product Demonstrations by Finalists (optional)	Vendors	TBD
Contract Award	Purchasing Agency and IT Procurement Office	TBD
Protest Deadline	Vendors	15 days after award

## B. Instructions to Vendors

Additional acronyms, definitions and abbreviations may be included in the text of the RFP.

- 1) Offers submitted electronically, or via facsimile (FAX) machine will not be accepted.
- 2) **EXECUTION**: Failure to sign under EXECUTION section will render offer invalid.
- 3) **PROMPT PAYMENT DISCOUNTS**: Vendors are urged to compute all discounts into the price offered. If a prompt payment discount is offered, it will not be considered in the award of the Agreement except as a factor to aid in resolving cases of identical prices.
- 4) **MISCELLANEOUS**: Masculine pronouns shall be read to include feminine pronouns and the singular of any word or phrase shall be read to include the plural and vice versa.
- 5) **VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM**: Electronic Vendor Portal (eVP) allows Vendors to electronically register with the State to receive electronic notification of current procurement opportunities for goods and Services available on the Interactive Purchasing System at the following web site: <https://vendor.ncgov.com/vendor/login>
- 6) **ORGANIZATION**: Vendors are directed to carefully review Section VI herein and fully comply with the content and organizational requirements therein.
- 7) **E-PROCUREMENT**: **This is an E-Procurement solicitation.** See Section 1, paragraph #38 of the attached North Carolina Department of Information Technology Terms and Conditions Services made part of this solicitation contain language necessary for the implementation of North Carolina's statewide E-Procurement initiative. It is the Vendor's responsibility to read these terms and conditions carefully and to consider them in preparing the offer. By signature, the Vendor acknowledges acceptance of all terms and conditions including those related to E-Procurement.
  - a) General information on the E-Procurement service can be found at <http://eprocurement.nc.gov/>
  - b) Within two days after notification of award of a contract, the Vendor must register in NC E-Procurement @ Your Service at the following web site: <http://eprocurement.nc.gov/Vendor.html>
  - c) As of the RFP submittal date, the Vendor must be current on all E-Procurement fees. If the Vendor is not current on all E-Procurement fees, the State may disqualify the Vendor from participation in this RFP.
- 8) **E-VERIFY**: Pursuant to N.C.G.S. §143B-1350(k), the State shall not enter into a contract unless the awarded Vendor and each of its subcontractors comply with the E-Verify requirements of N.C.G.S. Chapter 64, Article 2. Vendors are directed to review the foregoing laws. Any awarded Vendor must submit a certification of compliance with E-Verify to the awarding agency, and on a periodic basis thereafter as may be required by the State.
- 9) **RESTRICTIONS ON CONTRACTS WITH THE STATE**: Reserved

## C. General Conditions for Proposals

- 1) **DEFINITIONS, ACRONYMS AND ABBREVIATIONS**: Generally, see 9 NCAC 06A.0102 for definitions. The following are additional defined terms:
  - a) 24x7: A statement of availability of systems, communications, and/or supporting resources every hour (24) of each day (7 days weekly) throughout every year for periods specified herein. Where reasonable downtime is accepted, it will be stated herein.

Otherwise, 24x7 implies NO loss of availability of systems, communications, and/or supporting resources.

- b) ADA: Americans with Disabilities Act
- c) ANI: Automatic Number Identification
- d) CPU: Central Processing Unit
- e) CDR: Call Detail Record
- f) CLEC: Competitive Local Exchange Carrier
- g) DNS: Domain Name System
- h) DTMF: Dial Tone first/Multi-Frequency (e.g., "touch-tone")
- i) Deliverables: Deliverables, as used herein, shall comprise all Hardware, Vendor Services, professional Services, Software and provided modifications to any Software, and incidental materials, including any goods, Software or Services access license, data, reports and documentation provided or created during the performance or provision of Services hereunder. Deliverables include "Work Product" and means any expression of Licensor's findings, analyses, conclusions, opinions, recommendations, ideas, techniques, know-how, designs, programs, enhancements, and other technical information; but not source and object code or software.
- j) EST: Eastern Standard Time
- k) FCC: Federal Communications Commission
- l) Goods: Includes intangibles such as computer software; provided, however that this definition does not modify the definition of "goods" in the context of N.C.G.S. §25-2-105 (UCC definition of goods).
- m) HTTP: HyperText Transfer Protocol
- n) IXC: Interexchange carrier
- o) LEC: Local Exchange Carrier
- p) LIDB: Line Identification Data Base
- q) NCDIT or DIT: NC Department of Information Technology
- r) NCDPS or DPS: The NC Department of Public Safety.
- s) NCPUC: North Carolina Public Utilities Commission
- t) NPA: Numbering Plan Area (i.e., area code)
- u) NXX: First three digits of a local telephone number
- v) Open Market Contract: A contract for the purchase of goods or Services not covered by a term, technical, or convenience contract.
- w) OPUS: Offender Population Unified System
- x) PIC: Preferred interexchange carrier
- y) PIF: Premise Imposed Fee
- z) PIN: Personal Identification Number for inmate
- aa) PREA: Prison Rape Elimination Act
- bb) Public Use: A payphone that is generally accessible by the public
- cc) Reasonable, Necessary or Proper: as used herein shall be interpreted solely by the State of North Carolina.
- dd) RFP: Request for Proposal
- ee) SOIU: Special Operations and Intelligence Unit
- ff) SRG: Security Risk Group
- gg) TDD/TTY: Telecommunication device for the deaf
- hh) Technical Specifications: Means, as used herein, a specification that documents the requirements of a system or system component. It typically includes functional specifications, performance specifications, interface requirements, design specifications, development standards, maintenance standards, or similar terms. Compliance with technical specifications.

- ii) TGR: Total Gross Revenue
  - jj) The State: Is the State of North Carolina, and its Agencies.
  - kk) Vendor: Company, firm, corporation, partnership, individual, etc., submitting an offer in response to a solicitation.
  - ll) VPIN: Voice Biometrics for Inmates
  - mm) WAN: Wide Area Network
- 2) **READ AND REVIEW:** It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and comply with all specifications, requirements and the State's intent as specified herein. If a Vendor discovers an inconsistency, error or omission in this solicitation, the Vendor should request a clarification from the State's contact person listed on the front page of the solicitation. Questions and clarifications must be submitted in writing and may be submitted by personal delivery, letter, fax or e-mail within the time period identified hereinabove.
  - 3) **VENDOR RESPONSIBILITY:** The Vendor(s) will be responsible for investigating and recommending the most effective and efficient technical configuration. Consideration shall be given to the stability of the proposed configuration and the future direction of technology, confirming to the best of their ability that the recommended approach is not short lived. Several approaches may exist for hardware configurations, other products and any software. The Vendor(s) must provide a justification for their proposed hardware, product and software solution(s) along with costs thereof. Vendors are encouraged to present explanations of benefits and merits of their proposed solutions together with any accompanying Services, maintenance, warranties, value added Services or other criteria identified herein. The Vendor acknowledges that, to the extent the awarded contract involves the creation, research, investigation or generation of a future RFP or other solicitation; the Vendor will be precluded from bidding on the subsequent RFP or other solicitation and from serving as a subcontractor to an awarded vendor. The State reserves the right to disqualify any vendor if the State determines that the vendor has used its position (whether as an incumbent Vendor, or as a subcontractor hired to assist with the RFP development, or as a Vendor offering free assistance) to gain a competitive advantage on the RFP or other solicitation.
  - 4) **ELIGIBLE VENDOR:** The Vendor certifies that in accordance with N.C.G.S. §143-59.1(b), Vendor is not an ineligible vendor as set forth in N.C.G.S. §143-59.1 (a).
  - 5) **ORAL EXPLANATIONS:** The State will not be bound by oral explanations or instructions given at any time during the bidding process or after award. Vendor contact regarding this RFP with anyone other than the Agency contact or procurement officer named on Page 2 above may be grounds for rejection of said Vendor's offer. Agency contact regarding this RFP with any Vendor may be grounds for cancellation of this RFP.
  - 6) **INSUFFICIENCY OF REFERENCES TO OTHER DATA:** **Only information that is received in response to this RFP will be evaluated.** Reference to information previously submitted or Internet Website Addresses (URLs) will not suffice as a response to this solicitation.
  - 7) **CONFLICT OF INTEREST:** Applicable standards may include: N.C.G.S. §§143B-1352 and 143B-1353, 14-234, and 133-32. The Vendor shall not knowingly employ, during the period of the Agreement, nor in the preparation of any response to this solicitation, any staff who are, or have been, employed by a Vendor also in the employ of the State and who are providing Services involving, or similar to, the scope and nature of this solicitation or the resulting contract.

- 8) **CONTRACT TERM:** A contract awarded pursuant to this RFP shall have an effective date as provided in the Notice of Award. The term shall be five (5) years, and will expire upon the anniversary date of the effective date unless otherwise stated in the Notice of Award, or unless terminated earlier. The State retains the option to extend the Agreement for three (3) additional **one** (1) year periods at its sole discretion.
- 9) **EFFECTIVE DATE:** This solicitation, including any Exhibits, or any resulting contract or amendment shall not become effective nor bind the State until the appropriate State purchasing authority/official or Agency official has signed the document(s), contract or amendment; the effective award date has been completed on the document(s), by the State purchasing official, and that date has arrived or passed. The State shall not be responsible for reimbursing the Vendor for goods provided nor Services rendered prior to the appropriate signatures and the arrival of the effective date of the Agreement. No contract shall be binding on the State until an encumbrance of funds has been made for payment of the sums due under the Agreement.
- 10) **RECYCLING AND SOURCE REDUCTION:** It is the policy of this State to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable, and less toxic to the extent that the purchase or use is practicable and cost-effective. We also encourage and promote using minimal packaging and the use of recycled/recyclable products in the packaging of goods purchased. However, no sacrifice in quality of packaging will be acceptable. The Vendor remains responsible for providing packaging that will protect the commodity and contain it for its intended use. Vendors are strongly urged to bring to the attention of the purchasers at the NCDIT Statewide IT Procurement Office those products or packaging they offer which have recycled content and that are recyclable.
- 11) **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to N.C.G.S. §§143B-1361(a), 143-48 and 143-128.4 and any applicable Executive Order, the State invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. Additional information may be found at: <http://ncadmin.nc.gov/businesses/hub/>.
- 12) **CLARIFICATIONS/INTERPRETATIONS:** Any and all amendments or revisions to this document shall be made by written addendum from the DIT Procurement Office. Vendors may call the purchasing agent listed on the first page of this document to obtain a verbal status of contract award. If either a unit price or extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.
- 13) **RIGHTS RESERVED:** While the State has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the State of North Carolina, or the procuring Agency, to award a contract. Upon determining that any of the following would be in its best interests, the State may:
- a) waive any formality;
  - b) amend the solicitation;
  - c) cancel or terminate this RFP;
  - d) reject any or all offers received in response to this RFP;
  - e) waive any undesirable, inconsequential, or inconsistent provisions of this RFP;
  - f) if the response to this solicitation demonstrate a lack of competition, negotiate directly with one or more Vendors;
  - g) not award, or if awarded, terminate any contract if the State determines adequate State funds are not available; or

- h) if all offers are found non-responsive, determine whether Waiver of Competition criteria may be satisfied, and if so, negotiate with one or more known sources of supply.
- 14) **ALTERNATE OFFERS:** The Vendor may submit alternate offers for various levels of service(s) or products meeting specifications. Alternate offers must specifically identify the RFP specifications and advantage(s) addressed by the alternate offer. Any alternate offers must be clearly marked with the legend as shown herein. Each offer must be for a specific set of Services or products and offer at specific pricing. If a Vendor chooses to respond with various service or product offerings, each must be an offer with a different price and a separate RFP offer. Vendors may also provide multiple offers for software or systems coupled with support and maintenance options, provided, however, all offers must satisfy the specifications.

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Alternate offers must be clearly marked  
**“Alternate Offer for ‘name of Vendor’”**  
and numbered sequentially with the first offer if separate offers are submitted.  
This legend must be in bold type of not less than 14-point type on the face of the offer, and on  
the text of the alternative offer.

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- 15) **CO-VENDORS:** Vendors may submit offers as partnerships or other business entities. Such partners or other “co-Vendors”, if any, shall disclose their relationship fully to the State. The State shall not be obligated to contract with more than one Vendor. Any requirements for references, financial statements or similar reference materials shall mean **all** such partners or co-Vendors.
- 16) **SUBMITTING AN OFFER:** Each Vendor submitting an offer warrants and represents that:
- a) The offer is based upon an understanding of the specifications and requirements described in this RFP.
  - b) Costs for developing and delivering responses to this RFP and any subsequent presentations of the offer as requested by the State are entirely the responsibility of the Vendor. The State is not liable for any expense incurred by the Vendors in the preparation and presentation of their offers.
- 17) **SUBMITTED MATERIALS:** All materials submitted in response to this RFP become the property of the State and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the State and the Vendor resulting from this RFP process.
- 18) **MODIFICATIONS TO OFFER:** An offer may not be unilaterally modified by the Vendor.

#### **D. Evaluation Process**

- 1) **BEST VALUE:** "Best Value" procurement methods are authorized by N.C.G.S. §§143-135.9 and 143B-1350(h). The award decision is made based on multiple factors, including: total cost of ownership, meaning the cost of acquiring, operating, maintaining, and supporting a product or service over its projected lifetime; the evaluated technical merit of the Vendor's offer; the Vendor's past performance; and the evaluated probability of performing the specifications stated in the solicitation on time, with high quality, and in a manner that accomplishes the stated business objectives and maintains industry standards compliance.

The intent of "Best Value" Information Technology procurement is to enable Vendors to offer and the Agency to select the most appropriate solution to meet the business objectives defined in the solicitation and to keep all parties focused on the desired outcome of a procurement. Evaluation shall also include compliance with information technology project management policies, compliance with information technology security standards and policies, substantial conformity with the specifications, and other conditions set forth in the solicitation.

- 2) **SOURCE SELECTION:** A trade-off/ranking method of source selection will be utilized in this procurement to allow the State to award this RFP to the Vendor providing the Best Value, and recognizing that Best Value may result in award other than the lowest price or highest technically qualified offer. By using this method, the overall ranking may be adjusted up or down when considered with, or traded-off against other non-price factors. Vendors responses will be reviewed to determine technical viability and capacity as well as ease of integration. Vendors will be qualified based on their ability to meet or exceed the requirements described herein. Vendors will also need to demonstrate a clear understanding of the requirements and their ability to provide the described service. Pricing of services/transaction fees as well as proof of concept will be required of vendors. Vendors must provide proof of services that include inspection and demonstration of such services at a location where they are fully operational and functioning.
  - a) The evaluation committee may request clarifications, an interview with or presentation from any or all Vendors as allowed by 9 NCAC 06B.0307. However, the State may refuse to accept, in full or partially, the response to a clarification request given by any Vendor. Vendors are cautioned that the evaluators are not required to request clarifications; therefore, all offers should be complete and reflect the most favorable terms. Vendors should be prepared to send qualified staff to Raleigh, North Carolina, to discuss technical and contractual aspects of the offer.
  - b) Evaluation Process Explanation. State Agency employees will review all offers. All offers will be initially classified as being responsive or non-responsive. If an offer is found non-responsive, it will not be considered further. All responsive offers will be evaluated based on stated evaluation criteria. Any references in an answer to another location in the RFP materials or Offer shall have specific page numbers and sections stated in the reference.
  - c) To be eligible for consideration, a Vendor's offer must substantially conform to the intent of all specifications. Compliance with the intent of all specifications will be determined by the State. Offers that do not meet the full intent of all specifications listed in this RFP may be deemed deficient. Further, a serious deficiency in the offer to any one factor may be grounds for rejection regardless of overall score.
  - d) Vendors are advised that the State is not obligated to ask for, or accept after the closing date for receipt of offer, data that is essential for a complete and thorough evaluation of the offer.
- 3) **BEST AND FINAL OFFERS (BAFO):** If negotiations or subsequent offers are solicited, the Vendors shall provide BAFOs in response. Failure to deliver a BAFO when requested shall disqualify the non-responsive Vendor from further consideration. The State may establish a competitive range based upon evaluations of offers, and request BAFOs from the Vendors within this range; e.g. "Finalist Vendors". The State will evaluate BAFOs and add any additional weight to the Vendors' respective offer. Additional weight awarded from oral presentations and product demonstrations during negotiations, if any, will be added to the previously assigned weights to attain their final ranking.

- 4) **EVALUATION CRITERIA:** Each of the criteria below shall be evaluated in accordance with the solicitation documents:
- a) Substantial Conformity to Solicitation Specifications
  - b) Strength of references relevant or material to technology area(s) or Specifications.
  - c) Illustration(s) and/or explanations of the Statewide Technical Architecture objectives, principles and best practices to the proposed solution.
  - d) Cost

Evaluation Criteria	Applicable RFP Section
Technical Response, Presentation and Demonstrations	Section III and Attachment F – Technical Specifications
References and Past Performance on Similar Contracts	Attachment D – Vendor References
Vendor Business Information	Attachment C, Section VI
Implementation Plan and Support Services	Section III
Overall Quality and Organization of the Vendor’s Response to the Proposal	RFP Documentation, Section VI
Cost Per Minute – Local, Long Distance and International	Attachment E – Cost Response Form and Section 4

- 5) **PAST PERFORMANCE:** The Vendor may be disqualified from any evaluation or award if the Vendor or any key staff proposed, has previously failed to perform satisfactorily during the performance of any contract with the State, or violated rules or statutes applicable to public bidding in the State.
- 6) **EVALUATION METHOD:** Ranking or Ordinal will be employed
- 7) **INTERACTIVE PURCHASING SYSTEM (IPS):** The State has implemented links to the Interactive Purchasing System (IPS) that allow the public to retrieve offer award information electronically from our Internet web site: <https://www.ips.state.nc.us/ips/>. Click on the IPS BIDS icon, click on Search for BID, enter the Agency prefix-offer number 19-RFP-014560-BKS, and then search. This information may not be available for several weeks dependent upon the complexity of the acquisition and the length of time to complete the evaluation process.
- 8) **PROTEST PROCEDURES:** Protests of awards exceeding \$25,000 in value must be submitted to the issuing Agency at the address given on the first page of this document. Protests must be received in this office within fifteen (15) calendar days from the date of this RFP award and provide specific reasons and any supporting documentation for the protest. **All protests will be governed by Title 9, Department of Information Technology (formerly Office of Information Technology Services), Subchapter 06B Sections .1101 - .1121.**

### III. Technical Proposal

- 1) **ENTERPRISE ARCHITECTURE STANDARDS**: Reserved
- 2) **ENTERPRISE LICENSING**: Reserved
- 3) **VIRTUALIZATION**: Reserved
- 4) **NCID**: Reserved
- 5) **CLOUD SERVICE PROVIDERS (CSPs)**: Reserved
- 6) **EQUIVALENT ITEMS**: Reserved
- 7) **LITERATURE**: All offers shall include specifications and technical literature sufficient to allow the State to determine that the proposed solution substantially meets all specifications. This technical literature will be the primary source for evaluation. If a specification is not addressed in the technical literature it must be supported by additional documentation and included with the offer. Offer responses without sufficient technical documentation may be rejected.
- 8) **EQUIVALENT GOODS**: Reserved
- 9) **DEVIATION FROM SPECIFICATIONS**: Any deviation from specifications indicated herein must be clearly identified as an exception and listed on a separate page labeled "Exceptions to Specification." Any deviations shall be explained in detail. **The Vendor shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable. Offers of alternative or non-equivalent goods or services may be rejected if not found substantially conforming; and if offered, must be supported by independent documentary verification that the offer substantially conforms to the specified goods or services specification.**
- 10) **TECHNICAL SPECIFICATIONS**: Means, as used herein, a specification that documents the requirements of a system or system component. It typically includes functional requirements, performance requirements, interface requirements, design requirements, development standards, maintenance standards, or similar terms. Substantial conformity with technical specifications is required.
  - a) Site and System Preparation: Vendors shall provide the Purchasing State Agency complete site requirement specifications for the Deliverables, if any. These specifications shall ensure that the Deliverables to be installed or implemented shall operate properly and efficiently within the site and system environment. The Vendor shall advise the State of any site requirements for any Deliverables required by the State's specifications. Any alterations or modification in site preparation which are directly attributable to incomplete or erroneous specifications provided by the Vendor and which would involve additional expenses to the State, shall be made at the expense of the Vendor.
  - b) Specifications: The apparent silence of the specifications as to any detail, or the apparent omission of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only processes, configuration, material and workmanship of the first quality may be used. Upon any notice of noncompliance provided by the State, Vendor shall supply proof of compliance with the specifications.

Vendor must provide written notice of its intent to deliver alternate or substitute Services, products, goods or other Deliverables. Alternate or substitute Services, products, goods or Deliverables may be accepted or rejected in the sole discretion of the State; and any such alternates or substitutes must be accompanied by Vendor's certification and evidence satisfactory to the State that the function, characteristics, performance and endurance will be equal or superior to the original Deliverables specified. See, Acceptance Criteria, below.

- c) Please describe your proposed solution's ability to meet the following specifications, including capabilities, features, and limitations:

**A. Inmate Communications System Specifications – General**

- 1) Inmate Phone System: The Vendor should provide a user-friendly integrated system that includes the ability to process collect, debit, prepaid, local, long distance and international inmate calls, log and store call records, call controls, an investigative suite, system operation monitoring and system reports as specified in all Inmate Communications System Specification Sections. This system shall allow DPS-Prisons staff to listen to inmate calls to ascertain fraudulent activity and support internal disciplinary action and legal prosecution of the perpetrating parties. The system shall be compatible with DPS-Prisons owned inmate phones and network components currently installed in facilities.
- 2) Contract Staff: The Vendor should provide a minimum of 10 staff who will be assigned full time to work out of DPS-SOIU Statewide. These staff will be providing assistance with investigative requests, biometric failure research/reset debit call research and other responsibilities of contract support. The State will provide office space for contract staff. A list of skills and abilities required for contract staff will be identified by DPS-SOIU. DPS-SOIU will interview, do background checks and approve all of the on-site vendors before assignment. Five of the contract staff will be in place within 30 days of contract award. The remaining five contractors will be in place within 90 days of contract award. Vendor will be responsible for providing all required computer equipment for their staff. During contract term, any vacancy will be filled within thirty days. At contract termination, there will be no restrictions on the current contract staff transitioning employment to a new Vendor, if mutually agreeable.
- 3) Investigative Work Stations: The Vendor should provide initially up to 20 investigators work stations as part of this contract. An additional 5 workstations may be requested during each contract extension at no cost to DPS. The work stations will consist of the following components. All provided workstations will be replaced with state of the art upgraded equipment at a minimum of every 3 years.
  - a. Personal Computers with Windows 7 or more current operating system with the ability to be networked with the Vendor's network as well as the State's network.
  - b. Dual flat screen monitors minimum 17" to allow for multiple windows to be displayed.

- c. Each desktop PC shall be equipped with a high quality wireless Bluetooth noise cancelling headset approved by the DPS allowing DPS staff to privately review call recordings or monitor live calls.
- d. Color Laser Printer and all required printer cartridges for the term of contract.
- e. Microsoft Office Software – Most current business version that includes MS Word, MS Excel, MS PowerPoint compatible with viewing and changing documents created in MS Word 2010 and more recent versions.
- f. Adobe Reader Software most current version
- g. Vendor is responsible for providing connectivity for the computers.
- h. Browsers:

The Vendor shall provide access by the Vendor's Site Administrators and authorized DPS staff via standard web-browser for both system administration and system reporting functions. The system shall support, at a minimum, the current release of the following web-browsers:

- Microsoft Internet Explorer
- Mozilla Firefox
- Google Chrome

The Vendor will identify whether the Inmate Phone System is compatible with additional web browsers, and if so, list such browsers

- 4) Mobile Work Station: The Vendor will provide at least 5 mobile laptops that will be rotated among on call staff to be used after hours for emergency investigative work. The devices will have the same capabilities as full size work stations. The mobile device has to be able to operate in locations where network or Wi-Fi access may not be available. **Describe what equipment will be provided and how it will work to meet these specifications.**
- 5) Recording and Retention of Calls: The inmate telephone system should have the capability of simultaneously record all inmate calls. All inmate phone calls will be recorded and the recordings stored for future reference for a minimum of 24 months. Recording should begin when the inmate phone goes off hook and should include messaging and call acceptance. Attempted call recordings of voice biometrics pass or fail must also be recorded. The monitoring equipment proposed must be connected to the special centralized inmate call control system. Storage of recorded conversations must provide security measures to ensure they have not been tampered with. This security must extend to recordings transferred to external mediums used for court proceedings. Any call recording identified as DPS-SOIU of a legal nature can be locked in the system, preventing it from being discarded during the contract term. Recordings shall be stored in multiple locations to ensure catastrophic events do not compromise, alter or destroy the integrity of the call bank.

All inmate telephone recordings and locked recordings shall remain the property of DPS and will be transferred to any upgraded or replacement system during the contract term.

At contract end, the most current 24 months' worth of call recordings and any locked calls will be transferred to the Vendor awarded the replacement contract. **The Vendor should describe the recording monitoring system being offered, how the data will be protected from catastrophic events, how a call is locked to prevent deletion and the formats call recordings could be provided to integrate into a new Vendor's system at contract end.**

- 6) Call Processing: The system must give the inmate a choice to make local, long distance and international collect, prepay or debit calls, and must furnish rates on request to the called party. These options must be given during the call setup process. **Vendor must explain how the proposed system will work with the current DPS-Prisons inmate phones to meet this specification, including: how the inmate will dial; how the phone will function; and how the system will process the specified call. Give the call setup time from when the inmate goes off hook until the time the call is connected to the called party. The system should allow the inmate to listen to the call-in progress during acceptance or denial by the called party.**
- 7) Compatibility: Any equipment or software provided must be compatible with DPS-Prisons - owned payphones and the network equipment located at each facility. Proposals to replace and/or upgrade the current inmate phone technology owned and installed in all DPS-Prisons will be considered. However, the State will bear no expense for any proposed changes. The Vendor will grant DPS-Prisons ownership of any equipment installed in any DPS-Prisons facility upon installation. If a compatibility test is required, this should be scheduled with Mike Hall at (919) 618-9655. Any such compatibility testing must be completed prior to the, June 28, 2019 RFP Deadline for Questions. **Vendor should provide in its proposal, details on the proposed equipment to show that it will be compatible with DPS-Prisons owned payphones.**
- 8) eSystem Documentation- At the completion of the installation of the Inmate phone system, the Vendor should provide a complete set of system reference manuals at each DPS facility which shall include, but not be limited to, information specific to the installation at each DPS facility. These manuals may be provided in electronic format on Compact Disc. All Help Files shall be native to the system and allow access by DPS staff while logged onto the system.
- 9) The Vendor should describe how it will provide written procedures at each DPS facility that instruct DPS staff on how to report system troubles, escalate system troubles within the Vendor's organization, contract Vendor staff during weekend shifts, etc. The Vendor shall update such written procedures on a quarterly basis during the term of this contract.

## **B. Inmate Communications System Specifications - Customer Service and Support**

- 1) Customer Billing Options: The Vendor should describe how it will provide customers several options of making payments to their accounts. Customers can make payments over the internet, by contacting customer service, by contacting an IVR system, by Vendor direct billing or by mailing funds directly to the Vendor. **Describe in detail how the proposed system will meet these requirements.**
  
- 2) Customer Service/Support With Live Operator Support: The Vendor should describe how it will provide the inmates' families, friends and persons receiving calls from inmates and any citizen who does not desire calls from inmates a central customer service center that must be accessed by a toll-free number and have access to live operators to respond to customer inquiries. This toll-free number must be clearly noted on all bills to customers and will be publicized to inmates' families at each prison location and through the DPS-Prisons Web Site. This service center must allow callers access to their account information, provide billing options and handle customer account issues, placing and removing blocks on lines at customers' request and billing issue concerns. There shall be practices and procedures in place to block unwanted calls. Customer Service must be available at a minimum 7 days a week 12 hours a day, 365 days a year. Calls must be answered within 2 minutes of entry into live customer service center. Service center shall provide a minimum of English and Spanish communications. **Please describe how live customer service will be provided. Describe in detail how the proposed system will meet these specifications.**
  
- 3) Customer Service/Support Automated and Internet Access: The Vendor should describe how it will provide the families, friends and persons receiving calls from inmates and any citizen who does not desire calls from inmate's access to customer service center via an automated telephone service or IVR system and access via a web page to respond to customer inquiries. The toll-free number and web link must be clearly noted on all bills to customers and will be publicized to inmates' families at each prison location and through the DPS-Prisons Web site. This automated system(s) must allow callers access to their account information, provide billing options and handle customer account issues and must be available 24/7/365. All IVR prompts should be provided in English and Spanish at minimum. **Describe in detail how the proposed system will meet these specifications.**
  
- 4) Vendor Website: The Vendor should describe how it will provide a website for public access that contains customer service numbers, information about programs, features, payment options available. The Vendor's information will also be posted on DPS-Prisons internal and external web pages. **Describe in detail how the proposed system will meet these specifications.**
  
- 5) Vendor System Support: The Vendor should describe how it will provide adequate employees to administer and manage daily operation of all services of the specialized inmate phone system. The Vendor shall provide staff support located in North Carolina Statewide dedicated to the DPS-Prisons\SOIU. Staffing at this local level is required M-F 7:30-5 at a minimum. 24x7x365 support must also be provided but can be provided directly or remotely if appropriate.

This support will include operations/support employee(s) with broad knowledge of the inmate control system being offered, investigative functions of the system, network infrastructure, knowledge of SQL and strong data analysis skills. Specific duties of the dedicated employee(s) will include, but are not limited to, updating PIN information from DPS-Prisons nightly file, assisting with responses to inmate complaints, compiling complex graphs and spreadsheets, acting as liaison between DPS-Prisons\SOIU and Vendor's technical support and application development departments, generating special reports, training DPS-Prisons\SOIU employees on system operation, assisting DPS-Prisons with issues with inmate phones and inmate call control system, and liaison between DPS-Prisons and any subcontractors on service-affecting issues. The Vendor shall provide a single point of contact for handling financial, commission or billing inquiries, a second point of contact can be used for technical issues. DPS-Prisons may screen any and all Vendor employees as Departmental employees are screened. **Vendor should describe plan to administer the inmate communication system, location of support staff, level of staff expertise and services to be provided. This plan must include administrative and technical support.**

- 6) Vendor On-Site Equipment Support: Vendor must be able to provide support at no cost to the State to repair inmate payphones. Field support from qualified technicians must be available 24/7/365. Vendor is required to have a technician respond to location needing repairs within 12 hours of notification. The Vendor shall provide telephone equipment staff who are fully trained, manufacturer qualified to work on the equipment and software to be serviced. The Vendor will be responsible for all required parts for repair of inmate phones and associated equipment during the contract term and will provide DPS-Prisons with adequate spare inventory. The vendor **shall** be responsible for replacement of the telephone equipment in its entirety or its individual components regardless of cause including normal wear/use, inmate/resident abuse, natural disaster, other force majeure events, and inmate/resident unrest. The vendor shall provide the agency the ability to track and view all open trouble tickets in real time via a web interface into the vendor's trouble ticket management system. The tracking system must have the capability to search tickets, provide reports, view history, and audit information. The tracking system must have the capability to include reporting on all issues and questions addressed through the help desk.
- 7) Support Team Security Requirement- The Field Support Team assigned to serve the Inmate phone specifications for the DPS shall comply with all security policies and procedures of the DPS throughout the duration of the contract, as may be amended from time to time by the DPS in its sole discretion. All decisions of the DPS relating to a security consideration, policy or procedure of any kind are final and are not subject to arbitration.

The actual security of supplies, tools, systems and equipment in the DPS's designated Inmate phone areas are the responsibility of the Vendor, and the Vendor shall adhere to all DPS written tool security policies and procedures.

Upon contract award and prior to any work being performed by Vendor staff on-site at any DPS facility, the Vendor shall furnish a list of all installation and service employees who will need access to the secure areas of DPS facilities. This list of staff shall include:

- a) first name, middle initial, and last name;
- b) date and place of birth;
- c) current residential address;

d) driver's license state and number;

All Vendor staff shall receive security and background clearance by the DPS and DCI prior to provision of services. See Section 11 – Background Checks for details. The DPS will not unreasonably withhold or delay such clearance.

Security clearance by the DPS is mandatory before any employee of the Vendor will be allowed to enter the DPS institution. Admittance to DPS facilities will be denied to any Vendor employee who, in the opinion of DPS, may compromise the security of DPS facilities.

DPS management will maintain a current list of the Vendor's employees with security clearance at DPS facilities. The Vendor shall immediately notify DPS whenever an employee on this list is no longer employed by the Vendor so that the employee's name shall be removed from the security clearance list.

Should any employee of the Vendor be terminated from his/her position or otherwise disciplined for any reason which may affect the security of DPS facilities (i.e., stealing, drugs, improperly distributing drugs to inmates or staff, improper fraternization with inmates, etc.), DPS shall be notified in writing immediately.

During the term of this contract, DPS reserves the right to reject staff assigned to the Account Team including staff from the Vendor and staff from any subcontractors utilized by the Vendor during the life of the contract. This rejection is at the sole discretion of DPS and is not open to arbitration and not subject to any existing labor agreements between the Vendor and its employees.

DPS reserves the right to request the re-assignment of any Vendor staff they believe are not performing in a proper or professional manner within the DPS's facilities causing disruption, security issues or embarrassment to DPS staff or visitors. Should such reassignment of staff be requested by DPS, the Vendor shall provide replacement staff immediately in order to meet assigned installation dates or facilitate necessary repairs or service.

The Vendor shall ensure that all installation staff assigned to inmate phones installed at DPS facilities appear at the specific DPS site fully equipped to perform the installation duties required. "Fully Equipped" is described as possessing all tools, cable, connectors, ladders, test equipment, termination equipment, etc. needed to complete the required installation or repair without requiring DPS to supply such items.

The Vendor shall ensure that all installation and repair staff assigned to the Inmate Phone System at DPS be listed on the secure clearance list and appear at the DPS site dressed in a professional manner and possessing company photo identification.

All DPS facilities are considered "tobacco free". The Vendor shall agree to inform its installation and repair staff of such non-tobacco regulations and enforce such at DPS's premises.

Vendor shall be responsible for all equipment in its entirety, including replacement for normal wear and tear, offender abuse, natural disaster, or other event at no cost to DPS.

- 8) Describe, in detail, your company's service and maintenance program. Include remote programming, diagnostics, downloading and trouble-shooting. Vendor shall provide their committed on-site repair times and proposed level of services for DPS facilities. In table form, provide physical location(s) of technician(s) serving each DPS-Prison facility along with drive time to each facility.
- 9) Called Party Prepayment Plan: A prepayment plan available through the Vendor's customer service center for individuals that receive collect calls from inmates in DPS-Prisons is required. This proposed system would allow individuals to specify amounts to be put in an account with the Vendor to allow an inmate to call them collect at specified numbers. (Example: A customer could request that \$100.00 be put into an account to allow Inmate John Smith PIN#1234567 to call them at their home phone, office phone and cell phone). The Vendor would provide customers several options of making payments to these prepaid accounts, which should include direct payment to Vendor, money order, cashier check, credit card payments or Western Union Payment. **All fees associated with all payment options must be provided with explanation of purpose of the cost/fee.** There should be at least one method of funding prepaid accounts that have no costs/fees associated with the transaction. A minimum deposit of \$15.00 and a maximum deposit of \$200.00 must be allowed. All cost/fees will be the same for all deposit amounts. Any fees charged for prepaid collect calls shall be approved by the North Carolina Public Utilities Commission and the Federal Communications Commission as required. **Describe in detail how the proposed system will meet these specifications.**
- 10) Quarterly Meetings: Vendor will plan quarterly update meetings at the customer site to provide updates on contract adherence, outstanding issues, system operation and downtime and revenue comparison. The Vendor should include key staff able to respond to any questions or concerns identified during the quarterly meeting. Additional face to face meetings may be required as requested by customer.
- 11) Conference/Video Calls: At the customer's request, the Vendor will facilitate weekly, bi-monthly or monthly conference/video calls to discuss implementation of contract, new features or contract concerns. The Vendor will include staff with the expertise to provide updates to the customer. Vendor is responsible for providing access at no cost to the State.
- 12) Service Interruption: Vendor should describe its provisions for recovery from service interruption as follows:
- a. Any outage that affects (10) or more locations, loss of more than 50% of calling capability or identified as a serious security risk by DPS, is considered a major outage and requires the highest escalation procedures by the Vendor. Service restoration is required within two (2) hours. If service is not restored within two (2) hours, a backup plan must be initiated to temporarily restore service till the issue is resolved. All other outages require service restoration within six (6) hours. If service is not restored within (6) hours, a backup plan must be initiated to temporarily restore service till the issue is resolved.
  - b. In the event a technical problem necessitates a switch of long distance service, the Vendor must provide service without any commission rate changes.

- c. In the event operator services fail or overflow, the Vendor must have alternative routing, to other facilities or to another operator service that will be transparent to the user and provide minimum interruption in service.
- 13) Escalation Procedure: Major service-affecting problems that are not resolved within two (2) hours will constitute a prolonged outage and shall be escalated by the Vendor. The Vendor shall adhere to the escalation procedure in its accepted proposal, and shall keep DPS advised of any changes in staff and/or contact information for those people in the escalation chain. The Vendor's escalation procedure shall include a single point of contact and a project manager with toll-free numbers and cell phone numbers provided for 24x7x365 access. The plan shall delineate clear lines of authority and responsibility.
- 14) System Operation Monitoring: The Vendor should provide a system that monitors operations of their network and components. It should monitor operation of any networks, hardware, systems and applications that constitute the inmate call control system. The monitoring system should provide visibility of systems operations, minor and major alarms, network connectivity lose, HTTP access is lost, and/or server disk conditions are over 80% - 85% full. The proposed system will have visibility of servers, routers, hubs, and workstations being supported as part of the contract. System status information should be real time. Constant monitoring of CPU errors, network errors, Web server HTTP errors, DNS server errors, and server errors is required. Any alarms should be identified and defined in order of severity. Network Administrator notification system should be implemented in conjunction with the alert system when conditions require immediate attention from the Administrator. The system shall be monitored 24x7x365 by Vendor. DPS management staff will have visibility of all major outages and receive automated notification of when such outages occur. DPS will work with Vendor after contract award to identify what constitutes a major alarm. **Describe in detail how the proposed system meets these specifications.**
- 15) Revenue Monitoring System: The proposed system will provide a web-based application that will allow DPS management staff the ability to watch for trends in revenue flow, monitor phones with unexpected low or no revenue, and compare revenue streams. The proposed system should provide the capability for DPS to review revenue data real-time on a daily basis from its Raleigh offices and other remote locations. This system will allow for reports to be by phone, by prison, by hour of day, weekly or monthly. The system will provide the ability to do comparison of current data to historical data. A monthly revenue and call volume report could also be generated from this system. Reports will be able to be run a variety of formats (column, graph, MSWord, Excel, Adobe, etc.). **Describe in detail how the proposed system meets these specifications.**
- 16) Transfer/Availability of Data at Contract End: All inmate call records and investigative data is the property of DPS. It is the intent for DPS to maintain some if not all of the historical data (CDR's, recordings, debit balances, PINs, Attorney Numbers, blocked numbers, investigative files, etc.) at contract end. Contract end will include the end of the contract term, canceled before the end of the term or if the contract is extended past the term. This requirement shall survive the termination of the Contract without exception.

The data shall be provided to DPS, its designated representative, and/or the incoming Vendor, as applicable and at no cost. The transfer and availability of historical data is required in the following ways:

- a) Electronic transfer of some or all of historical data to the incoming Vendor for transfer to their proposed system.
- b) Availability through continued secure network access for a period of at least 24 months via workstations. Work stations and access will be supported by the Vendor for 24 months.

- 17) Transition Services at Contract End: All inmate call records and investigative data is the property of DPS. At contract end, calls will be transitioned to the new Vendor over a period of six (6) months. DPS will require the Vendor to provide Transition Services at the end of the contract term, if the contract is canceled before the end of the term or if the contract is extended past the term. These services shall be provided to DPS, its designated representative, and/or the incoming Vendor, as applicable and at no cost. This requirement shall survive the termination of the Contract without exception. Transition Services shall be required for a Period of up to twelve (12) months after the award of a new contract to ensure seamless transition to a new Vendor. During this period the Vendor shall be bound by all terms and conditions, including providing all services and commission, as set forth in the Contract. Required Transition Services will include continuation of the provision of inmate telephone services during the Transition Period, including providing commission to the State. **Please describe in details transition assistance provided correction's customers in the past.**
- 18) DIT/Vendor Cooperation: DPS is aware that sharing information between networks may be required to meet DPS requirements herein. The Vendor must comply with DPS/DIT Network Security Policies, which includes Firewall and Radius Authentication technologies. DIT will cooperate with the Vendor through meetings and discussions to assist Vendor in implementing a plan for the Vendor to send or retrieve needed information while complying with DPS/DIT security policies.
- 19) System Backup: Inmate phone service is critical and service must be maintained under all circumstances. Alternative resources must be available to provide system backup in case of damage, disaster, power failures or any other service disruption at any location. Vendor will provide an uninterrupted power source to any equipment located in the DPS-Prisons Raleigh Offices and in any DPS-Prisons facility that will maintain operation of equipment during power surges and commercial power failure. Operation will be maintained for a minimum of two hours. Vendor will furnish and utilize an uninterrupted power source or other backup supply for system equipment at any locations that house any Vendor-provided hardware that provides inmate phone service under this contract. This backup source is required for power surges and during losses of commercial power and will be maintained until normal full commercial power is restored. In addition, the Vendor shall provide necessary equipment and resources to ensure all inmate call records are backed up offsite to allow for recovery in case of a catastrophic loss of the original record source.

**Describe your methodology of meeting the aforementioned specifications for system backup for the inmate telephone system. The Vendor shall describe the service program, backup systems, as well as guaranteed response time, escalation process, stocking of spare parts, number of technicians, and their location. If this service is subcontracted, complete company identifications and contact information shall be submitted.**

- 20) First Call Attempt: The proposed system will notify the called party that an inmate is trying to call them and options of how they can receive future calls. The notification can happen by allowing the 1st call to be routed to a live customer service representative for account setup or by sending an automated message to the called number of a toll free number to set up account. Please describe the capability of the proposed system. This system should limit the number of calls to customers to no more than one a day. Script being used requires approval by DPS management. **Describe in detail how the proposed system will meet these specifications.**
- 21) Called Party Instructional Information and Training: The Vendor shall provide informational pamphlets to inmates' families, friends and persons receiving calls from inmates that provides information on applicable features and functions of the inmate telephone system upon installation as requested by DPS. Instructional information will also be requested on deployment of any new features during the contract term as requested by DPS. **Vendor must provide an outline of recommended training plan to assist DPS in notifying and training the inmate's families, friends and person receiving calls from inmates on account set up options, fees, rates, etc.**
- 22) Inmate Instructional Information and Training: The Vendor shall provide information to be posted or distributed to the inmate population that provides information on applicable features and functions of the inmate telephone system upon installation as requested by DPS. Flyers, posters, videos, and PowerPoint presentations are some of the recommended resources to be used to train the inmates. Instructional information will also be requested on deployment of any new features during the contract term as requested by DPS. **Vendor must provide an outline of recommended training plan to assist DPS in training the inmate population on the use of the system.**
- 23) DPS Staff Instructional Information and Training: The Vendor shall provide training to DPS for all features of the offered system. Training will be required for DPS Staff on system operations. DPS requires continuous training on system operations and features throughout the contract to ensure staff remain very familiar with system operation. Training on new features will be required. Flyers, posters, videos, PowerPoint presentations are some of the recommended resources to be used to train the DPS staff. **Vendor must provide an outline of training to be provided including length of training; subject to be covered; training materials and tools to be used, etc. If a replacement of current telephones is proposed, the Vendor must also provide training for programming, operating and maintaining the inmate phones.**

### C. Inmate Communication System Specifications - Call Controls

- 1) Call Forwarding Prevention: The DPS requires the prevention of inmate calls being directed to phone lines that have been call forwarded. The proposed system shall detect, log and/or prevent attempts to forward a call remotely call forwarding prior to a call being accepted and established. The system shall prevent connection and play a message to the inmate and called party of the reason the call processing was prevented. **Explain how this technology works, how has it been tested, where the technology is currently being used and for how long and the expected reliability. Also explain how this system would be compatible with DPS current inmate phones.**
- 2) Auto-Operator and Branding: All calls must be processed by an automated operator. The proposed system must not allow any communication by the inmate or called party to occur prior to proper call acceptance. At no time will an inmate be allowed connection with a live operator. The proposed system shall verbally identify the call as coming from the facility where it was made (example: "This is a collect call from John Smith at Sanford Correctional Center.") Both parties will be informed that calls are subject to monitoring and recording as part of the call acceptance. The call setup procedure and the auto-operator "script" must have prior approval of the DPS. The system shall inform the called party at selected intervals during the conversation that they are speaking with an inmate and the call is subject to monitoring and recording. The system shall allow for the inmate's name and name of the facility in real time uncompressed voice, to be announced to the called party prior to acceptance. Each facility must have its own "script," and the system must have the flexibility to customize messages for individual facilities and types of calls (example:" This is a collect call from Neuse Correctional Institution. This call may be monitored.") DPS may request changes to "scripts" during the contract term, and the Vendor shall implement these changes at no charge. Changes should be complete within a maximum of 3 weeks after request from DPS. **Describe in detail how the proposed system will meet these specifications.**
- 3) Inmate Name: The proposed system shall automatically upload the inmate's first and last name once required PIN(s), biometrics and any other required clearances have been successfully completed.
- 4) Personal Identification Numbers (PIN): Inmates have an 11-digit PIN to access the proposed system for making calls. This PIN is the inmate's 7 digit OPUS number plus 4 additional random digits. DPS maintains records of inmates entering and relocating within the system through the Offender Population Unified System (OPUS). The same PIN will be utilized for making calls in the Vendor's proposed system. DPS has a Web application to interface with OPUS to maintain PIN databases and provide access to inmate PIN formation for prison facilities. DPS will provide the Vendor a file that will be FTTP'd to the Vendor's server at least four (4) times in a twenty-four (24) hour period. The file will contain one record for each active inmate and each record will contain last name, first name, middle initial, gender, custody class code, control status code, current location, offender number, and current PIN number, Security Risk Group status and gang affiliation.

The Vendor will be required to update the inmate call control system with this information and have all data current in their system within one (1) hour of the electronic file transfer. The Vendor shall have procedures in place to monitor the automatic receipt of the file, and shall notify DPS if the file is not received, so arrangements can be made to have the file manually sent. The Vendor will be required to update the file manually in their system under special circumstances as requested by DPS.

The DPS PIN database prevents reissuing of PINs for inmates no longer incarcerated. After an inmate is released, the PIN will be maintained in a computer file, and disabled to prevent access by other inmates but subject to reactivation if the inmate should reenter the prison system. New inmates entering the prison system will be issued a temporary PIN at the receiving facility. This temporary PIN will begin with a "T" and will be kept by an inmate until DPS has completed the inmate's processing. At process completion, the inmate will be issued a permanent PIN.

Inmates issued temporary PINs have been instructed to dial an "8" in place of the "T" when placing calls. An inmate's PIN can only be used to make calls at the facility he/she is housed and cannot be used simultaneously and simultaneous attempts will be prevented and tagged to allow review and retrieval. A PIN must automatically move from location to location when an inmate moves and must be updated as soon as the file is received from DPS. Any time an inmate's OPUS number and/or 4-digit PIN numbers changes, the Vendor's proposed system must merge any call history and recordings to the newest PIN number. DPS does have some locations where residents are not required to enter a PIN number to make calls. The proposed system shall enable/disable PIN requirement by facility, individual phone or individual inmate. **Vendor must integrate PIN requirements with system and explain how this will be done. In addition, explain how the system will prevent PIN sharing between inmates and the proven success based on the technology being proposed.**

- 5) Inmate Initiated Secure PIN: The proposed system shall allow for an inmate to create an additional 4-6-digit secure number via an inmate phone if they so choose. This secure number is in addition to the 11-digit PIN number provided by the state's OPUS system. The inmate will be able to select what their secure PIN will be. An inmate will be able to change their secure PIN number via an inmate phone at registration during in processing or any other time as the inmate feels a new secure code is needed. There is not a limit of the number of secure PIN's an inmate can create, however, the same number cannot be used consecutively. **Describe in detail how the proposed system will meet these specifications. Please provide other customers that utilize this feature.**
  
- 6) Multi-lingual Capability: Vendor should describe how the proposed system provides multi-lingual messaging. Minimum languages desired are English and Spanish. Like the English message, the multi-lingual messaging must be heard by both parties simultaneously. Any messaging during the call process and until call end must remain in the language chosen by the inmate. Inmates should be able to choose the language by pressing a digit or by speaking into the phone. In the future, if DPS requires additional languages to be added to the system, the Vendor shall provide such language messaging within 6 weeks of request at no additional charge. **Vendor shall describe in its proposal the multi-lingual capabilities of its proposed system. How will an inmate access this feature?**

- 7) Automated Inmate Call Restrictions: DPS has several automated restrictions that must be managed by the proposed system. Security Risk Group inmates classified as a level 3 are allowed 2 completed calls per month. The system must prevent any additional calls within the 30-day period. Inmates also lose their telephone privileges based on disciplinary action for a specific period of time. All calls must be prevented for this inmate for the specific date range. Current call restrictions must be operational at system turn up and before any inmate calls are processed. During the contract period, DPS may implement additional restrictions on inmate phone privileges that will need to be automated in the proposed system. If such restrictions are implemented, the Vendor would be required to automate the process by number of calls an inmate makes daily/weekly/monthly, by time of day, by his/her PIN number, by special classification, custody and inmate level.

The Vendor will have two (2) months from being notified by DPS of implementation of a new call restriction to make any software modifications, complete testing and provide DPS a working solution for live testing prior to implementation statewide. **Describe in detail how the proposed system will meet these specifications.**

- 8) Call Timing: Currently all inmate calls are limited to 15 minutes. The Vendor's proposed system shall have the capability to time calls from 1 to 90 minutes. Timing must be programmable system-wide, facility-wide, by inmate phone, by PIN, and by individual's numbers on an Approved Calling List. DPS will determine whether the Vendor or DPS will control the call timing programming, based on DPS operational needs. Thirty seconds to one minute prior to call end, the system must provide an automated alert or message to the inmate and calling party indicating that the call will be ending. DPS will have the option to change time limits during the contract period. **Explain how your system will meet the specification for call timing.**
- 9) Phone On/Off Times: The proposed system must be able to allow or prevent calls at predetermined times of the day as determined by DPS administration. Phone on/off times are currently in operation and are different at most prison units and different and individual dorms and phones within a prison facility. The proposed system must have the capability to disable all or some phones at a facility for security reason in advance for a specific time period or immediately as needed. This capability must be operational with and/or without the use of PINs and Approved Calling Lists, and will be subject to change during the contract period. The Vendor's allowed calling time program must be dually accessible by DPS at its workstations, and the Vendor. DPS will determine whether the Vendor or DPS will control the allowed calling time programming, based on DPS operational needs. Phone on/off times must be programmable by each day of the week and at 15 minute increments of time. **Vendor shall explain in its proposal 1) how its system will provide programmable Phone on/off times, 2) how it will work in a PIN environment with an Approved Calling List, and without one, and 3) what is the length of time it will take to make a change in a Phone on/off times? Explain how your system will meet the specification for programming phone on/off times. How will it be programmed at the DPS workstation? How will it be programmed by the Vendor?**

- 10) Call Blocking: The proposed system must block all incoming calls, and inmates from dialing outgoing 1+, Operator (0-, 00-, 10xxx), information (411, 1-411, 555-1212, 1-555-1212), talk lines (900, 976, etc. exchanges), IXC access (950, 10xxx), emergency lines (911, etc.) and toll free lines (1-800, etc.) The Vendor's system must block any number requested to be blocked by DPS or by the called party. Blocking must have the capability to be done system wide, facility wide, or by an inmate's PIN. The system shall be capable of blocking an unlimited amount of individual numbers. Victim block list will be the property of DPS upon contract end. The Vendor shall state the method to be used to block telephone numbers. Blocked numbers shall be able to be entered at a central location and have immediate effect at the facility level or system-wide. At contract award, the Vendor will be provided a list of telephone numbers of victims and other citizens that do not want to receive calls from inmates within the DPS.

The Vendor will ensure that these blocks are programmed into their system prior to the system processing any inmate calls. **Provide details of how the call blocking will be accomplished system wide, facility wide, or by an inmate's PIN.**

- 11) Approved Calling List: The proposed system should have the capability to provide an Approved Calling List of a minimum of twenty (20) numbers for each PIN with a maximum as set by DPS. The Vendor may be required to implement and support Approved Calling Lists for all inmates in all facilities at any time during the contract period. A minimum of a) Inmate Automated Call list and b) Vendor Managed Call List are required. However, alternate options may be offered for consideration. The Vendor will be responsible for providing staffing to administer approved calling list for DPS facilities. DPS cannot dedicate staff resources for this purpose. All numbers must be verified through LIDB (Line Identification Data Base.) The system must have the flexibility to restrict specific numbers on an individual inmate's list without affecting the remainder of the inmate population. The proposed system can print an inmate's approved call list. Upon notification by DPS that this feature will be utilized, the Vendor will have 60 days to initiate approved calling lists operations for the inmate population. Once the system is implemented, the Vendor will be allowed no longer than two (2) calendar days to verify and program changes to an inmate's approved call list. The Vendor will accept changes to inmate list as required by DPS policy. DPS will allow updates to approved calling lists monthly but more frequent updates may be initiated at any time during contract term by DPS management.

a) Inmate Automated Call List: Allows the inmate population to set up and change their approved call list via the inmate phones. When allowed by DPS, any completed calls an inmate makes would be added to their approved call list automatically until the maximum number or time allowed to update the list is reached. The system must be able to identify duplicate dialed numbers and disregard the duplicate. Blocked or restricted numbers shall not be able to be added to an inmate's list. **Vendor must explain the technology to be used, how it works, the process for an inmate to delete and add numbers to their list, how it has been tested, the expected reliability and correctional locations where it is currently being used, a contact person for that location and for how long.**

b) Vendor Managed Call List: Requires Vendor to program approved list that have been filled out by inmates and faxed or scanned to the Vendor.

The system must be able to identify duplicate numbers and disregard the duplicate. Blocked or restricted numbers shall not be able to be added to an inmate's list. **Describe the technology to be used, how it works, the process for an inmate to delete and add numbers to their list, how it has been tested, the expected reliability and correctional locations where it is currently being used and for how long.**

- 12) Three-Way Call Detect/Block. The proposed system will detect, identify, and/or disconnect and report calls where a three-way call attempt is made. The proposed system shall be programmed to disconnect and/or identify three-way calls at all facilities or at specific facilities. This feature can be removed from an individual PIN, individual facility, individual phone or individual call destination. There must be no delay between call connection and the three-way call detection/disconnection feature activation. Reports of three-way call detection and/or disconnection must be standard reports readily available on the DPS workstation. **Describe how this feature works on the proposed system, where it is currently deployed and statistics of how effective the technology is.**
  
- 13) Voice Biometrics: Vendor must provide voice biometrics, or provide an alternate solution, as an added security measure to prevent inmates from sharing or misusing another inmate's PIN. The proposed system shall monitor biometrics at call set up and during the entire call duration. This feature must be an integrated part of the call processing system and must offer related analysis tools and capabilities. This feature can be activated or deactivated for an entire facility, individual phones, Inmate PIN or specific called number. The system should continue to monitor an inmate's voice during the call and should identify and notify when a change in voice biometrics occurs indicating, for instance, that another inmate is on the call. This feature will be provided at no cost to the state, inmate or called party. Alternate biometric options may be offered for consideration. **Please explain how DPS will be notified of voice biometric failures; how the cause of failure will be determined; what adjustments are available and process for correction of failures. Explain the technology to be used, where it is currently being used and how it has been tested. Also, explain if this system would be compatible with DPS current inmate phone network. If the proposed system cannot utilize the existing stored voice biometrics already in use, the Vendor will be required to provide all necessary staff resources for a supervised enrollment of all inmates. Please describe how the proposed system works and how it would be implemented. Explain how an inmate would initially register and how he/she will make a call using this technology.**
  
- 13) PREA (Prison Rape Elimination Act) Phone Line: The proposed system shall allow for inmates to make a free call to a specific number from any inmate phone to report PREA claims. The call will automatically be forwarded to a voicemail box with a recorded message that provides inmates reporting instructions. The inmate will be able to leave up to a 5-minute message in the mailbox. Specifically identified staff will be automatically notified via an e-mail anytime a call goes to the PREA phone line and staff will have access to the recorded message via a link in the e-mail notification. The Inmate Call control system will log and store these calls like any other inmate call. If additional lines similar in operation are required during contract term they will be provided by the Vendor at no cost. **Describe in detail how the proposed system will meet these specifications.**

- 15) TTY/TDD Teletypewriter: The vendor **shall** be responsible for providing a minimum of one (1) TDD/TTY devices for each facility. Additional devices may be requested by the Agency. The devices **will** be automated through the inmate phone system to provide automated TDD/TTY only service allow for automated collect calling to another TDD/TTY device if necessary. All TDD/TTY calls **will** be set to a call length by PIN administrator as determined by the Agency. All TDD/TTY calls **will** be recorded and be available for playback via the secure wide area network (WAN). All other factors regarding placement of phone sets and TDD/TTY devices as well as any modifications **shall** be ADA compliant through modifications as required.
- 16) Auto Alert: The proposed system shall allow DPS to identify PINs or phone numbers that will alert if used or called by an inmate. Any PIN or phone numbers set up for an alert can be programmed to automatically call a number designated by DPS. Alerts to any type of designated phone number will prompt the designee for a security code, and, after receiving a proper code, bridge them into the call. The designee shall be undetected by the inmate and called party; and have the ability to disconnect the call. Alerts shall send information identifying the PIN being used. The system shall allow DPS to add or remove destination numbers.

The system shall allow a minimum of three numbers to be called sequential to alert the designee. **Please describe how the proposed system will handle this requirement.**

- 17) Call Connection Limits: The proposed system must limit an inmate to one call per connection. **Please describe how the proposed system will handle this specification.**
- 18) Call Connections: The system shall terminate calls received by answering machines, fax machines, or computer modems when the machine fails to positively accept the incoming calls. All calls shall require action on the part of the called party for acceptance before connection of the call is made. The called party shall be able to accept or reject a call from a rotary dial or pulse dial telephone. The called party shall have an option to block any further inmate call attempts from the inmate at the time the call is received. The system will detect the dialing of additional Dual Tone Multi-Frequency's (DTMF) following call connection. Upon detection, the system shall detect, disconnect and/or play a warning message to the inmate and the called party. **Please describe how the proposed system will handle this specification. Vendor should detail how the called party lines will be unblocked.**
- 19) Court Order Conference Bridges: The Vendor will be required to provide for an inmate to participate in court ordered hearings via a court provided Conference Bridge utilizing an inmate phone. These hearings may last for multiple hours and an inmate will not be able to initiate other calls from the inmate phone being utilized during these scheduled hearings. DPS Management will provide the Vendor at least three days' notice of scheduled hearing for set up and testing by Vendor and DPS staff. **Please describe how the proposed system will handle this specification.**
- 20) Forwarding of Recorded Calls: The proposed system will have the capability to forward a recorded inmate call to a predetermined number to allow it to be listened to. The staff the call recording is being forwarded to will not have the capability to save, copy, delete or change the recording in any way. **Please describe how the proposed system will handle this specification.**

- 21) Fraud Prevention: The proposed system shall provide fraud detection and protection against hook switch calls, credit card calls, directory assistance calls, call forwarding, conference calls and second party calls. The system shall aid in controlling fraudulent use of the telephone network by providing interference with secondary call patterns, termination of calls if a second dial tone is detected, and prohibition of hook switch dialing. **Describe in detail how the proposed system will meet these specifications.**

#### **D. Inmate Communication System - Investigative System and Specifications**

- 1) Investigative System: An investigative system fully integrated into the inmate call control system is desired. The system will track all investigations by requiring approved intelligence staff to submit investigative requests through a web access tool into an investigation queue or investigators to log investigations directly into the system. Information to be entered will include but will not be limited to facility name, inmate ID#, type of investigative request, priority level, requester name, phone number, requestor e-mail address and a notes section for explaining request. Drop down menus will be provided for selecting specific information (facility, type, etc.). Once the request is submitted, the system will assign a unique case number that cannot be changed by any user. The system will send an automated confirmation e-mail back to the requestor providing the unique case number.

Investigative supervisors will be able to view all incoming requests in the central queue, add information or make changes to fields as their access allows. Supervisors will assign investigations to an investigator and will also have the capability to pull an investigation from one investigator and reassign to another investigator. The system will log, date stamp and retain any activity on an investigative request from the point it is entered into the system until it has been closed. System will support a minimum of 99 different investigation types. Notes field will allow data to be pasted that was copied from another software application. System will have the capability to generate call transcripts as required. All investigative research records and documents will be linked back to the initial logged investigation. Remote access activity shall not impair system functionality or performance in any way. Investigators should have the capability to close investigations and the system shall automatically date stamp these actions. Only staff approved for administrative access will be able to reopen a closed investigation. Once an investigation is marked complete, the system will automatically send an e-mail back to the original requestor with notification that any information found in the investigation is available for access. The requestor will get access to investigator's notes and documents via web access. The requestor will not have the ability to change any of the investigators documents. Once the system is implemented, changes may be required to insure the flow of investigations as well as documentation is acceptable to DPS. **Describe in detail all the features and tools of the proposed investigative system and how the proposed system will meet these specifications.**

- 2) User Access Levels: The Vendor must provide an unlimited number of tiered access levels to the investigative system as specified by customer and that are customizable to staff by function, location and security level. **Describe in detail how the proposed system meets these specifications.**

- 3) Investigative Reports: The system should at a minimum generate reports by inmate name, inmate PIN, dialed digits (10-digit phone number, NPA/NXX or just NPA), inmate phone, group of phones, facility or group of facilities time period and time of day. Reports should display Destination #, Inmate ID, Inmate Name, inmate picture, call start and end time, call duration, call completion status (complete, not accepted, blocked, etc.), prison call being made from, housing unit, three-way call detection, call forward call detection, type of call (collect, prepaid, debit, etc.), call cost, call type (local, intra-lata, interstate, etc.), SRG association, security alerts. All reports can be sorted by column headings. Individual users can determine report layout by deleting and adding columns as needed during the investigation process. **Describe in detail how the proposed system meets these specifications.**
- 4) Statistical Reports: Investigative supervisors should be able to run reports and graphs of how many open and/closed investigations are assigned to each investigator or a group of investigators, average length of time for opening and closing an investigation, percent of successful investigations where data was uncovered, number of calls listened to and the number of calls transcribed, average time investigator(s) spend on investigations. **Describe in detail how the proposed system meets these specifications.**
- 5) Monitoring of Recorded Calls: The Vendor's proposed system shall be able to retrieve previously recorded calls for monitoring. DPS staff must have access to monitor recorded calls for investigation purposes. These call recordings shall be available to investigators as soon as the call is completed and is no longer a live call. Multiple investigators at multiple locations will be able to monitor calls simultaneously. The monitoring equipment proposed must be connected to the special centralized inmate call control system. Recording playback can accelerate or decelerate the entire or a portion of a conversation, jump from one portion of the call to another and skip a section of the call. Recording playback can accelerate or decelerate the entire or a portion of a conversation, jump from one portion of the call to another and skip a section of the call. The system will log the date and time a call is listened to and by what user. A text box will be required for the investigator to type call or investigative notes for any inmate calls that are monitored. **Describe in detail how the proposed system meets these specifications.**
- 6) Monitoring of Live Calls and Alert Requirements: The Vendor's proposed system shall be able to monitor live inmate calls. DPS staff must have access to monitor live calls for investigation purposes. Multiple investigators at multiple locations will be able to monitor live calls simultaneously. The system should allow the person monitoring the conversation to terminate the call-in progress shall the need arise. The system will log the date and time a call is listened to and by what user. A text box will be required for the investigator to type call or investigative notes for any inmate calls that are monitored. DPS currently monitors select inmate calls while in progress. This "live monitoring" may be conducted on all calls with the exception of privileged calls (e.g., attorneys). The vendor should address the following specifications regarding the monitoring of inmate calls.

The Inmate phone system shall allow for the monitoring of inmate calls while in process (“real time” or “live”) by authorized DPS staff. This monitoring should provide a search function by specific inmate telephone, specific inmate PIN or by called telephone number enabling DPS staff to activate monitoring when desired. Any and all equipment and software required to perform this function should be provided with the Inmate Phone System.

Monitoring of inmate calls with the Inmate phone system, shall be provided in true “real time”. DPS staff should be capable of monitoring an inmate’s call while the call is in progress with no delay in transmission of the audio. The vendor shall describe, in its response, how this will be accomplished with the system.

The Inmate phone system shall allow for DPS staff to monitor inmate calls in progress by entering the specific inmate PIN, a specific telephone number, and/or specific inmate telephone instrument identifier.

The Inmate phone shall allow for alerts that shall notify designated DPS staff when a specific inmate is placing a telephone call thus allowing DPS staff to monitor that call while it is in progress.

The Inmate phone system shall provide this alert function audibly and visually via the desktop PC connected on-site at the DPS facility and visually to specified e-mail address. The vendor should state any limits to the system alert function (e.g., only one e-mail address per alert.)

The Inmate Phone system shall provide the alerts listed above via text message to designated cell phones. The vendor should list, in its response, the devices to which the system can send alerts.

The Inmate phone system shall provide the alerts in a sequential (e.g., desktop PC then e-mail then text) and simultaneous (e.g., desktop PC, e-mail, text all at the same time) to the devices listed above.

The Inmate phone system call monitoring function shall include speech or word recognition that alerts DPS staff when certain key words and/or phrases were used by an inmate during an outgoing call. This function should establish a “Points system” whereby point values are assigned to certain key words and/or phrases to allow for more effective report to be run by point value of calls/search by specific key words and/or phrases used. The vendor should provide, in its response, a brief description of this capability and should state whether the Inmate phone system has the capability to scan inmate transcribed calls for key words and/or phrases with an assigned points system.

The Inmate phone system should allow for DPS staff to remotely monitor inmate calls in progress for a specific DPS facility from which the call is placed. This remote monitoring capability should be in real time and provide a high level of audio quality. The vendor should state, in its response, how this will be accomplished with the system.

The Inmate phone system call monitoring capability should allow for remote monitoring of the inmate calls in progress from within the facility (e.g., officers in towers, etc.). The vendor should state, in its response, what is required to provide this remote call monitoring within the particular DPS facility.

**E. -Describe in detail how the proposed system meets these requirements.**

- 1) Call Transcripts: The proposed system should allow investigators to listen and document a call. The system will merge multiple call transcripts into one PDF or MSWord document. A template will be required for all call transcripts that have specific verbiage relating to DPS. Each call will have a heading identifying date of call, time of call, phone number called and PIN used. These merged documents of transcripts should be linked back to the original investigative record. The call transcripts will be saved to a shared drive within the system to allow access to approved users. **Describe in detail how the proposed system meets these requirements.**
- 2) Auto Call Transcripts: The proposed system should automatically convert recorded calls from speech to text. The auto transcription feature shall have a minimum of an 80% accuracy rate. The system should merge multiple call transcripts into one PDF or MSWord document. A template will be required for all call transcripts that have specific verbiage relating to DPS.

Each call will have a heading identifying date of call, time of call, phone number called and PIN used. These merged documents of transcripts should be linked back to the original investigative record. The call transcripts will be saved to a shared drive within the system to allow access to approved users. **Explain the technology to be used, how it works, where it is currently being used and how it has been tested.**

- 3) Word Search: The proposed system can automatically search recorded conversations for key words or phrases. The Word Search feature should have a minimum of an 80% accuracy rate. The Vendor will have a database of standard words or phrases and specific words or phrases identified by DPS relating to the correctional setting. The system will also have the flexibility to easily change and add words or phrases. **Explain the technology to be used, how it works, where it is currently being used and how it has been tested.**
- 4) Copying Calls to CD: The proposed system should allow for recorded calls to be copied to an external source (CD, external drive, etc.). When copied, the calls should be able to be encrypted and password protected for use in legal proceedings. Recordings can also be copied so they are playable in a CD playing device or computer not requiring any special software, codes or passwords. **Describe in detail how the proposed system meets these requirements.**

5) Data Mining System: A web based system, accessible through a web browser that is fully integrated into the inmate call control system is required to allow data mining of a variety of data sources. The Vendor should include data (name, phone number, address, IP address, etc.) from Prepaid and Debit customers. DPS will electronically provide the Vendor internal/external database information (visitor's names and phone numbers, employee phone numbers, deposit data, Cellebrite, MSAB forensics, etc.). The proposed system should identify any associations between inmate phone call data and DPS provided data. The system must not limit the number or size of any data source regardless of data source type that may be incorporated, and must, at a minimum, support the importing and link analysis of call detail records, offender demographic data, visitation data, offender banking data, security risk group information and confiscated cell phones forensics. System should import and present relevant inmate information that would be of interest to DPS, such as gang affiliation, inmate associations, employee associations, phone number associations money laundering among inmates, or victim information that will aide investigative staff in tracking down misuse, fraudulent and illegal activity by inmates. The system should allow for DPS headquarters, and other approved DPS sites, to have secure access to data mining information from any approved PC or laptop with high speed internet connectivity. It must allow for user to share table and link diagram results with another user via email directly from the system and/or link it to an open investigation. Solution must have logging feature to capture the activity of individual users within the solution to include searches conducted and tie these back to an investigation. Search results must be provided in both table and diagram formats, and both formats must be easily exported. The system must reflect the source from which a particular object or entity is derived and must provide a variety of predefined link analysis layouts such as starburst, vertical and horizontal hierarchy, etc., of offenders linking to other objects/entities. It must support the display of date related data on a graphical timeline. Results must be exported to a variety of common formats to include PDF, CSV, GIF and PNG at a minimum. It must be capable of plotting addresses and locations on an interactive map to include visitor addresses, offender's assigned locations based on housing unit, incident location based on location, etc. It must allow for link diagram custom images to be applied either automatically or via user intervention, and must support common formats to include PNG, GIF, and JPG. The system must have the capability to search multiple data sources at the same time. The system must allow users to create objects/entities and associations among those objects/entities. User must be able to automate associations, or manually create an association on the link diagram. It must provide the ability for users to import data sources stored in a variety of file formats, and must provide a utility for the user to format the structured data columns. The system must allow users to schedule queries to be run automatically at the user's discretion (i.e., daily, weekly, monthly, etc.) It must perform automatic merging of objects/entities based on key values attributes as new data sources are added by agency or individual user. The system must provide access control list functionality that manages individual user's ability to search against individual data sources. Must incorporate a minimum of 2 years' worth of supplied data form internal and external sources. The system must allow for the incorporation of unstructured data, and allow for entity extraction from the data element. The system must allow users to add text, lines, and other objects to a link diagram to enhance and/or draw attention to certain aspects of the diagram. It must provide users the capability to

build custom search queries and save for future use, to include the ability to set dynamically set date ranges (i.e. report can be set to run for the last week, and based on the date the report is run, automatically sets date range to be for the last 7 days.). In addition, it must allow users to filter search results "on the fly", regardless of data source or type, without the need to conduct a new query. The Vendor must provide an unlimited number of tiered access levels to the investigative system as specified by customer and that are customizable to staff by function, location and security level. **Describe in detail all the features and tools of the proposed system and how the proposed system will meet these requirements.**

#### **F- Inmate Communication System Requirements – Debit System**

- 1) Debit Calling: The call control system should control debit accounts for the inmates of DPS. DPS allows inmates to purchase a specific amount for phone calls from the facility canteen system. Debit phone funds can be purchased in \$1 and \$5 increments. Each night the DPS will provide information about funds purchases electronically to the Vendor, at a minimum, the amount, inmate PIN, first name, last name, middle initial and facility name. The Vendor will have until the next morning by 6:00 am to activate the specified amounts indicated in each inmate's account. Family and Friends can also deposit funds directly into an inmate's debit account via the internet. Inmates will be able to make local, long distance and international calls with their debit account funds. All required local, state and federal taxes for debit calls will be the responsibility of the Vendor. An inmate will be able to access his inmate debit account with his/her PIN from any DPS inmate phone. The Vendor's system will be responsible for keeping up with the account amount and number of minutes of talk time an inmate has and inmates should be able to check account balances via the inmate phones. Inmates should not be able to make a debit call to a number with a LIDB-, customer- or DPS-requested block. Inmates should be able to complete a debit call to numbers that have a credit limit or high toll block. Vendor must establish necessary interface(s) with DPS's system at no cost to the State. **Describe in detail how the proposed system meets these requirements including how required federal, State and local taxes are included in the cost of a debit call; how the inmate will dial and complete a debit call; how an inmate will access their debit account information; how family and friends will deposit funds into an inmate's account.**
- 2) Daily/Monthly Reconciliation: The Vendor must provide a daily report of deposits back to DPS for daily reconciliation. At month's end, the Vendor will provide a monthly report of all deposits and amounts. The Vendor will invoice the DPS for any amounts set up in debit accounts between the 1st and last day of each month for the inmates of DPS. The Vendor must provide this invoice electronically by the 10<sup>th</sup> of the following month. Upon verification of this invoice against nightly transactions for debit calls, the DPS will issue payment to the Vendor. The Vendor will include as part of the monthly commission for any debit calls made from inmates' debit accounts.

- 3) Reimbursements: Inmates may request account refund by completing a form that will be submitted to the Vendor for action. For inmates remaining in the system, refunds will be done electronically in the system. However, general accounting practices shall be used to document the process. For inmates being released, the Vendor can propose several options for consideration by DPS. Any reimbursement process proposed should add minimal workload to facility staff. Reimbursement within 24 hours of release is highly recommended. **Please explain how reimbursement will be handled to meet these requirements and any responsibility of DPS staff in the process.**
- 4) DPS Field Staff Access: The proposed debit system must allow approved DPS staff in the field web access to verify deposits and debits to an inmate's accounts. Access will be via individually assigned password. Facility staff should be able to print statements from the system that will show daily, weekly, monthly deposits/debits to their account. Statements cannot provide call detail records and this data is considered confidential. **Describe in detail how the proposed system meets these requirements.**

### **G -Inmate Communication System Requirements – Reports**

- 1) Reports: The proposed system must provide a wide variety of reporting features in order to manage operations of inmate communication system and support investigative research. DPS has the responsibility for monitoring all call and revenue volumes for the inmate portion of this contract. An audit trail is required for every call and all revenue generated under this contract. Reports for inmate payphones should be provided electronically by the Vendor to DPS Telecommunications Manager: Vendor shall provide all reports in a format automatically convertible at a minimum to the following software versions (MS Word, Excel, and PDF). The proposed system should allow for sorting of Call Detail Records and producing reports which reveal inmate telephone activity, including but not limited to the reports below. **Provide details of all reporting features available.**
  - a. Calling by Facility
  - b. Calling by inmate PIN
  - c. Calling by station
  - d. Calling by destination number
  - e. Frequently called numbers (numbers called more than x times per day)
  - f. Commonly called numbers (numbers called by more than x inmates)
  - g. Calling by billing type
  - h. Global allowed or blocked numbers
  - i. Three-way call attempts
  - j. Remote call forwarding attempts
  - k. Call attempts to restricted numbers

2) Call Detail Reporting: The proposed system must provide DPS with access to real-time and historical Call Detail Records (CDR) on any call originating from an inmate phone, including attempted calls as well as accepted calls. "Historical" includes all call records produced during the entire term of the contract and any transition call record data received from a prior Vendor. Call records shall be available for monitoring as soon as connected and for review as soon as the call is ended. This information must be accessible by designated DPS staff using a Windows or Web-based, user friendly application and be offered in a wide variety of standard reporting options. **Provide with your proposal, sample CDR Reports, and explain how the information therein may be accessed by DPS staff online, etc.** Information must be retrievable by at least but not limited to the following categories:

- a. called number, NPA, NXX,
- b. Inmate PIN,
- c. date and date range
- d. facility
- e. Call type (for example: completed, collect, debit, prepaid, direct billed, blocked, attempted, 3-way, call forwarded.)
- f. Off hook time
- g. Non-complete type (no funds to make call, stopped because of restrictions, etc.)
- h. Termination type (Inmate hang-up, called party hang-up, max time elapsed, etc.)
- i. Station name
- j. Billing start time
- k. Duration of call (in seconds)
- l. Billed time
- m. Call type (e.g. collect, debit)
- n. Biometric Failures
- o. Statistical Reports (investigations, types of call, etc.)
- p. Jurisdiction type (local, interstate)

3) Monthly Inmate Revenue Report: The Vendor must furnish a monthly revenue report sorted by facility and payphone. The report must include a line for each payphone and columns for the following: facility name, address with city and zip code, ANI, number of calls by type, MOUs, revenue generated, total revenue. All data must be actual, not estimates. This report must be verified for accuracy by the Vendor. A copy of this report shall be furnished by the Vendor to DPS Telecommunications Manager.

- 4) Revenue and Call Volume Reports: The proposed system will provide a web-based application that will allow DPS management staff to pull call volume and revenue reports in order to watch for trends and monitor high or low usage phones. At a minimum, reports will be required by phone, by prison, by hour of day, weekly or monthly. Reports will be able to be run a variety of formats (column, graph, MSWord, Excel, Adobe, etc.). **Describe in detail how the proposed system meets these requirements.**
- 5) Non-Standard Reports: During the course of the contract, non-standard reports will be required. Any non-standard report that becomes required on a regular basis by DPS, shall be integrated by the Vendor into the automated reports system so that DPS may have direct access to these reports. This integration must be accomplished within six weeks of notice. Vendor shall provide all reports in a format automatically convertible at a minimum to the following software versions (MS Word, Excel, and PDF).

## **H - Inmate Communication System Requirements – Rates and Financials**

- 1) Customer Financial Blocks: Vendor must also provide their policy and procedures for placing a block on a customer line due to being a new customer, bad credit rating, prior nonpayment or high toll charges and explain how this policy protects the Vendor from uncollectable debts without preventing calls that would be billed and paid for. Vendor should include any caps that are placed on an account and under what circumstance these caps are placed, any credit limits placed on accounts individually or as a whole, and how these limits are derived. Explain the process to get a block removed from a customer's line and the time it would take before calls could be processed on this line.
- 2) Call Billing Start: The proposed system should ensure that for all calls, the cost begins when the end user accepts the call. Billing will be calculated in no more than 30 second increments.
- 3) Calls to Cell Phones: The proposed system should allow collect/debit/prepaid calls to cellular phones. There should be no additional fees added to a call going to a cell phone. The Vendor must collect account information to include phone number, account name, account address for all accounts set up for calls to cell phones.
- 4) Monthly Commission: The monthly check will be sent via electronic transfer. All payphones that are a part of this contract must be listed whether or not is paid. Monthly reports shall be furnished to the State a maximum of 15 days from end of each monthly revenue cycle. An electronic version of the reports shall be furnished in Excel or via secure Internet access. Report formats must be consistent throughout the report in spelling, spacing, abbreviations, etc. so that the report can be sorted in Excel. The monthly payments shall be received by DPS from the Vendor within 15 calendar days of the end of the previous month. Late payments are subject to accrual of interest at a rate of 9% per annum commencing on the 31<sup>st</sup> day after the close of the billing cycle. The amount of the payment shall be for **100%** of the total owed based on the contracted rate of the Total Gross Revenue (TGR). Specific details regarding instructions for the payment of to the State, either by electronic transfer of funds or by check, will be provided to the selected Vendor.

- 5) Billing Policies: Vendor must fully explain their billing policies. Any change in Billing Policies that are not approved by DPS in writing in advance of the change shall be grounds for termination of the contract.
- 6) Commission Basis: Commission will have no deductions for fraud, bad debt, uncollectible or unbillable calls. No deduction shall be made for any cost of providing the service described. Commission shall be paid on all call types, Collect, Direct Billed, Pre-Paid, and Debit. Vendor agrees that DPS will bear no responsibility for fraudulent calls or theft of service. Furthermore, fraudulent, stolen or lost calls shall not be deducted from revenue paid to DPS. NOTE: Fraudulent calls shall be the sole responsibility of the Vendor. (i.e. Vendor shall still pay revenue for call to DPS even if Vendor cannot collect on call). The Vendor shall bear sole responsibility for collection on all such calls.
- 7) Call Rates: Below are the current rate structure and the new rate structure effective with contract. Please provide a chart that includes any applicable state and federal taxes and fees for each call type for the new rates so the total cost of a call is identified. International inmate call rates are shown at Exhibit A3.

New FCC Inmate Safe Harbor Rates:

CALLTYPE	DEBIT	ADVANCED PAY
All Local and Long Distance Calls	\$.10	\$.10

- 8) Taxes, Surcharges and Fees: The Vendor must disclose and provide an explanation and justification for any taxes, surcharges or fees associated with the proposed contract. Fees or surcharges for closing an account or an inactive account are not allowed. Reimbursement is required within 30 days for all closed accounts. The Vendor cannot add any additional taxes, fees, surcharges during the contract term without providing a justification for the changes and approval back from the State prior to implementation.

The State has specified below call surcharges and rates that must be submitted for each call type below. Additionally, the Vendor will keep its call surcharges and rates at those submitted on their financial proposal throughout the contract period. Any change in Calling Rates, Discretionary Fees, or Billing Policies that are not approved by the State in writing in advance of the change can be grounds for termination of the contract. This requirement applies to both the Supplier as prime vendor and any subcontractor or third-party agent. Vendors should complete Attachment G with all tax, surcharge and Fee Information.

- 9) Revenue Assurance Plan: With this proposal, the Vendor must provide a Revenue Assurance Plan that includes -
  - a) Work processes and audits used to validate the total gross revenue.
  - b) The impact of Accounts Receivable on total gross revenue.
  - c) The process used by the vendor to collect receivables.
  - d) Recommendations to DPS to minimize inmate fraud.
- 10) Revenue Assurance Plan Validation: On an annual basis, no later than 45 days after the annual anniversary date for each year of the contract, the Vendor will be required to submit to DPS an independent certification validating the Revenue Assurance Plan.
- 11) Compliance with Calling Rates and Discretionary Fees: Failure to charge fees or rates per the requirements of the Contract will require Vendor to provide refunds in full to all impacted parties within 30 days, and could subject Vendor to termination of the Contract.
- 12) Call rating and Revenue Reporting Controls: Call rating and revenue reporting must include systematic controls and internal audit processes to ensure correct and accurate reporting. Describe your systematic controls and internal audit procedures.
- 13) Inactive Accounts: Account expiration or dormant funds policies are not acceptable. Account refunds must be made within 30 days of request.

### **I - Other Offered Technology or Services**

- 1) Other Technology or Capabilities: DPS is always interested in features and technology that may improve any component of inmate telecommunications and security within the prison system. These options can be additional features integrated into the proposed system or external technologies that enhance operational or investigative capabilities. Any features or technology proposed must be fully described and an explanation of what benefit DPS will receive by implementing. Any cost to the State, inmate or called party for any additional or optional feature must be clearly defined. DPS/DIT can accept any other Technology or capabilities offered at any time during the contract term.
- 2) Financial Impact: If acceptance of any offered option will have a financial impact on the contract, the impact must be clearly noted or the state will assume there is not impact and the Vendor will bear all financial impact at implementation. Any financial impact identified will be effective only if and when the option is fully implemented and operational.
- 3) Wireless Device Prevention: Wireless devices being illegally introduced to inmates creates additional security risk to staff, visitors and inmates. Please provide options to be considered by DPS/DIT as part of this contract that will prevent entrance into the facility, identify the presence of wireless devices or prevent usage of wireless devices.

If there are multiple options, each should be listed, described in detail and any costs to the State, inmate or called party should be identified with each option.

- 4) Video Visitation: Video visitation is an additional option for inmates to communicate with family and friends either remotely or at the prison facility. The expectation is that any technology proposed would have security features that meet a correctional environment. If there are multiple options, each should be listed, described in detail and any costs to the State, inmate or called party should be identified with each option.

The vendor may propose video visitation service as a component of the Inmate Phone system, at no cost to DPS. DPS shall determine, in its sole discretion, whether to implement video visitation service at any or all DPS facilities during the term of the contract. Vendor should address in the response on premises and remote options for video visitation. The response should identify the options for remote access for video visitation. The response should address and describe in detail the technical specifications and requirements, and proposed support, including without limitation, infrastructure and facilities required for the video visitation services, and should state how video visitation shall ensure secure monitoring and recording. The response should address the benefits of video visitation, including without limitation, the impact on safety and security.

- 5) Secured E-Mail: Video visitation is an additional option for inmates to communicate with family and friends. The expectation is that any technology proposed would have security features that meet a correctional environment. If there are multiple options, each should be listed, described in detail and any costs to the State, inmate or called party should be identified with each option.
- 6) Deposits to Inmate Banking Accounts: Inmates receive funds from family friends electronically utilizing the services of J-Pay or similar methods. Please provide an option to manage the process. If there are multiple options, each should be listed, described in detail and any costs to the State, inmate or called party should be identified with each option.
- 7) Secure Mobile Telecommunications for Inmates: Providing a secure mobile or wireless device for inmates could provide some advantages in prison operations. The expectation is that any device proposed would have the same security features for current inmate phones.

If there are multiple options, each should be listed, described in detail and any costs to the State, inmate or called party should be identified with each option.

- 8) Geo-Fence – Vendor may propose to establish geo-fence capability. The Inmate Phone system must be able to establish a virtual perimeter, or “geo-fence”, around identified geographical locations of interest at DPS facilities that notifies a DPS investigator of any cell phone calls within that perimeter. When creating a geo-fence, the Inmate Phone System shall allow the authorized user the ability to enter/define the following information:

- Description
- Create by address

- Create by clicking on an interactive map
- Radius in miles or kilometers
- Automatically pinpoint and get location on a visual map
- Allow geo-fences to be deactivated
- Allow authorized users to share geo-fences or keep them private
- Allow notes to be added to a geo-fence
- Show a detailed history of changes made to a geo-fence
- Allow alerts to be configured when inmates place a phone call to someone located within the geo-fence.

The Inmate phone system should allow the export of geo-fences into Excel, PDF, and CSV format at a minimum. The system must allow DPS to search for geo-fences, to create a report of all geo-fences and provide the following details on the report at a minimum:

- Description – Description given to the geo-fence when created
- Status –Active or Inactive
- Radius – distance from center of geo-fence to the edge of the fence
- Created By – user ID that created the geo-fence
- Time Remaining – time remaining before the Geo-fence expires
- Last Modified By – user id of the person who last updated the geo-fence
- Last Modified Date – date/time that was last updated
- Shared – yes or no.

The Inmate phone system shall provide real time alerts/notifications of termination location within a geo-fence, with the following specific requirements at a minimum: send an alert for any call that is placed into a geo-fence, when a specific inmate places a call to a cell\_phone which is located inside a geo-fence, when a specific phone number is terminating into a geo-fence, and when a specific phone is used to place a call into a geo-fence.

- 9) Tablets: The vendor's solution must provide tablets (tablet) for a portion of the Department's specialty populations such as Special Housing Units and Regional Mental Health Unit, regular population etc. to allow inmates to complete telephone calls via the tablet from their cell. Telephone calls completed via tablets must conform to all requirements and mandatory features of this RFP.

Further, the tablets must provide a variety of off-line entertainment, as well as educational and religious content that is age-appropriate for a complete range of academic capabilities. The successful Vendor will work with DPS to finalize this content for the tablets.

The vendor-provided tablets must conform, at a minimum, to the following:

High-quality construction with a shatter-resistant and tamper-proof housing

A 7" to 10" touch screen

Sound limited to included earbuds only

An internal, rechargeable, non-removable battery

Camera for facial recognition

Content in Spanish (or language translation capabilities)

No ability for inmates to download any content; devices must have preloaded content; DPS administrators must have the ability to add/remove content

No ability to connect to any wireless network, except those provided by DPS/DIT

Provide a sample tablet for DPS review of the durability and suitability for use in a secure environment if requested. If rejected, each vendor will have the opportunity to provide an alternative device prior to RFP final evaluation.

The vendor's proposal must address the following:

Describe how the proposed tablet solution will operate.

Detail the secure network to be provided for phone services through the tablets.

Provide details of the device specifications.

Describe how DPS will be able to add/remove content as necessary.

Provide details of the solution that will prohibit online access.

**Vendor affirms that they have read, understood and can comply with the aforementioned requirements and have included adequate supporting documentation.**

- 10) Other Required Services: The successful Vendor must comply with each of the following requirements and provide supporting documentation.

### **Public Payphones Experience:**

- a) Provide the number of public payphones that are administered in these Statewide Services and the respective states.
- 11) **CERTIFICATIONS:** The Vendor must be certified if required by the appropriate local, county, state, federal and international agencies to provide public payphone services in the State of North Carolina and be available upon request.
- 12) **TELECOMMUNICATIONS ACT OF 1996:** Vendor must show in its proposal how it will meet the Telecommunications Act of 1996 requirement for rates on request.
- 13) **PERMITS:** The Vendor is responsible for all permits applicable to the installation, operation, and maintenance of the telephone equipment, enclosures, associated wiring, and dial tone services, and any other services required under the contract.
- 14) **OPERATOR SERVICES:** The Vendor must have majority interest in or have a contractual agreement with its operator services. The operator services must function as an integral part and the Vendor bears full responsibility for such services. **Vendor must describe the plan used to provide operator services. If function is to be subcontracted, Vendor must provide copy of proposed subcontract. Explain how the customer will access the operator service and what if any is the charge to the customer.**
- 15) **BILLING OPERATIONS:** Vendor must describe its proposed billing operation, including information on any subcontractor to be utilized.
- 16) **INCLUDED SERVICES:** Included in this RFP is the provision of coin/coinless public telephone service for all requesting State government agencies throughout the State of North Carolina.
- 17) **CLEC CALL ARRANGEMENTS:** Vendor must explain how they provide calls through CLECs or other providers with whom they may not have a billing arrangement.
- 18) **GRADE OF SERVICE:** The Vendor should provide an originating grade of service of P.01 in all service areas regardless of the end termination grade of service. Operator services for this contract shall provide the P.01 grade of service 24x7x365. Grade of service reports may be required at any time that DIT deems necessary. Vendor may be required to verify and specify grade of service and times of occurrence. **Provide information to substantiate that your proposed grade of service meets or exceeds the required P.01.**
- 19) **VOICE COMPRESSION:** Equipment, network and transmission methodology shall not include any type of voice compression that would interfere with the quality of voice or data transmissions. Any compression methodology to be used must be approved in advance by DIT.
- 20) **NETWORK COVERAGE:** The Vendor must be capable of completing calls to any destination within the United States and North America, and international for public phones.

- 21) NPA/NXX CHANGES: The Vendor must add to its database any new NPAs and NXXs without charge to the State. Additions must be done concurrent with the effective date of said change.
- 22) SERVICE PROBLEM RESOLUTION: Vendor must describe their central “trouble center,” its location, hours of operation, what problems it handles including call volume capacity and customer service representative training. Describe how customer complaints from public payphones are handled. Describe your escalation procedure for unsolved problems. Describe how refunds are furnished to customers.
- 23) SINGLE CONTACT: Vendor selected shall provide a single point of contact, who will be the interface with the State for all matters covered by the contract.
- 24) EXPANSION OF SERVICE: The State reserves the right to require the Vendor to furnish additional payphone equipment and services to meet additional requirements that become known after contract award. Such additional requirements will be communicated in writing, and shall be furnished at no cost to the State.
- 25) CHANGES, ADDITIONS, MOVES, AND DELETIONS: The winning Vendor must understand that it is encouraged to seek new locations and use good faith effort to expand the State’s revenues. DPS participating under this contract will have the right to initiate moves, changes, additions and/or deletions of payphones subject to approval by DPS. These moves, changes, additions and/or deletions shall be accomplished by the Vendor at no charge to the State. The Vendor shall make a good faith effort to accommodate requested changes within thirty (30) days.
- 26) FRAUD OF THEFT: The Vendor hereby agrees that the State will not be responsible for theft of funds from payphones, or for theft/damage of equipment.
- 27) PROGRESS MEETINGS: Although there will be continuous liaison with the Vendor team, the DIT and project director will meet at least monthly with the Vendor’s project manager for the purpose of reviewing progress and providing necessary guidance to the Vendor in solving problems which may arise.
- 28) NEW TECHNOLOGY: If during the course of the contract the Vendor develops or obtains new technology from which the State would derive a benefit. The Vendor shall inform the State of the new technology and provide additional information and demonstrations if requested.
- 29) SERVICE INTERRUPTION: Vendor shall make provisions for recovery from service interruption as follows:
  - a. For major outage (multiple location, loss of any service affecting safety or security, or loss of all service to one prison facility) service restoration is required within twenty-four consecutive hours after notification.
  - b. In the event a technical problem necessitates a switch of long distance service Vendor must provide service without any cost to the State.
  - c. In the event operator services fail or overflow, the Vendor must have alternative routing, to other facilities or to another operator service that will be transparent to the user and provide minimum interruption in service.

- 30) REDUNDANCY PLAN: Vendor must describe their redundancy plan in detail, including a complete disaster recovery plan for major outages.
- 31) ESCALATION PLAN: Vendor must outline their escalation plan for disaster or major outages. The escalation procedure shall include a single point of contact and a project manager with toll-free numbers and cell phone and/or pager numbers provided for 24x7x365 access.
- 32) PROPOSED IMPLEMENTATION PLAN: Submit a proposed schedule for installation of equipment and commencement of the contract. Include timelines for all key milestones commencing with estimated date of award to continuing up to and including the fully operational date of each major element of the system in each location. Installation/commencement of service must be complete within 60 days after contract award. Proposed Implementation Plan should include the following:
- a. The Vendor's project organizational structure.
  - b. The Vendor's staffing table with names, titles and responsibilities of staff assigned to the project. This must be in agreement with staffing in Vendor's accepted proposal. Subcontractors and their staff must also be identified. Necessary substitutions due to change of employment status and other unforeseen circumstance may only be made with prior approval of the State.
  - c. The project breakdown showing sub-projects, activities and tasks, and resources required and allocated to each.
  - d. The time-phased plan in the form of a graphic display, showing each event and task, its projected start time and completion time, and any resources required from the State for that phase/task.
  - e. Provision for weekly progress reports and updated installation schedule for the upcoming week, to be submitted to DPS.
  - f. Careful coordination including conference calls between the Vendor, installers and the local dial tone provider (LEC) will be required. The Vendor is expected to have at least one operations base in Raleigh during the implementation phase and throughout the course of the contract.
- 33) FINAL IMPLEMENTATION PLAN: Upon award of contract, Vendor must submit a Final Implementation Plan within 10 days to DPS. The entire implementation must be complete within 7 (seven) months after contract award. This Final Implementation Plan must include the following:
- If all service is not fully implemented and operational by the final date specified in its accepted Implementation Plan, and if such failure is due to the fault of the Vendor, the State may hold the Vendor liable for any loss of revenue the State may experience as a result of that default. Loss of revenue will be calculated based on historical average revenues the State has received for locations where service is not fully implemented.

- 34) FORFEITURE OF CONTRACT PERFORMANCE SECURITY: The Contract Performance Security will be subject to forfeiture under conditions which may include but are not limited to the following:
- a. If the contract is terminated for default, the contract performance security will be subject to forfeiture;
  - b. If due to Vendor's failure to perform, the State experiences loss of commission, and if the Vendor refuses to reimburse the State for such in a timely manner, the contract performance security will be subject to forfeiture; or,
  - c. Discovery of any materially false information or documentation submitted at any time by the Vendor during the term of the contract may be cause for default and security forfeiture.
- 35) TRANSITION ASSISTANCE: If this Contract is not renewed at the end of this term, or is canceled prior to its expiration date for any reason, the Vendor shall provide for up to 7 months after the expiration or cancellation of this Contract, all reasonable transition assistance requested by the State, to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect to the State, and to facilitate the orderly transfer of such Services to the State or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this Contract including the payment terms (notwithstanding this expiration or cancellation), except for those Contract terms or conditions that do not reasonably apply to such transition assistance.
- 36) LIQUIDATED DAMAGES (LOST SERVICE) LOSS OF REVENUE: Actual damages to the State resulting or arising from Vendor's failure to provide promised services would be difficult or impossible to determine with accuracy. The State and the Vendor therefore agree that liquidated damages as set out herein shall be a reasonable approximation of the damages that shall be suffered by the State as a result thereof. This remedy is supplemental to the performance bond provided for herein. Accordingly, in the event of such damages, at the written direction of the State, and after opportunity for the Vendor to respond to such directive within five (5) days, the Vendor shall pay the State the indicated amount as liquidated damages, and not as a penalty. No delay by the State in assessing or collecting liquidated damages shall be construed as a waiver of such rights. It is agreed that:
- a. The Vendor shall not be liable for liquidated damages when, in the opinion of the State, incidents or delays result directly from causes beyond the control and without the fault or negligence of the Vendor. Such causes may include, but are not restricted to, acts of God, fires, floods, epidemics, and labor unrest; but in every case the delays must be beyond the control and without the fault or negligence of the Vendor.
  - b. Liquidated damages will be assessed as follows: Lost commission shall be calculated and paid by the Vendor to the State, by taking the average revenue of the four most recent comparable days; comparing that average to the revenue on the day service was interrupted; and then reimbursing the State for any shortfall in revenue on the day service was interrupted.

(For example, if there is an interruption of service on a Monday, the Vendor shall reimburse the State for any shortfall in revenue for that day as compared to the average of the most recent four Mondays' total revenue). Additional calculations will be required for service interruptions on peak traffic periods.

The Agency Purchasing Officer will issue written notification to the Vendor of its failure to meet the identified performance standard(s) listed above. Vendor shall make payment to the State within 30 days of such notification.

The imposition and payment of liquidated damages shall not affect or waive any other rights of the State to enforce or terminate this Contract. The parties agree that the stated liquidated damage amounts are reasonable and not punitive. In cases where actual damages can be determined, liquidated damages shall not apply.

- 37) INVESTIGATION OF EQUIVALENT GOODS: The State may, in its sole discretion, investigate any substitute or equivalent goods irrespective of any representation made by a Vendor or manufacturer.
- 38) DEVIATION FROM SPECIFICATIONS: Any deviation from specifications indicated herein must be clearly identified as an exception and listed on a separate page labeled "Exceptions to Specification"; otherwise, it will be considered that items offered are in strict compliance with these specifications, and Vendor will be held responsible. Any deviations shall be explained in detail. The Vendor shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable. Offers of alternative or equivalent goods may be rejected; and if offered, must be supported by independent documentation.
- 39) SOFTWARE: DPS/DIT requires system software to stay current. The Vendor is expected to upgrade to the most recent software version within 30 days of general availability. All hardware must be upgraded as required to ensure performance standards as required in this RFP.

### **J - Public Payphones Requirements**

- 1) RATES AND SURCHARGES: Payphone rates for local calls will be at market rate as required by the NCPUC. Rates for long distance calls will be at competitive market rates. The Vendor shall provide the public the payphone services under this contract without any special surcharges of any kind. Vendor must list all credit cards accepted and types of free calls permitted on the phone in a prominent manner. Directory Assistance calls will be provided at competitive market rates.
- 2) CALL RECORDS: Vendor must describe and give timeframe of how a record of each call is made, how it is correctly rated, how the proper revenue is recorded by the Vendor processing the call and how correct revenue is paid to the Vendor for each call.
- 3) INVENTORY: A complete inventory of all payphone equipment being provided by the Vendor shall be furnished by the Vendor to DPS at the completion of installation.

- 4) NEW INSTALLATIONS: Any new installations may require inside wiring, outside wiring or underground wiring between the LEC demark point and the requested location of the payphone and bases for outdoor pedestals. The Vendor shall furnish everything required at no cost to the State.
- 5) OPERATIONAL STANDARDS: The Vendor must buy dial tone from the LECs, and must provide local, IntraLATA, InterLATA, Interstate and international calling services including the following:
- a) Free calling to emergency services, enhanced 911 or "0."
  - b) Free access to "toll-free" numbers.
  - c) Free Information (411, 555-1212, etc.) service.
  - d) A local exchange white and/or yellow page directory at every public payphone. These phone books must be kept current and replaced if stolen or damaged.
  - e) Free access to live operator assistance for collect local and long distance calls and other user needs, 24x7x365. Adequate staffing must be provided to handle high volume traffic without delay. Must provide operator assistance in both English and Spanish.
  - f) Must describe a method to offer refunds or call processing for calls not completed.
  - g) Must provide automatic access to a predetermined interexchange carrier (PIC).
  - h) Must provide alternate access to long distance carriers through direct dial.
  - i) System must provide answer supervision such that there is no charge for busy, "no answer," or incomplete calls regardless of how long the user waits before hanging up.
  - j) Must be able to process collect calls to touch tone phones, and CLEC calls regardless of billing arrangements.
  - k) Each payphone must be remotely scanned a minimum of three times a week for malfunction by the Vendor's maintenance operation, and a polling log maintained and furnished to DPS upon request.
  - l) Each payphone must display the name and address of the Vendor and the names of Vendors providing both local and long distance services, as well as the toll-free telephone number of the payphone Vendor's repair service accessible 24 hours a day, and any other information required by the NCPUC.
  - m) Each payphone must have precise usage instructions in both Spanish and English displayed on the telephone housing.
  - n) Payphones must accept nickels, dimes and quarters.
  - o) Payphones must accept the following payment options: Calling card, collect, third party billing, and major credit cards.
  - p) Payphones must adhere to the Vendor's setup time for direct dialed and operator handled calls, as specified in the Vendor's accepted proposal.

6) EQUIPMENT STANDARDS: All equipment must be in new or like-new condition, and must have physical and design characteristics that include the following:

- a) Payphones must NOT require an external power source to remain operational. The telephone line must be the only source of power required for the payphone. All installations must meet the established standards for use by the physically disabled and hearing impaired as well as all other requirements of the Americans with Disabilities Act.
- b) All equipment must be FCC approved, and Vendor must provide the State with the FCC registration numbers as part of the inventory of equipment.
- c) Must be payphone industry standard design (see items d thru m below).
- d) Must have dial tone first/multi-frequency (e.g., DTMF) service.
- e) Must have a weatherproof steel housing that protects the counting, collecting, storing and electronic components of the payphone and resists the most severe weather conditions.
- f) Telephone casing must be reinforced in order to prevent side drilling entry. Installation must be with security studs to prevent theft of telephone.
- g) Must have an armored handset cord that is resistant to stretching and breaking to minimize out-of-service conditions.
- h) Must have automatic locking coin receptacles with security seals.
- i) Must have a coin stop to capture non-coin deposits and/or slug rejection chute design.
- j) Must have device to prevent stuffing of chutes.
- k) Must have tamperproof locks for upper and lower housings.
- l) Must have discrete tones upon coin deposits.
- m) Must have self-monitoring alarms for coin volume and malfunction, with remote reporting.

7) ENCLOSURES: The placement of enclosures, booths and associated equipment must, at a minimum, be comparable in quality and design to those currently in place; and must conform to the requirements of all laws, regulations and codes. The current enclosures belong to the current Vendor, GTL, Inc. If the Vendor wishes to negotiate with that Vendor for their continued use, this is acceptable to the State.

- a) The Vendor shall offer a variety of enclosure and pedestal types to provide the State with a maximum number of options. In select locations (e.g., highways and other high traffic areas) enclosures must provide noise suppression. The following enclosure types must be offered as a minimum:

- b) Wall
- c) Pedestal
- d) Booth
- e) Flush mount

8) PHONE REPLACEMENTS/ADDITIONS: The Vendor will be responsible for all costs of replacing existing payphones, adding, or relocating payphones both at contract implementation and for the duration of the contract. The Vendor is expected to provide or maintain payphones at every current location. Additional payphones may be requested through DPS. Such requests will be evaluated by DPS and where appropriate will be sent to the Vendor. The Vendor shall then contact the site contact person and arrange for a site visit to survey the requirements and make an estimate of the time required for the installation. If the Vendor does not recommend a request for a new installation, such evaluation shall be fully explained and justified, and DPS shall have final decision. The Vendor shall bear full responsibility to coordinate payphone installation with the site contact, LEC, technicians and others involved, to provide the equipment, obtain dial tone and complete the installation. The Vendor shall keep DPS and the site contact apprised of any delays. At sites with new construction and renovations, payphones may need to be relocated, removed and/or reinstalled, and the premises returned to prior condition. The Vendor shall accomplish this at no cost to the State.

9) REMOVAL OF EQUIPMENT AT END OF CONTRACT: The Vendor will be responsible for any and all costs of removing its equipment at the end of the contract.

10) COIN COLLECTION: The Vendor shall furnish services to collect coins and record the revenue in a timely manner to prevent full coin boxes, and in accordance with the Vendor's proposal. Vendor must describe in its proposal the collection intervals for payphones including sent paid and non-sent paid revenues.

a. The Vendor shall update its revenue database in a timely manner. Additions, deletions or changes must be included in the database within 15 days of occurrence. The Vendor must assure accurate accounting of originated revenues generated.

b. The Vendor must resolve customer complaints and provide customer refunds within 15 days' complaint, and in accordance with Vendor's accepted proposal.

11) MAINTENANCE: The Vendor shall furnish all maintenance on public payphones in accordance with Vendor's accepted proposal. At a minimum, each site must be visited once a month for preventative maintenance, or within 24 hours of receiving a "full coin box" alarm. Equipment must be kept in working order, and enclosure must be cleaned after installation or repair, and proper signage and current phone directory must be maintained. The Vendor must respond to serious problems, which cause equipment outage within 24 hours. The Vendor shall adhere to its proposed inspection/maintenance/cleaning schedule.

12) TROUBLE REPORT CENTER: The Vendor must provide a centralized trouble report center that is staffed 24 hours a day, 7 days a week and accessible through a toll-free number. A toll-free number for repairs and assistance must be listed on the payphones.

- 13) REPAIR TIME: The Vendor must maintain adequate repair staff located throughout the state in order to minimize repair response time. Upon receiving a report of a trouble condition, the Vendor shall correct the problem within the time parameters in its accepted proposal, but no later than 24 hours for serious problems causing service outage. The Vendor shall notify the site contact person upon arrival, and provide a verbal or automated report of trouble clearance promptly afterwards to the DPS and the site contact person, and a copy of the trouble ticket when requested. If the problem cannot be corrected within the specified time parameters, the Vendor must provide notice to the site contact person of the action that will be undertaken to correct the problem, with a projected correction time. The Vendor bears the responsibility to ensure the service problem is promptly resolved even if a LEC is involved, and must notify the State of delays and of problem resolution. Customer service is very important and includes keeping the customer informed at all times.
- 14) REPAIR LOG/ANALYSIS OF PROBLEMS: A repair log must be maintained by the Vendor, and a weekly trouble report must be furnished to DPS. The Vendor shall analyze repair history of each phone to identify repetitive failures, and make recommendations to DPS concerning sites experiencing high or repeated outages. Any removal of phones from a site must have prior DPS approval.
- 15) NETWORK FAILURE: In the event of a service-affecting network failure, the Vendor shall immediately provide notification to the affected end user.
- 16) DISASTER RECOVERY AND ESCALATION PROCEDURES: Major service-affecting problems that are not resolved within eight (8) hours, or two (2) hour in the case of ISC failures, will constitute a prolonged outage and shall be escalated by the Vendor. The Vendor shall adhere to the escalation procedure in its accepted proposal, and shall keep the State advised of any changes in personnel/contact information for those people in the escalation chain. The Vendor's escalation procedure shall include a single point of contact and a project manager with toll-free numbers and cell phone and/or pager numbers provided for 24x7x365 access. The plan shall delineate clear lines of authority and responsibility. Transportation, adequate equipment and spare parts and other resources must be available. Vendor shall provide assistance to State Emergency Management when requested due to disaster conditions.
- 17) PUBLIC PAYPHONE REPORTS:
- a. Reports for public payphones shall be provided by the Vendor to the State DPS Contract Administrator at the following address:  
North Carolina Department of Public Safety  
ATTN: DPS Payphone Contract Administrator  
840 West Morgan Street  
Raleigh, North Carolina 27603
  - b. All payphones that are a part of this contract must be listed. The Vendor shall specify a contact name knowledgeable of the Vendor's data processing system and authorized to generate required reports. Monthly reports shall be furnished to the State a maximum of twenty-five (25) days from end of each monthly revenue cycle. Reports shall be furnished in Excel format by email or secure Internet access, with a backup paper copy furnished.

Report formats must be consistent throughout the report in spelling, spacing, abbreviations, etc. so that the report can be sorted in Excel. Vendor must supply sample copies of reports with their bid response.

- c. As a minimum, the public payphone reports will include the following:
- i. Payphone Revenue Report: Furnish monthly revenue report sorted by payphone. The report must include a line for each payphone and columns for the following: ANI, site name, address with city and zip code, actual location, number of calls by type, Minutes of Use (MOU), revenue generated, dial around revenue collected, fees, total revenue. All data must be actual, not estimates. This report must be signed by a principal officer of the Vendor and verified for accuracy.
  - ii. Call Detail Records (CDR): Furnish monthly report of complete CDRs from each public payphone, downloadable from a secure web hosting service. The CDR must contain date, time, originating ANI, called number, type of call, charges, monies deposited, call setup time and duration and other information that may be available.
  - iii. Database Report: Furnish an updated monthly report listing all payphones with installation date, type of phone, booth, accessories, LEC, ANI, site name, address with city and zip code, site contact name and phone number and other information if requested by the State.
  - iv. Changes Report: Furnish a monthly report summarizing the additions and/or agreed deletions of payphones, any other changes, and the dates and reasons for each action.
  - v. Weekly Trouble/Maintenance Report: Furnish a weekly report of all trouble calls and maintenance visits, with trouble ticket number, date of call/visit, ANI, site name, problem description, and date of resolution. This report is to be sorted by payphone and be furnished in MS Excel format.
  - vi. Additional Reports: The Vendor agrees to develop additional reports and capabilities as may be reasonably required by the State, and to provide the State with such reports and capabilities at a frequency to be mutually acceptable to the parties, at no charge to the State. Examples of such reports and capabilities include a revenue variance report, and an on-line read-only access to the Vendor's State payphone data.
  - vii. Vendor must include with its proposal, samples of the above types of revenue reports.
- 18) CALL COMPLETION DELAY: Vendor Switching delay contribution to total delays in call completion time during busy hours should not exceed five (5) seconds. If the call is not set up within that time, an operator shall come on-line within 5 seconds for assistance.  
**Specify any call completion delay that may be experienced on Vendor network. Vendor must specify the minimum, maximum and average setup times in seconds for direct dialed and operator handled calls.**

- 19) BILLING INCREMENTS: Vendor must specify their billing procedure for a call. What is the length of an initial minimum period and the billing increments for additional time?
- 20) DATABASE BACKUP: Vendor must have the necessary back up or redundant database system for CDR and revenue databases implemented within this service offering for public payphones. The backup/redundant database system requirement will ensure continuity of CDR and revenue data in the event system failures. Vendor is required to perform data recovery on a periodic basis to ensure that database and software are up to date and functioning properly. Vendor must describe the methodology employed to address the CDR and revenue database backups and continuity process for the public payphone sectors.
- 21) PUBLIC PAYPHONE LOCATION AND REVENUE: See Exhibit A4

#### **IV. Cost Proposal**

- 1) OFFER COSTS: The Vendor must list and describe any applicable offer costs which may include but not limited to the following:
  - a) Software License fees or costs
  - b) Base system software
  - c) Customization required or proposed addressing specification
  - d) Additional modules required or proposed addressing specifications
  - e) 3rd party software, if any, required for the operation of the system
  - f) Technical and user documentation
  - g) Installation/conversion/integration/transition costs
  - h) Training including training materials
  - i) Maintenance costs, to include, per year
  - j) Existing software upgrade/integration/training
  - k) Updates to supplemental files
  - l) Revisions to documentation
  - m) Utilities
  - n) New functionality compared to prior available functionality in the market
  - o) Technical support/customer service, per year
  - p) Other costs (*describe what these other costs are*)
  - q) Unlimited phone technical support for the technical staff
  - r) The costs for customization shall be detailed on an attached sheet of paper by item and cost for each base system modification.
  - s) The consulting and other value added service hourly rates or costs shall be listed separately by type of service. Travel and lodging expenses, if any, must be thoroughly described; and are limited by the State's Terms and Conditions.
- 2) ALTERNATIVE COST RESPONSE: Vendors who propose an Alternative cost response must submit a separate document labeled "ALTERNATIVE COST RESPONSE".

**V. Other Requirements and Special Terms**

- 1) **VENDOR UTILIZATION OF WORKERS OUTSIDE U.S.:** In accordance with N.C.G.S. §143B-1361(b), the Vendor must detail the manner in which it intends to utilize resources or workers in the RFP response. The State of North Carolina will evaluate the additional risks, costs, and other factors associated with such utilization prior to making an award for any such Vendor’s offer. The Vendor shall provide the following for any offer or actual utilization or contract performance:
  - a) The location of work performed under a state contract by the Vendor, any subcontractors, employees, or other persons performing the Agreement and whether any of this work will be performed outside the United States
  - b) The corporate structure and location of corporate employees and activities of the Vendors, its affiliates or any other subcontractors
  - c) Notice of the relocation of the Vendor, employees of the Vendor, subcontractors of the Vendor, or other persons performing Services under a state contract outside of the United States
  - d) Any Vendor or subcontractor providing call or contact center Services to the State of North Carolina shall disclose to inbound callers the location from which the call or contact center Services are being provided

Will any work under the Agreement be performed outside the United States? Where will Services be performed: _____	YES _____	NO _____
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- 2) **SPECIAL TERMS AND CONDITIONS:** Reserved
- 3) **FINANCIAL STATEMENTS:** Agencies must determine that a Vendor has sufficient financial resources to perform. GS 143B-1350(h1). The Vendor shall provide evidence of financial stability with its response to this RFP as further described hereinbelow. As used herein, Financial Statements shall exclude tax returns and compiled statements.
  - a) For a publicly traded company, Financial Statements for the past three (3) fiscal years, including at a minimum, income statements, balance sheets, and statement of changes in financial position or cash flows. If three (3) years of financial statements are not available, this information shall be provided to the fullest extent possible, but not less than one year. If less than 3 years, The Vendor must explain the reason why they are not available.
  - b) For a privately held company, when certified audited financial statements are not prepared: a written statement from the company’s certified public accountant stating the financial condition, debt-to-asset ratio for the past three (3) years and any pending actions that may affect the company’s financial condition.
  - c) The State may, in its sole discretion, accept evidence of financial stability other than Financial Statements for the purpose of evaluating Vendors’ responses to this RFP. The State reserves the right to determine whether the substitute information meets the requirements for Financial Information sufficiently to allow the State to evaluate the sufficiency of financial resources and the ability of the business to sustain performance of this RFP award. Scope Statements issued may require the submission of Financial Statements and specify the number of years to be provided, the information to be provided, and the most recent date required.
- 4) **DISCLOSURE OF LITIGATION:** *Reserved.*

- 5) **CRIMINAL CONVICTION:** Reserve
- 6) **SECURITY AND BACKGROUND CHECKS:** The Agency reserves the right to conduct a security background check or otherwise approve any employee or agent provided by the Vendor, and to refuse access to or require replacement of any such staff for cause, including, but not limited to, technical or training qualifications, quality of work or change in security status or non-compliance with the Agency's security or other requirements.
- 7) **ASSURANCES:** In the event that criminal or civil investigation, litigation, arbitration or other proceedings disclosed to the State pursuant to this Section, or of which the State otherwise becomes aware, during the term of the Agreement, causes the State to be reasonably concerned about:
  - a) the ability of the Vendor or its subcontractor to continue to perform the Agreement in accordance with its terms and conditions, or
  - b) whether the Vendor or its subcontractor in performing Services is engaged in conduct which is similar in nature to conduct alleged in such investigation, litigation, arbitration or other proceedings, which conduct would constitute a breach of the Agreement or violation of law, regulation or public policy, then the Vendor shall be required to provide the State all reasonable assurances requested by the State to demonstrate that: the Vendor or its subcontractors hereunder will be able to continue to perform the Agreement in accordance with its terms and conditions, and the Vendor or its subcontractors will not engage in conduct in performing Services under the Agreement which is similar in nature to the conduct alleged in any such litigation, arbitration or other proceedings.
- 8) **CONFIDENTIALITY OF DATA AND INFORMATION:** *Reserved*
- 9) **PROJECT MANAGEMENT:** All project management and coordination on behalf of the Agency shall be through a single point of contact designated as the Agency Project Manager. The Vendor shall designate a Vendor Project Manager who will provide a single point of contact for management and coordination of the Vendor's work. All work performed pursuant to the Agreement shall be coordinated between the Agency Project Manager and the Vendor Project Manager.
- 10) **MEETINGS:** The Vendor is required to meet with Agency staff, or designated representatives, to resolve technical or contractual problems that may occur during the term of the Agreement. Meetings will occur as problems arise and will be coordinated by Agency. The Vendor will be given reasonable and sufficient notice of meeting dates, times, and locations. Face to face meetings are desired. However, at the Vendor's option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings, two (2) consecutive missed or rescheduled meetings, or failure to make a good faith effort to resolve problems, may result in termination of the Agreement.
- 11) **STOP WORK ORDER:** The State may issue a written Stop Work Order to Vendor for cause at any time requiring Vendor to suspend or stop all, or any part, of the performance due under the Agreement for a period up to ninety (90) days after the Stop Work Order is delivered to the Vendor. The ninety (90) day period may be extended for any further period for which the parties may agree.
  - a) The Stop Work Order shall be specifically identified as such and shall indicate that it is issued under this term. Upon receipt of the Stop Work Order, the Vendor shall immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the work covered by the Stop Work Order during the period of work suspension or stoppage.

Within a period of ninety (90) days after a Stop Work Order is delivered to Vendor, or within any extension of that period to which the parties agree, the State shall either:

- i) Cancel the Stop Work Order, or
  - ii) Terminate the work covered by the Stop Work Order as provided for in the termination for default or the termination for convenience clause of the Agreement.
- b) If a Stop Work Order issued under this clause is canceled or the period of the Stop Work Order or any extension thereof expires, the Vendor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the Agreement price, or both, and the Agreement shall be modified, in writing, accordingly, if:
- i) The Stop Work Order results in an increase in the time required for, or in the Vendor's cost properly allocable to the performance of any part of the Agreement, and
  - ii) The Vendor asserts its right to an equitable adjustment within thirty (30) days after the end of the period of work stoppage; provided that if the State decides the facts justify the action, the State may receive and act upon an offer submitted at any time before final payment under the Agreement.
- c) If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated in accordance with the provision entitled Termination for Convenience of the State, the State shall allow reasonable direct costs resulting from the Stop Work Order in arriving at the termination settlement.
- d) The State shall not be liable to the Vendor for loss of profits because of a Stop Work Order issued under this term.
- 12) **TRANSITION ASSISTANCE:** If the Agreement is not renewed at the end of this term, or is canceled prior to its expiration, for any reason, the Vendor must provide for up to six (6) months after the expiration or cancellation of the Agreement, all reasonable transition assistance requested by the State, to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees.

Such transition assistance will be deemed by the parties to be governed by the terms and conditions of the Agreement, (notwithstanding this expiration or cancellation) except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The State shall pay the Vendor for any resources utilized in performing such transition assistance at the most current rates provided by the Agreement for Contract performance. If the State cancels the Agreement for cause, then the State will be entitled to off set the cost of paying the Vendor for the additional resources the Vendor utilized in providing transition assistance with any damages the State may have otherwise accrued as a result of said cancellation.

- 13) **TERM EXTENSIONS:** Allows a month-to-month extension, of the discretion of the State.
- 14) **FINANCIAL RESOURCES ASSESSMENT, QUALITY ASSURANCE, PERFORMANCE AND RELIABILITY:**
- a) Pursuant to N.C.G.S. §143B-1350(h)(1), Agencies must conduct a risk assessment, including whether the Vendor has sufficient financial resources to satisfy the agreed upon limitation of liability prior to the award of a contract with Vendor.
  - b) Contract Performance Security. The State reserves the right to require performance guaranties pursuant to N.C.G.S. §143B-1340(f) and 09 NCAC 06B.1207 from the Vendor without expense to the State.

- c) Project Assurance, Performance and Reliability Evaluation – Pursuant to N.C.G.S. §143B-1340, the State CIO may require quality assurance reviews of Projects as necessary.

15) **UNANTICIPATED TASKS**: *Reserved*

16) **DUE DILIGENCE**: *Reserved*

## **VI. Proposal Content and Organization**

- 1) **CONTENTS OF PROPOSAL**: This section should contain all relevant and material information relating to the Vendor's organization, staff, and experience that would substantiate its qualifications and capabilities to perform the Services and/or provide the goods described in this RFP. If any relevant and material information is not provided, the offer may be rejected from consideration and evaluation. Offers will be considered and evaluated based upon the Vendor's full completion and response to the following, and any additional requirements herein, or stated in a separate Exhibit.
- 2) **INFORMATION AND DESCRIPTIVE LITERATURE**: The Vendor must furnish all information requested; and if response spaces are provided in this document, the Vendor shall furnish said information in the spaces provided. Further, if required elsewhere in this RFP, each Vendor must submit with their offer sketches, descriptive literature and/or complete specifications covering the products offered. References to literature submitted with a previous offer will not satisfy this provision. Proposals that do not comply with these requirements may be rejected.
- 3) **PROPOSAL CONTENT**: Demonstrate substantial conformity to the RFP specifications.
  - a) Clearly state your understanding of the problem(s) presented by this RFP.
    - i) Response to technical specifications
    - ii) Cost offer
  - b) Detailed description of the Vendor's firm should include all of the following:
    - i) Full name, address, and telephone number of the organization;
    - ii) Date established;
    - iii) Background of firm;
    - iv) Ownership (public company, partnership, subsidiary, etc.);
    - v) If incorporated, state of incorporation must be included.
    - vi) Number of full-time employees on January 1st for the last three years or for the duration that the Vendor's firm has been in business, whichever is less.
- 4) **ERRATA OR EXCEPTIONS**: Any errata or exceptions must be stated on a separate page, labeled "Errata and/or Exceptions" with references to the corresponding terms or provisions of the Solicitation.
- 5) **OFFER FORMAT**: The offers should contain the entire solicitation and be organized in the order in which the requirements and/or desirable performance criteria are presented in the RFP. **The Execution page of this RFP must be placed at the front of the Proposal.** Each page should be numbered. The offer should contain a table of contents, which cross-references the RFP requirement and the specific page of the response in the Vendor's offer.

- 6) **GENERAL INSTRUCTIONS:** Vendors are strongly encouraged to adhere to the following general instructions in order to bring clarity and order to the offer and subsequent evaluation process:
- a) Elaborate offers in the form of brochures or other presentations beyond that necessary to present a complete and effective offer are not desired.
  - b) The response should be complete and comprehensive with a corresponding emphasis on being concise and clear.
- 7) **RFP RESPONSE ORGANIZATION:** The offer should be organized and indexed in the following format and should contain, at a minimum, all listed items in the sequence indicated.
- a) Letter of Transmittal - Each offer must be accompanied by a letter of transmittal that provides the following information:
    - i) Identify the submitting organization;
    - ii) Identify the name, title, telephone and fax number, along with an e-mail address of the person authorized by the organization to contractually obligate the organization;
    - iii) Identify the name, title, telephone and fax number, along with an e-mail address of the person authorized to negotiate the Agreement on behalf of the organization;
    - iv) Identify the names, titles, telephone and fax number, along with an e-mail address of the person to be contacted for clarification;
    - v) Acknowledge receipt of any and all amendments to this RFP.
  - b) Table of Contents.
  - c) Response to Technical Specifications.
  - d) Completed Cost Offer.
  - e) References.
  - f) Financial Information.
  - g) Conflict of Interest:
    - i) Provide a statement that no assistance in preparing the response was received from any current or former employee of the State of North Carolina whose duties relate(d) to this RFP, unless such assistance was provided by the state employee in his or her official public capacity and that neither such employee nor any member of his or her immediate family has any financial interest in the outcome of this RFP;
    - ii) State if the Vendor or any employee of the Vendor is related by blood or marriage to an Agency employee or resides with an Agency employee. If there are such relationships, list the names and relationships of said parties. Include the position and responsibilities within the Vendor's organization of such Vendor employees; and
    - iii) State the employing State Agency, individual's title at that State Agency, and termination date.
  - h) Errata and Exceptions, if any. Offers conditioned upon acceptance of Vendor Exceptions may be determined to be non-responsive by the State.
  - i) Copy of the Vendor's License and Maintenance Agreements, if any. The State reserves the right to edit or modify these agreements to conform to the best interest of the State.
  - j) Other Supporting Material Including Technical System Documentation.

- k) Training and Other Materials, Samples or Examples.
- l) Within each section of their offer, Vendors should address the items in the order in which they appear in this RFP. Forms, if any provided in the RFP, must be completed and included in the appropriate section of the offer. All discussion of proposed costs, rates, or expenses must be presented with the cost response.
- 8) **ADHERENCE TO INSTRUCTIONS:** Any offer that does not adhere to these instructions may be deemed non-responsive and rejected on that basis.
- 9) **ATTACHMENTS:** Vendors may attach other materials that they feel may improve the quality of their responses. However, these materials should be included as items in a separate appendix.

## **Section VII. Attachments or Exhibits**

### **Attachment A: Certification of Compliance with Executive Order # 24**

**Attachment B: Vendor Business Information** (*Vendor to follow this format to submit separate information for prime Vendor and for any proposed subcontractors*)

### **Attachment C: Vendor Qualifications – Statewide Service**

### **Attachment D: Vendor Qualifications – Additional Inmate Requirements**

### **Attachment E: Vendor References**

### **Attachment F: Subcontractor References**

### **Attachment G: Taxes, Surcharges, and Fees**

### **Exhibit A: Inmate Communication System Spreadsheets**

**Exhibit A-1: Facility Addresses**

**Exhibit A-2: FY1314 Revenue and Call Totals**

**Exhibit A-3: International Inmate Call Rates**

**Exhibit A-4: Public Payphone Six Months Call Data and Revenues**

**Attachment A. – Certification of Compliance With Executive Order # 24**

The undersigned certifies, to the best of his or her knowledge and belief, that:

By Executive Order 24, issued by Governor Perdue, and N.C.G.S. § 133-32, it is unlawful for any Vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or Vendor), to make gifts or to give favors to any State employee of the Governor’s Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those Vendors and contractors who:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, Vendors and contractors are encouraged to review Executive Order 24 and G.S. § 133-32.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction.

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N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of this Attachment and submitting a bid in response to the accompanying solicitation, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

<b>TYPE OR PRINT NAME &amp; TITLE OF PERSON SIGNING:</b>	<b>E-MAIL:</b>
<b>AUTHORIZED SIGNATURE:</b>	<b>DATE:</b>

**Attachment B - Vendor Business Information**

*Vendor must utilize this format to furnish information on separate sheets for Vendor and for each proposed Subcontractor*

**Is this firm the Prime Vendor \_\_\_\_\_ or a proposed Subcontractor \_\_\_\_\_?**

(If Subcontractor, specify in detail which portion of the contract it will perform:

**Full Name of Firm:**

**Federal Tax ID Number:**

**Address:**

**Telephone number:**

**Email contact/address:**

**Date Firm was Established:**

**Ownership (public company, partnership, subsidiary, etc.):**

**If incorporated, State of incorporation:**

**Foreign Domestication or incorporation in North Carolina? (provide NC Secretary of State's Certification)**

**Number of full-time employees on January 1 for the last three years:**

**Experience in providing payphone service for public and inmate locations** [for each setting show number of years' experience, number of phones provided, type of service provided (local, InterLATA, IntraLATA, International) and average inmate population served]

**Location, staff size and ownership of operator services proposed for use under the contract.** (If Vendor

is not the owner, submit copies of all proposed contractual agreements to provide such services.)

**Location and availability of service and repair facilities and staff.** (If Vendor is not the owner, submit copies of all proposed contractual agreements to provide services.)

**Copy of Vendor's NCPUC certification to provide inmate and public payphone services in North Carolina.**

### Attachment C - Vendor Qualifications – Statewide Service

*Vendor must use this form to respond to Section II Vendor Qualifications items 2., 3., 4., 5. References should be customers where you are the prime contractor for services provided with the minimums stated.*

Client Company where Vendor is the prime contractor:
Address:
Client Contact Name:
Client Contact Position:
Client Contact Phone:
Client Contact Fax:
Client Contact Email:
Descriptive summary of service provided (If service was provided as part of a prior or current joint venture, include names of other organizations involved in joint venture):
Date of Award and Duration of contract:
# of Payphones Involved: Public (minimum of 600):_____ Inmate(minimum of 1000): _____
# of Sites Involved: Public:_____ Inmate: _____
List of Cities where service is provided?

## Attachment D - Vendor Qualifications -Additional Inmate Requirements

*Vendor must use this form to respond to Section II Vendor Qualifications items 6. References should be customers where you are the prime contractor for services provided with the minimum stated.*

Client Company where Vendor is the prime contractor:
Address:
Client Contact Name:
Client Contact Position:
Client Contact Phone:
Client Contact Fax:
Client Contact Email:
Descriptive summary of service provided (If service was provided as part of a prior or current joint venture, include names of other organizations involved in joint venture):
Date of Award and Duration of contract:
# of Inmate Payphones Involved: (must be at least 800)_____
# of Prison Sites Involved:
List of Cities where service is provided?

## Attachment E - Vendor References

*Vendor must use this form to respond to Section VII. A minimum of five (5) references are required for similar scope in service.*

Client Company where Vendor is the prime contractor:
Address:
Client Contact Name:
Client Contact Position:
Client Contact Phone:
Client Contact Fax:
Client Contact Email:
Descriptive summary of service provided (If service was provided as part of a prior or current joint venture, include names of other organizations involved in joint venture):
Date of Award and Duration of contract:
# of Payphones Involved: Public: _____ Inmate: _____
# of Sites Involved: Public: _____ Inmate: _____
List of Cities where service is provided?

## Attachment F - Subcontractor References

*Vendor must use this form to respond to Section VII. A minimum of three (3) references are required for similar scope in service.*

Client Company where Vendor is the prime contractor:
Address:
Client Contact Name:
Client Contact Position:
Client Contact Phone:
Client Contact Fax:
Client Contact Email:
Descriptive summary of service provided (If service was provided as part of a prior or current joint venture, include names of other organizations involved in joint venture):
Date of Award and Duration of contract:
# of Payphones Involved: Public: _____ Inmate: _____
# of Sites Involved: Public: _____ Inmate: _____
List of Cities where service is provided?

### Attachment G - Taxes, Surcharges and Fees

Description	Amount	Charged monthly, per transaction, per call, or other?	Applicable to Collect, Prepaid Collect, Direct Billed and/or Debit?	Applicable to Local, IntraLATA, InterLATA, or Interstate?	Explanation/Justification for Fees
State Taxes					
Other State fees					
Federal Taxes					
Other Federal Fees					
Bill Statement Fee					
Direct Bill Surcharge/Fee					
Prepaid Account Set up Surcharge/Fee					
Prepaid Account Funding Surcharge/Fee by Internet					
Prepaid Account Funding Surcharge/Fee by Telephone					
Prepaid Account Funding surcharges/fees by third-party agents - (Western Union, TouchPay, etc.)					
Refund Fee	Not Allowed				
Account Maintenance surcharge/Fee					
Inactive Account Fee	Not Allowed				

Regulatory Cost Recovery surcharge/Fee					
Universal Service Fund Administrative Fee					
Other? Describe any other Discretionary Fees that are not addressed above					

Site Name	Site Address	Site City	State	Zip Code	# of Phones
NC DPS-Adult Corrections Admin. Building	840 West Morgan St	Raleigh	NC	27603	1
Albemarle Correctional Institution	44150 Airport Road	New London	NC	28127	30
Alexander Correctional Institution	633 Old Landfill Road	Taylorsville	NC	28681	64
Anson Correctional Institution	552 Prison Camp Rd.	Polkton	NC	28135	100
Avery/Mitchell Correctional Institution	600 Amity Park Road	Spruce Pine	NC	28777	30
Bertie Correctional Institution	218 Cooper Hill Rd.	Windsor	NC	27983	72
<b>Black Mountain Treatment for Women *</b>	<b>1449 North Fork Rd.</b>	<b>Black Mountain</b>	<b>NC</b>	<b>28711</b>	7
Caldwell Correctional Center	480 Pleasant Hill Road	Lenoir	NC	28645	18
Caledonia Correctional Institution	2787 Caledonia Dr.	Tillery	NC	27882	48
Carteret Correctional Center	1084 Orange Street	Newport	NC	28570	14
Caswell Correctional Center	444 County Home Road	Blanch	NC	27212	30
Catawba Correctional Center	1347 Prison Camp Road	Newton	NC	28658	14
Central Prison	1300 Western Boulevard	Raleigh	NC	27606	48
Columbus Correctional Institution	1255 Prison Camp Rd.	Brunswick	NC	28424	27
Craggy Correctional Center	2992 Riverside Dr.	Asheville	NC	28804	33
Craven Correctional Institution	600 Alligator Road	Vanceboro	NC	28586	68
Dan River Prison Work Farm	981 Murray Road	Yanceyville	NC	27379	39
<b>DART-Cherry *</b>	<b>1302 West Ash Street</b>	<b>Goldsboro</b>	<b>NC</b>	<b>27530</b>	15
Davidson Correctional Center	1400 Thomason Street	Lexington	NC	27292	22
Eastern Correctional Institution	2821 Highway 903 N	Maury	NC	28554	33
Foothills Correctional Institution	5150 Western Avenue	Morganton	NC	28655	42
Forsyth Correctional Center	307 Craft Drive	Winston Salem	NC	27105	15
Franklin Correctional Center	5918 NC Highway 39 South	Bunn	NC	27508	18
Gaston Correctional Center	520 Justice Court	Dallas	NC	28034	17
Greene Correctional Institution	2699 Highway 903 N	Maury	NC	28554	26
Harnett Correctional Institution	1210 E McNeil Street	Lillington	NC	27546	36
Hoke Correctional Institution	243 Old NC Highway 211	Raeford	NC	28376	30
Hyde Correctional Institution	620 Prison Road	Fairfield	NC	27826	35
Johnston Correctional Institution	2465 US 70 West	Smithfield	NC	27577	23
Lincoln Correctional Center	464 Roper Drive	Lincolnton	NC	28092	15
Lumberton Correctional Institution	75 Legend Rd.	Lumberton	NC	28358	30
Marion Correctional Institution	355 Old Glenwood Road	Marion	NC	28752	35
Maury Correctional Institution	2568 Moore Rouse Rd	Maury	NC	28538	66
Morrison Correctional Institution	1573 McDonald Church Rd	Hoffman	NC	28347	37
Mountain View Correctional Institution	545 Amity Park Road	Spruce Pine	NC	28777	37
Nash Correctional Institution	2869 US 64 A	Nashville	NC	27856	39
NC Corr. Institution for Women	1034 Bragg Street	Raleigh	NC	27610	113
Neuse Correctional Institution	701 Stevens Mill Road	Goldsboro	NC	27533	57
New Hanover Correctional Center	330 Division Drive	Wilmington	NC	28402	15
North Piedmont Correctional Institute	1420 Raleigh Road	Lexington	NC	27292	14
Odom Correctional Institution	485 Odom Prison Road	Jackson	NC	27845	23
Orange Correctional Center	2110 Clarence Walters Road	Hillsborough	NC	27278	11
Pamlico Correctional Institution	601 North Third Street	Bayboro	NC	28515	33

Pasquotank Correctional Institution	527 Commerce Drive	Elizabeth City	NC	27906	39
Pender Correctional Institution	906 Penderlea Hwy	Burgaw	NC	28425	31
Piedmont Correctional Institution	1245 Camp Rd.	Salisbury	NC	28147	77
Polk Correctional Institution	1001 Veazey Road	Butner	NC	27509	46
Randolph Correctional Center	2760 South US Hwy 220 Business	Asheboro	NC	27203	10
Rutherford Correctional Center	549 Ledbetter Road	Spindale	NC	28160	14
Sampson Correctional Institution	700 N. West Blvd Hwy 421 N.	Clinton	NC	28328	18
Sanford Correctional Center	417 Advancement Center Road	Sanford	NC	27330	21
Scotland Correctional Institution	22385 McGirt's Bridge Road	Laurinburg	NC	28353	77
Southern Correctional Institution	272 Glen Road	Troy	NC	27371	47
Swannanoa Corr. Center for Women	55 Lake Eden Rd.	Black Mountain	NC	28711	27
Tabor Correctional Institution **	4600 Swamp Fox Hwy.	Tabor City	NC	28463	86
Tyrrell Prison Work Farm	620 Snell Road	Columbia	NC	27925	37
Wake Correctional Center	1000 Rock Quarry Road	Raleigh	NC	27610	36
Warren Correctional Institution	379 Collins Road	Manson	NC	27553	63
Wilkes Correctional Center	404 Statesville Road	North Wilkesboro	NC	28659	12
					<b>2,018</b>

\*Black Mountain & DART Cherry fall under DACDP and are non-prison sites

Exhibit – A2 Prisons 12 Month Call Data and Revenues (July 1, 2017 – June 30, 2018)

Call Type	Calls	Minutes	Revenue
Direct Remit Puerto Rico/Virgin Isl.	0	0	\$0.00
Direct Remit Local	4	42	\$5.00
Direct Remit Intrastate Intralata	3	31	\$10.20
Direct Remit Intrastate Interlata	7	93	\$23.80
Direct Remit Interstate Interlata	2	30	\$6.80
Direct Bill Puerto Rico/Virgin Islnd.	70	1,015	\$238.00
Direct Bill Local	2,699	34,145	\$3,373.75
Direct Bill Intrastate Intralata	1,284	15,695	\$4,365.60
Direct Bill Intrastate Interlata	1,872	21,723	\$6,364.80
Direct Bill Interstate Interlata	970	10,779	\$3,298.00
Direct Bill Interstate Interlata	93	1,115	\$316.20
Debit Puerto Rico & Virgin Islands	255	3,429	\$1,167.50
Debit Other International	806	8,389	\$7,569.25
Debit (Non US) Caribbean	868	10,696	\$3,543.85
Debit Mexico	146,814	1,990,819	\$180,707.06
Debit Local	1,680,455	23,165,201	\$1,922,489.39
Debit Intrastate Intralata	198,909	2,691,074	\$608,179.30
Debit Intrastate Interlata	568,344	7,684,511	\$1,739,128.44
Debit Interstate Interlata	114,237	1,551,392	\$349,565.24
Debit Canada	248	3,416	\$843.20
Collect Puerto Rico/Virgin Islands	211	2,943	\$717.40
Collect Local	126,092	1,619,534	\$170,450.50
Collect Intrastate Intralata	80,174	1,040,392	\$272,591.60
Collect Intrastate Interlata	280,844	3,652,207	\$954,869.60
Collect Interstate Intralata	625	8,337	\$2,125.00
Collect Interstate Interlata	36,964	491,461	\$125,677.60
Collect Canada	612	8,352	\$2,080.80
AP Puerto Rico/Virgin Islands	287	4,104	\$914.36
Advance Pay Other International	36	514	\$479.00
Advance Pay Mexico	0	0	\$0.00
AP (Non US) Caribbean	75	1,043	\$255.00
Advance Pay Local	2,055,385	28,426,841	\$2,604,925.55
Advance Pay Intrastate Intralata	250,035	3,426,594	\$850,119.00
Advance Pay Intrastate Interlata	926,221	12,582,879	\$3,149,151.40
Advance Pay Interstate Intralata	1,185	16,348	\$3,581.72
Advance Pay Interstate Interlata	129,119	1,752,298	\$398,804.35
Advance Pay Canada	368	5,143	\$1,251.20
<b>Total:</b>	<b>6,606,173</b>	<b>90,232,585</b>	<b>\$13,369,189.46</b>

## INTERNATIONAL INMATE CALL RATES

Country Code	Country Name	Initial Amount	Additional Per Minute	Country Code	Country Name	Initial Amount	Additional Per Minute
93	Afgahanistan	1.50	1.50	596	French Antilles	1.00	1.00
355	Albania	1.00	1.00	594	French Guiana	1.00	1.00
213	Algeria	1.50	1.50	689	French Polynesia	1.50	1.50
376	Andorra	1.00	1.00	241	Gabon	1.50	1.50
244	Angola	1.50	1.50	220	Gambia	1.50	1.50
672	Antarctica	2.00	2.00	995	Georgia	1.50	1.50
54	Argentina	1.00	1.00	49	Germany	0.75	0.75
374	Armenia	1.00	1.00	233	Ghana	1.00	1.00
297	Aruba	1.00	1.00	350	Gibraltar	1.50	1.50
247	Ascension Island	2.00	2.00	30	Greece	1.00	1.00
61	Australia	1.00	1.00	299	Greenland	1.50	1.50
43	Austria	1.00	1.00	590	Guadeloupe	1.50	1.50
994	Azerbaijan	1.50	1.50	502	Guatemala	1.50	1.50
973	Bahrain	1.50	1.50	224	Guinea	1.50	1.50
880	Bangladesh	1.50	1.50	245	Guinea Bissau	2.00	2.00
375	Belarus	1.50	1.50	592	Guyana	1.50	1.50
32	Belguim	1.00	1.00	509	Haiti	1.50	1.50
501	Belize	1.50	1.50	504	Honduras	1.50	1.50
229	Benin	1.50	1.50	852	Hong Kong	0.75	0.75
975	Bhutan	1.50	1.50	36	Hungary	1.00	1.00
591	Boliva	1.00	1.00	354	Iceland	1.00	1.00
387	Bosnia-Herzegovina	1.50	1.50	91	India	1.00	1.00
267	Botswana	1.50	1.50	62	Indonesia	1.50	1.50
55	Brazil	0.75	0.75	98	Iran	1.50	1.50
673	Brunei	1.50	1.50	964	Iraq	1.50	1.50
359	Bulgaria	1.50	1.50	353	Ireland	0.75	0.75
226	Burkina Faso	1.50	1.50	972	Israel	1.00	1.00
257	Burundi	1.00	1.00	39	Italy	0.75	0.75
855	Cambodia	1.50	1.50	225	Ivory Coast	1.50	1.50
237	Cameroon	1.50	1.50	81	Japan	0.75	0.75
238	Cape Verde	1.50	1.50	962	Jordan	1.00	1.00
236	Central Afr Rep	1.50	1.50	254	Kenya	1.50	1.50
235	Chad	1.50	1.50	686	Kiribati	2.00	2.00
56	Chile	1.00	1.00	965	Kuwait	1.50	1.50
86	China	1.00	1.00	996	Kyrgyzstan	1.50	1.50
57	Columbia	0.75	0.75	856	Laos	1.50	1.50

269	Comoros	1.50	1.50	371	Latvia	1.50	1.50
242	Congo	1.00	1.00	961	Lebanon	1.50	1.50
682	Cook Is.	1.50	1.50	266	Lesotho	1.50	1.50
506	Costa Rica	0.75	0.75	231	Liberia	1.50	1.50
385	Croatia, Republic of	1.00	1.00	218	Libya	2.00	2.00
53	Cuba	2.00	2.00	370	Lithuania	1.50	1.50
357	Cyprus	1.00	1.00	352	Luxemberg	1.00	1.00
420	Czech Republic	1.50	1.50	853	Macao	1.00	1.00
45	Denmark	0.75	0.75	389	Macedonia	1.50	1.50
246	Diego Garcia	2.00	2.00	261	Madagascar	2.00	2.00
253	Djibouti	2.00	2.00	265	Malawi	1.50	1.50
670	East Timor	2.00	2.00	60	Malaysia	1.00	1.00
593	Ecuador	1.50	1.50	960	Maldives	1.50	1.50
20	Egypt	1.50	1.50	223	Mali Republic	1.50	1.50
503	El Savador	1.00	1.00	356	Malta	1.50	1.50
240	Equatorial Guinea	1.50	1.50	692	Marshall Islands	1.50	1.50
291	Eritea	1.50	1.50	222	Mauritania	2.00	2.00
372	Estonia	1.50	1.50	230	Mauritius	2.00	2.00
251	Ethiopia	1.50	1.50	52	Mexico	0.75	0.75
298	Faeros Islands	1.50	1.50	691	Micronesia	2.00	2.00
500	Falkland Isl	2.00	2.00	373	Moldova	1.50	1.50
82	Korea	0.75	0.75	377	Monaco	1.00	1.00
358	Finland	0.75	0.75	976	Mongolia	1.50	1.50
33	France	0.75	0.75	382	Montenegro	1.50	1.50

Payphone #	Site Name	Street Address	City	St	Zip	Dur in Seconds	# of calls	Revenue
3362269597	Alamance C.C	1304 Plaza Dr.	Burlington	NC	27217-	270	9	2.00
3365789920	Alamance C.C.	1247 Jimmie-Kerr Road	Graham	NC	27253-	1359	8	2.50
2523840478	Albemarle Regional Health Service	709 Roanoke Ave	Elizabeth City	NC	27909-	2247	33	3.55
8284309851	Broughton Hospital	1000 S. Sterling Street	Morganton	NC	28655-	129	1	0.00
8284338155	Broughton Hospital	1000 S. Sterling Street	Morganton	NC	28655-	379738	1182	0.00
8284338643	Broughton Hospital	1000 S. Sterling Street	Morganton	NC	28655-	1807521	11490	371.85
8284338878	Broughton Hospital	1000 S. Sterling Street	Morganton	NC	28655-	240081	613	76.50
8284339043	Broughton Hospital	1000 S. Sterling Street	Morganton	NC	28655-	15258	31	0.00
8284339058	Broughton Hospital	1000 S. Sterling Street	Morganton	NC	28655-	1647605	8548	191.25
8284339308	Broughton Hospital	1000 S. Sterling Street	Morganton	NC	28655-	2085250	13227	867.10
8284339642	Broughton Hospital	1000 S. Sterling Street	Morganton	NC	28655-	125914	355	0.00
8284339843	Broughton Hospital	1000 S. Sterling Street	Morganton	NC	28655-	469645	1033	1.00
8284339936	Broughton Hospital	1000 S. Sterling Street	Morganton	NC	28655-	378008	1042	7.75
8284339955	Broughton Hospital	1000 S. Sterling Street	Morganton	NC	28655-	1694097	10777	860.75
8284379821	Broughton Hospital	1000 S. Sterling Street	Morganton	NC	28655-	160959	577	8.25
8284379921	Broughton Hospital	1000 S. Sterling Street	Morganton	NC	28655-	4771728	16002	426.10
8284379924	Broughton Hospital	1000 S. Sterling Street	Morganton	NC	28655-	1132529	4116	210.25
8284379926	Broughton Hospital	1000 S. Sterling Street	Morganton	NC	28655-	1675984	8744	242.10
8284379975	Broughton Hospital	1000 S. Sterling Street	Morganton	NC	28655-	217	2	0.50
8284379996	Broughton Hospital	1000 S. Sterling Street	Morganton	NC	28655-	0	0	0.00
8284389345	Broughton Hospital	1000 S. Sterling Street	Morganton	NC	28655-	1344380	7531	883.40
8284389812	Broughton Hospital	1000 S. Sterling Street	Morganton	NC	28655-	3734431	20731	616.05
8284389832	Broughton Hospital	1000 S. Sterling Street	Morganton	NC	28655-	3031684	14066	243.55
8284389916	Broughton Hospital	1000 S. Sterling Street	Morganton	NC	28655-	101926	601	108.00
8284399585	Broughton Hospital	1000 S. Sterling Street	Morganton	NC	28655-	77	6	0.00
9104589658	Carolina Beach State Park	1010 State Park Rd.	Carolina Beach	NC	28428-	4318	28	1.50
7045963261	Center For Community Transitions	5825 Old Concord Rd.	Charlotte	NC	28212-	2467520	3734	220.85
7045969048	Center For Community Transitions	5825 Old Concord Rd.	Charlotte	NC	28212-	4484989	6256	3,694.30
7049219286	Center For Community Transitions	5825 Old Concord Rd.	Charlotte	NC	28212-	2155129	3120	1,802.85
9195750555	Central Regional Hospital	1003 12th St. Bldg. 39	Butner	NC	27509-	130667	137	12.25
9195750556	Central Regional Hospital	1003 12th St. Bldg. 39	Butner	NC	27509-	300554	848	0.00
9195750557	Central Regional Hospital	1003 12th St. Bldg. 39	Butner	NC	27509-	64852	159	16.20
9195750558	Central Regional Hospital	1003 12th St. Bldg. 39	Butner	NC	27509-	883291	1167	10.50

9195750920	Central Regional Hospital	152 Veasey Rd.	Butner	NC	27509-	354694	2949	0.50
9195750963	Central Regional Hospital	152 Veasey Rd.	Butner	NC	27509-	753579	5251	130.60
9195750971	Central Regional Hospital	152 Veasey Rd.	Butner	NC	27509-	909159	3369	121.10
9195750987	Central Regional Hospital	152 Veasey Rd.	Butner	NC	27509-	1065024	4011	445.75
9195754515	Central Regional Hospital	152 Veasey Rd.	Butner	NC	27509-	820668	3845	45.05
9195754516	Central Regional Hospital	152 Veasey Rd.	Butner	NC	27509-	410304	1661	98.25
9195754517	Central Regional Hospital	152 Veasey Rd.	Butner	NC	27509-	270114	896	8.50
9195754518	Central Regional Hospital	152 Veasey Rd.	Butner	NC	27509-	4933	30	4.25
9195754647	Central Regional Hospital	152 Veasey Rd.	Butner	NC	27509-	4357	48	0.00
9195754648	Central Regional Hospital	152 Veasey Rd.	Butner	NC	27509-	2182811	5687	157.00
9195754704	Central Regional Hospital	152 Veasey Rd.	Butner	NC	27509-	2424612	8987	260.35
9195754705	Central Regional Hospital	152 Veasey Rd.	Butner	NC	27509-	1059277	3574	191.85
9195754706	Central Regional Hospital	152 Veasey Rd.	Butner	NC	27509-	895064	3168	164.75
9195755108	Central Regional Hospital	152 Veasey Rd.	Butner	NC	27509-	988123	2021	88.30
9195755109	Central Regional Hospital	152 Veasey Rd.	Butner	NC	27509-	705530	1828	5.00
9195755155	Central Regional Hospital	152 Veasey Rd.	Butner	NC	27509-	297554	1375	2.50
9195755177	Central Regional Hospital	152 Veasey Rd.	Butner	NC	27509-	518340	5378	1.00
9195755733	Central Regional Hospital	152 Veasey Rd.	Butner	NC	27509-	585336	1454	0.00
9195755813	Central Regional Hospital	152 Veasey Rd.	Butner	NC	27509-	866	11	0.00
9195755814	Central Regional Hospital	152 Veasey Rd.	Butner	NC	27509-	435101	1185	49.80
9195755815	Central Regional Hospital	152 Veasey Rd.	Butner	NC	27509-	1201119	3423	21.50
9195755816	Central Regional Hospital	152 Veasey Rd.	Butner	NC	27509-	113203	304	17.00
9195758472	Central Regional Hospital	152 Veasey Rd.	Butner	NC	27509-	270233	676	19.05
9195758601	Central Regional Hospital	152 Veasey Rd.	Butner	NC	27509-	942159	1546	4.00
9195758621	Central Regional Hospital	152 Veasey Rd.	Butner	NC	27509-	163932	384	10.50
9195758679	Central Regional Hospital	152 Veasey Rd.	Butner	NC	27509-	651456	4257	451.00
9195758703	Central Regional Hospital	152 Veasey Rd.	Butner	NC	27509-	909156	6592	377.30
9195758731	Central Regional Hospital	152 Veasey Rd.	Butner	NC	27509-	743610	2374	8.50
9195758769	Central Regional Hospital	152 Veasey Rd.	Butner	NC	27509-	1467520	3249	112.55
9195759356	Central Regional Hospital	152 Veasey Rd.	Butner	NC	27509-	384944	1109	44.00
9195807819	Cherry Hospital	1401 W. Ash St.	Goldsboro	NC	27530-	2409571	12488	173.35
9197348193	Cherry Hospital	1401 W. Ash St.	Goldsboro	NC	27530-	2562119	13614	27.00
9197348201	Cherry Hospital	1401 W. Ash St.	Goldsboro	NC	27530-	2713481	16375	998.75
9197348281	Cherry Hospital	1401 W. Ash St.	Goldsboro	NC	27530-	1910314	10161	262.15
9197348788	Cherry Hospital	1401 W. Ash St.	Goldsboro	NC	27530-	1328269	12641	0.00
9197350819	Cherry Hospital	1401 W. Ash St.	Goldsboro	NC	27530-	2789353	12155	66.25
9197350827	Cherry Hospital	1401 W. Ash St.	Goldsboro	NC	27530-	1983534	14225	310.30
9197352112	Cherry Hospital	1401 W. Ash St.	Goldsboro	NC	27530-	1030397	4392	21.30
9197352989	Cherry Hospital	1401 W. Ash St.	Goldsboro	NC	27530-	219410	219410	55.00
9197354334	Cherry Hospital	1401 W. Ash St.	Goldsboro	NC	27530-	245966	1999	148.30
9197354336	Cherry Hospital	1401 W. Ash St.	Goldsboro	NC	27530-	18566	26	0.00

9197354337	Cherry Hospital	1401 W. Ash St.	Goldsboro	NC	27530-	940860	1928	0.00
9197362541	Cherry Hospital	1401 W. Ash St.	Goldsboro	NC	27530-	1880793	8551	250.75
9197787649	Cliffs of Neuse State Park	345-A Park Entrance Rd	Seven Springs	NC	28578-	878	23	0.50
9197787652	Cliffs of Neuse State Park	345-A Park Entrance Rd	Seven Springs	NC	28578-	8	1	0.00
2522069823	Eastern NC School for the Deaf	HWY 301 N.	Wilson	NC	27894-	29	1	0.00
3367039604	Forsyth Co Government Ctr.	201 N. Chestnut St.	Winston Salem	NC	27101-	538	11	3.00
3367258254	Forsyth Co Government Ctr.	201 N. Chestnut ST.	Winston Salem	NC	27101-	6524	35	10.05
3367239136	Forsyth Co. Hall of Justice	200 N. Main St.	Winston Salem	NC	27101-	1952	37	12.50
3367251891	Forsyth Co. Hall of Justice	200 N. Main St	Winston Salem	NC	27101-	6912	53	11.75
3367258369	Forsyth Co. Hall of Justice	200 N. Main St	Winston Salem	NC	27101-	5786	66	22.00
3367259742	Forsyth Co. Hall of Justice	200 N. Main St	Winston Salem	NC	27101-	2628	53	22.00
3367259951	Forsyth Co. Hall of Justice	200 N. Main St	Winston Salem	NC	27101-	0	0	0.00
3367279306	Forsyth Co. Hall of Justice	200 N. Main St	Winston Salem	NC	27101-	3053	37	7.00
3367279322	Forsyth Co. Hall of Justice	200 N. Main St	Winston Salem	NC	27101-	0	0	0.00
3367279442	Forsyth Co. Hall of Justice	200 N. Main St	Winston Salem	NC	27101-	0	0	0.00
3367249057	Forsyth Co. Health	799 Highland Ave.	Winston Salem	NC	27101-	0	0	0.00
9198338905	Governor Morehead School	305 Ashe Ave	Raleigh	NC	27606-	0	0	0.00
9198339963	Governor Morehead School	305 Ashe Ave	Raleigh	NC	27606-	329	5	0.65
3365932924	Hanging Rock State Park	1790 Hanging Rock Park	Danbury	NC	27016-	6591	68	35.75
9195425055	Jordan Lake State Park	336 WH Jones Rd.	New Hill	NC	27312-	121	5	0.00
2527620187	Kerr Lake State Park	20 Shoreline Dr.	Henderson	NC	27537-	0	0	0.00
7045285647	Lake Norman State Park	759 State Park Rd.	Truotman	NC	28166-	1049	51	0.00
7045288445	Lake Norman State Park	759 State Park Rd.	Truotman	NC	28166-	35	4	0.00
2525860613	Medoc Mountain State Park	1541 Medoc State Park Rd	Hollister	NC	27844-	22	2	0.00
7049846041	Morrow Mountain State Park	49107 Morrow Mt. Rd	Albemarle	NC	28001-	2283	47	24.65
7049846042	Morrow Mountain State Park	49107 Morrow Mt. Rd	Albemarle	NC	28001-	0	0	0.00
8286755236	Mt. Mitchell State Park	2388 State Hwy. 128	Burnsville	NC	28714-	2577	20	0.00
8286759375	Mt. Mitchell State Park	2388 State Hwy. 128	Burnsville	NC	28714-	0	0	0.00
9195750069	NC Alcoholic Rehab Center	1003 12th St. Bldg. 23	Butner	NC	27509-	102942	472	0.00

9195750199	NC Alcoholic Rehab Center	1003 12th St. Bldg. 23	Butner	NC	27509-	2573516	11396	105.60
9195755111	NC Alcoholic Rehab Center	1003 12th St. Bldg. 23	Butner	NC	27509-	120632	521	0.50
9195755867	NC Alcoholic Rehab Center	1003 12th St. Bldg. 23	Butner	NC	27509-	254	1	0.00
9195755945	NC Alcoholic Rehab Center	1003 12th St. Bldg. 23	Butner	NC	27509-	2077934	9450	67.25
9195756611	NC Alcoholic Rehab Center	1003 12th St. Bldg. 23	Butner	NC	27509-	0	0	0.00
9195758573	NC Alcoholic Rehab Center	1003 12th St. Bldg. 23	Butner	NC	27509-	2530809	10988	24.50
9195758574	NC Alcoholic Rehab Center	1003 12th St. Bldg. 23	Butner	NC	27509-	2613772	11222	107.25
8286894673	NC DOT Welcome Ctr - Madison Co.	I-26 South	Mars Hill	NC	28754-	5590	82	31.00
2525515928	NC_GOV-Eastern Carolina Voc Center	901 Station Rd.	Greenville	NC	-	249	3	0.00
2522496537	Pamlico CC	Hwy. 306 South	Grantsboro	NC	28529-	1194	16	0.50
8284375481	South Mountain State Park	3001 S. Mountain Park Av	ConnellySpring	NC	28612-	0	0	0.00
3369579940	Stone Mountain State Park	3042 Frank Parkway	Roaring Gap	NC	28668-	0	0	0.00
3369579941	Stone Mountain State Park	3042 Frank Parkway	Roaring Gap	NC	28668-	3141	100	18.00
8288359559	Tri Co. C.C. – Murphy	4600 E US64	Murphy	NC	28906-	0	0	0.00
9194207798	Umstead State Park-Raleigh	8801 Glenwood Avenue	Raleigh	NC	27617-	135	4	0.50
9197559413	Wake Co Courthouse	316 Fayetteville St. Mall	Raleigh	NC	27601-	36296	156	76.00
8282645451	Watauga Medical Center				-	5290	51	9.50
						<b>86,970,837</b>	<b>589762</b>	<b>16,624.45</b>

# Attachment H - Department of Information Technology Terms and Conditions

## Section 1. General Terms and Conditions Applicable to All Purchases

1) **DEFINITIONS:** As used herein;

Agreement means the contract awarded pursuant to this RFP.

Deliverable/Product Warranties shall mean and include the warranties provided for products or deliverables licensed to the State in Section 2, Paragraph 2 of these Terms and Conditions unless superseded by a Vendor's Warranties pursuant to Vendor's License or Support Agreements.

Purchasing State Agency or Agency shall mean the Agency purchasing the goods or Services.

Services shall mean the duties and obligations undertaken by the Vendor under, and to fulfill, the specifications, requirements, terms and conditions of the Agreement.

State shall mean the State of North Carolina, the Department of Information Technology (DIT), and the Purchasing State Agency or DIT in its capacity as the Award Authority, as appropriate.

2) **STANDARDS:** Any Deliverables shall meet all applicable State and federal requirements, such as State or Federal Regulation, and NC State Chief Information Officer's (CIO) policy or regulation. Vendor will provide and maintain a quality assurance system or program that includes any Deliverables and will tender or provide to the State only those Deliverables that have been inspected and found to conform to the RFP specifications. All Deliverables are subject to operation, certification, testing and inspection, and any accessibility specifications.

3) **WARRANTIES:** Unless otherwise expressly provided, any goods Deliverables provided by the Vendor shall be warranted for a period of 90 days after acceptance.

4) **SUBCONTRACTING:** The Vendor may subcontract the performance of required Services with Resources under the Agreement only with the prior written consent of the State contracting authority. Vendor shall provide the State with complete copies of any agreements made by and between Vendor and all subcontractors. The selected Vendor remains solely responsible for the performance of its subcontractors. Subcontractors, if any, shall adhere to the same standards required of the selected Vendor and the Agreement. Any contracts made by the Vendor with a subcontractor shall include an affirmative statement that the State is an intended third party beneficiary of the Agreement; that the subcontractor has no agreement with the State; and that the State shall be indemnified by the Vendor for any claim presented by the subcontractor. Notwithstanding any other term herein, Vendor shall timely exercise its contractual remedies against any non-performing subcontractor and, when appropriate, substitute another subcontractor.

5) **TRAVEL EXPENSES:** **All travel expenses should be included in the Vendor's proposed hourly costs. Separately stated travel expenses will not be reimbursed.** In the event that the Vendor, upon specific request in writing by the State, is deemed eligible to be reimbursed for travel expenses arising under the performance of the Agreement, reimbursement will be at the out-of-state rates set forth in N.C.G.S. §138-6; as amended from time to time. Vendor agrees to use the lowest available airfare not requiring a weekend stay and to use the lowest available rate for rental vehicles. All Vendor incurred travel expenses shall be billed on a monthly basis, shall be supported by receipt and shall be paid by the State within thirty (30) days after invoice approval. Travel expenses exceeding the foregoing rates shall not be paid by the State. The State will reimburse travel allowances only for days on which the Vendor is required to be in North Carolina performing Services under the Agreement.

6) **GOVERNMENTAL RESTRICTIONS:** In the event any restrictions are imposed by governmental requirements that necessitate alteration of the material, quality, workmanship, or performance of the Deliverables offered prior to delivery thereof, the Vendor shall provide written notification of the necessary alteration(s) to the Agency Contract Administrator. The State reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Agreement.

The State may advise Vendor of any restrictions or changes in specifications required by North Carolina legislation, rule or regulatory authority that require compliance by the State. In such event, Vendor shall use its best efforts to comply with the required restrictions or changes. If compliance cannot be achieved by the date specified by the State, the State may terminate the Agreement and compensate Vendor for sums then due under the Agreement.

- 7) **PROHIBITION AGAINST CONTINGENT FEES AND GRATUITIES:** Vendor warrants that it has not paid, and agrees not to pay, any bonus, commission, fee, or gratuity to any employee or official of the State for the purpose of obtaining any Contract or award issued by the State. Vendor further warrants that no commission or other payment has been or will be received from or paid to any third party contingent on the award of any Contract by the State, except as shall have been expressly communicated to the State Purchasing Agent in writing prior to acceptance of the Agreement or award in question. Each individual signing below warrants that he or she is duly authorized by their respective Party to sign the Agreement and bind the Party to the terms and conditions of this RFP. Vendor and their authorized signatory further warrant that no officer or employee of the State has any direct or indirect financial or personal beneficial interest, in the subject matter of the Agreement; obligation or Contract for future award of compensation as an inducement or consideration for making the Agreement. Subsequent discovery by the State of non-compliance with these provisions shall constitute sufficient cause for immediate termination of all outstanding contracts. Violations of this provision may result in debarment of the Vendor(s) as permitted by 9 NCAC 06B..1206, or other provision of law.
- 8) **AVAILABILITY OF FUNDS:** Any and all payments to Vendor are expressly contingent upon and subject to the appropriation, allocation and availability of funds to the Agency for the purposes set forth in the Agreement. If the Agreement or any Purchase Order issued hereunder is funded in whole or in part by federal funds, the Agency's performance and payment shall be subject to and contingent upon the continuing availability of said federal funds for the purposes of the Agreement or Purchase Order. If the term of the Agreement extends into fiscal years subsequent to that in which it is approved, such continuation of the Agreement is expressly contingent upon the appropriation, allocation and availability of funds by the N.C. Legislature for the purposes set forth in this RFP. If funds to effect payment are not available, the Agency will provide written notification to Vendor. If the Agreement is terminated under this paragraph, Vendor agrees to take back any affected Deliverables and software not yet delivered under the Agreement, terminate any Services supplied to the Agency under the Agreement, and relieve the Agency of any further obligation thereof. The State shall remit payment for Deliverables and Services accepted prior to the date of the aforesaid notice in conformance with the payment terms.
- 9) **ACCEPTANCE CRITERIA:** The State shall have the obligation to notify Vendor, in writing ten calendar days following provision, performance (under a provided milestone or otherwise as agreed) or delivery of any Services or other Deliverables described in the Agreement that are not acceptable. The notice shall specify in reasonable detail the reason(s) a given Deliverable is unacceptable. Acceptance by the State shall not be unreasonably withheld; but may be conditioned or delayed as required for installation and/or testing of Deliverables. Final acceptance is expressly conditioned upon completion of any applicable inspection and testing procedures. Should a Deliverable fail to meet any specifications or acceptance criteria, the State may exercise any and all rights hereunder. Deliverables discovered to be defective or failing to conform to the specifications may be rejected upon initial inspection or at any later time if the defects or errors contained in the Deliverables or non-compliance with the specifications were not reasonably ascertainable upon initial inspection. If the Vendor fails to promptly cure or correct the defect or replace or re-perform the Deliverables, the State reserves the right to cancel the Purchase Order, contract with a different Vendor, and to invoice the original Vendor for any differential in price over the original Contract price.

- 10) PAYMENT TERMS:** Monthly Payment terms are Net 30 days after receipt of correct invoice (with completed timesheets for Vendor staff) and acceptance of one or more of the Deliverables, under milestones or otherwise as may be provided elsewhere in this solicitation, unless a period of more than thirty (30) days is required by the Agency. The Purchasing State Agency is responsible for all payments under the Agreement. No additional charges to the Agency will be permitted based upon, or arising from, the Agency's use of a Business Procurement Card. The State may exercise any and all rights of Set Off as permitted in Chapter 105A-1 *et. seq.* of the N.C. General Statutes and applicable Administrative Rules. Upon Vendor's written request of not less than thirty (30) days and approval by the State or Agency, the Agency may:
- a) Forward the Vendor's payment check(s) directly to any person or entity designated by the Vendor, or
  - b) Include any person or entity designated in writing by Vendor as a joint payee on the Vendor's payment check(s), however
  - c) In no event shall such approval and action obligate the State to anyone other than the Vendor and the Vendor shall remain responsible for fulfillment of all Contract obligations.
- 11) EQUAL EMPLOYMENT OPPORTUNITY:** Vendor shall comply with all Federal and State requirements concerning fair employment and employment of the disabled, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or physical disability.
- 12) ADVERTISING/PRESS RELEASE:** The Vendor absolutely shall not publicly disseminate any information concerning the Agreement without prior written approval from the State or its Agent. For the purpose of this provision of the Agreement, the Agent is the Purchasing Agency Contract Administrator unless otherwise named in the solicitation documents.
- 13) LATE DELIVERY:** Vendor shall advise the Agency contact person or office immediately upon determining that any Deliverable will not, or may not, be delivered or performed at the time or place specified. Together with such notice, Vendor shall state the projected delivery time and date. In the event the delay projected by Vendor is unsatisfactory, the Agency shall so advise Vendor and may proceed to procure the particular substitute Services or other Deliverables.
- 14) ACCESS TO PERSONS AND RECORDS:** Pursuant to N.C.G.S. §147-64.7, the Agency, the State Auditor, appropriate federal officials, and their respective authorized employees or agents are authorized to examine all books, records, and accounts of the Vendor insofar as they relate to transactions with any department, board, officer, commission, institution, or other agency of the State of North Carolina pursuant to the performance of the Agreement or to costs charged to the Agreement. The Vendor shall retain any such books, records, and accounts for a minimum of three (3) years after the completion of the Agreement. Additional audit or reporting requirements may be required by any Agency, if in the Agency's opinion, such requirement is imposed by federal or state law or regulation.
- 15) ASSIGNMENT:** Vendor may not assign the Agreement or its obligations hereunder except as permitted by 09 NCAC 06B.1003 and this Paragraph. Vendor shall provide reasonable notice of not less than thirty (30) days prior to any consolidation, acquisition, or merger. Any assignee shall affirm the Agreement attorning and agreeing to the terms and conditions agreed, and that Vendor shall affirm that the assignee is fully capable of performing all obligations of Vendor under the Agreement. An assignment may be made, if at all, in writing by the Vendor, Assignee and the State setting forth the foregoing obligation of Vendor and Assignee.
- 16) INSURANCE COVERAGE:** During the term of the Agreement, the Vendor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Agreement. As a minimum, the Vendor shall provide and maintain the following coverage and limits:

- a) **Worker's Compensation** - The Vendor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$100,000.00, covering all of Vendor's employees who are engaged in any work under the Agreement. If any work is sublet, the Vendor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the Agreement; and
- b) **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$2,000,000.00 Combined Single Limit (Defense cost shall be in excess of the limit of liability); and
- c) **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the Agreement. The minimum combined single limit shall be \$500,000.00 bodily injury and property damage; \$500,000.00 uninsured/under insured motorist; and \$5,000.00 medical payment; and
- d) Providing and maintaining adequate insurance coverage described herein is a material obligation of the Vendor and is of the essence of the Agreement. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Vendor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or the Agreement. The limits of coverage under each insurance policy maintained by the Vendor shall not be interpreted as limiting the Vendor's liability and obligations under the Agreement.

**17) DISPUTE RESOLUTION:** The parties agree that it is in their mutual interest to resolve disputes informally. A claim by the Vendor shall be submitted in writing to the Agency Contract Administrator for decision. A claim by the State shall be submitted in writing to the Vendor's Contract Administrator for decision. The Parties shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under the Agreement. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under the Agreement, or at law. This term shall not constitute an agreement by either party to mediate or arbitrate any dispute.

**18) CONFIDENTIALITY:** In accordance with N.C.G.S. §143B-1350(e) and 143B-1375, and 09 NCAC 06B.0103 and 06B.1001, the State may maintain the confidentiality of certain types of information described in N.C.G.S. §132-1 *et seq.* Such information may include trade secrets defined by N.C.G.S. §66-152 and other information exempted from the Public Records Act pursuant to N.C.G.S. §132-1.2. Vendor may designate appropriate portions of its response as confidential, consistent with and to the extent permitted under the Statutes and Rules set forth above, by marking the top and bottom of pages containing confidential information with a legend in boldface type "**CONFIDENTIAL**". By so marking any page, the Vendor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors that the portions marked confidential meet the requirements of the Rules and Statutes set forth above. **However, under no circumstances shall price information be designated as confidential.** The State may serve as custodian of Vendor's confidential information and not as an arbiter of claims against Vendor's assertion of confidentiality. If an action is brought pursuant to N.C.G.S. §132-9 to compel the State to disclose information marked confidential, the Vendor agrees that it will intervene in the action through its counsel and participate in defending the State, including any public official(s) or public employee(s). The Vendor agrees that it shall hold the State and any official(s) and individual(s) harmless from any and all damages, costs, and attorneys' fees awarded against the State in the action. The State agrees to promptly notify the Vendor in writing of any action seeking to compel the disclosure of Vendor's confidential information. The State shall have the right, at its option and expense, to participate in the defense of the action through its counsel.

The State shall have no liability to Vendor with respect to the disclosure of Vendor's confidential information ordered by a court of competent jurisdiction pursuant to N.C.G.S. §132-9 or other applicable law.

- a) Care of Information: Vendor agrees to use commercial best efforts to safeguard and protect any data, documents, files, and other materials received from the State or the Agency during performance of any contractual obligation from loss, destruction or erasure. Vendor agrees to abide by all facilities and security requirements and policies of the agency where work is to be performed. Any Vendor staff shall abide by such facilities and security requirements and shall agree to be bound by the terms and conditions of the Agreement.
  - b) Vendor warrants that all its employees and any approved third party Vendors or subcontractors are subject to a non-disclosure and confidentiality agreement enforceable in North Carolina. Vendor will, upon request of the State, verify and produce true copies of any such agreements. Production of such agreements by Vendor may be made subject to applicable confidentiality, non-disclosure or privacy laws; provided that Vendor produces satisfactory evidence supporting exclusion of such agreements from disclosure under the N.C. Public Records laws in N.C.G.S. §132-1 *et seq.* The State may, in its sole discretion, provide a non-disclosure and confidentiality agreement satisfactory to the State for Vendor's execution. The State may exercise its rights under this subparagraph as necessary or proper, in its discretion, to comply with applicable security regulations or statutes including, but not limited to 26 USC 6103 and IRS Publication 1075, (Tax Information Security Guidelines for Federal, State, and Local Agencies), HIPAA, 42 USC 1320(d) (Health Insurance Portability and Accountability Act), any implementing regulations in the Code of Federal Regulations, and any future regulations imposed upon the Department of Information Technology or the N.C. Department of Revenue pursuant to future statutory or regulatory requirements.
  - c) Nondisclosure: Vendor agrees and specifically warrants that it, its officers, directors, principals and employees, and any subcontractors, shall hold all information received during performance of the Agreement in the strictest confidence and shall not disclose the same to any third party without the express written approval of the State.
  - d) The Vendor shall protect the confidentiality of all information, data, instruments, studies, reports, records and other materials provided to it by the Agency or maintained or created in accordance with this Agreement. No such information, data, instruments, studies, reports, records and other materials in the possession of Vendor shall be disclosed in any form without the prior written consent of the State Agency. The Vendor will have written policies governing access to and duplication and dissemination of all such information, data, instruments, studies, reports, records and other materials.
  - e) All project materials, including software, data, and documentation created during the performance or provision of Services hereunder that are not licensed to the State or are not proprietary to the Vendor are the property of the State of North Carolina and must be kept confidential or returned to the State, or destroyed. Proprietary Vendor materials shall be identified to the State by Vendor prior to use or provision of Services hereunder and shall remain the property of the Vendor. Derivative works of any Vendor proprietary materials prepared or created during the performance of provision of Services hereunder shall be subject to a perpetual, royalty free, nonexclusive license to the State.
- 19) DEFAULT:** In the event Services or other Deliverable furnished or performed by the Vendor during performance of any Contract term fail to conform to any material requirement(s) of the Contract specifications, notice of the failure is provided by the State and if the failure is not cured within ten (10) days, or Vendor fails to meet the requirements of Paragraph 9) herein, the State may cancel the contract. Default may be cause for debarment as provided in 09 NCAC 06B.1206. The rights and remedies of the State provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

- a) If Vendor fails to deliver or provide correct Services or other Deliverables within the time required by the Agreement, the State shall provide written notice of said failure to Vendor, and by such notice require performance assurance measures pursuant to N.C.G.S. 143B-1340(f). Vendor is responsible for the delays resulting from its failure to deliver or provide services or other Deliverables.
- b) Should the State fail to perform any of its obligations upon which Vendor's performance is conditioned, Vendor shall not be in default for any delay, cost increase or other consequences resulting from the State's failure. Vendor will use reasonable efforts to mitigate delays, costs or expenses arising from assumptions in the Vendor's offer documents that prove erroneous or are otherwise invalid. Any deadline that is affected by any such failure in assumptions or performance by the State shall be extended by an amount of time reasonably necessary to compensate for the effect of such failure.
- c) Vendor shall provide a plan to cure any delay or default if requested by the State. The plan shall state the nature of the delay or default, the time required for cure, any mitigating factors causing or tending to cause the delay or default, and such other information as the Vendor may deem necessary or proper to provide.
- d) If the prescribed acceptance testing stated in the Solicitation Documents or performed pursuant to Paragraph 9) of the DIT Terms and Conditions is not completed successfully, the State may request substitute Software, cancel the portion of the Contract that relates to the unaccepted Software, or continue the acceptance testing with or without the assistance of Vendor. These options shall remain in effect until such time as the testing is successful or the expiration of any time specified for completion of the testing. If the testing is not completed after exercise of any of the State's options, the State may cancel any portion of the contract related to the failed Software and take action to procure substitute software. If the failed software (or the substituted software) is an integral and critical part of the proper completion of the work for which the Deliverables identified in the solicitation documents or statement of work were acquired, the State may terminate the entire contract.

**20) WAIVER OF DEFAULT:** Waiver by either party of any default or breach by the other Party shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be a modification or novation of the terms of the Agreement, unless so stated in writing and signed by authorized representatives of the Agency and the Vendor, and made as an amendment to the Agreement pursuant to Paragraph 40) herein below.

**21) TERMINATION:** Any notice or termination made under the Agreement shall be transmitted via US Mail, Certified Return Receipt Requested. The period of notice for termination shall begin on the day the return receipt is signed and dated.

- a) The parties may mutually terminate the Agreement by written agreement at any time.
- b) The State may terminate the Agreement, in whole or in part, pursuant to Paragraph 19), or pursuant to the Special Terms and Conditions in the Solicitation Documents, if any, or for any of the following:
  - i) Termination for Cause: In the event any goods, software, or service furnished by the Vendor during performance of any Contract term fails to conform to any material requirement of the Contract, and the failure is not cured within the specified time after providing written notice thereof to Vendor, the State may cancel and procure the articles or Services from other sources; holding Vendor liable for any excess costs occasioned thereby, subject only to the limitations provided in Paragraphs 22) and 23) herein. The rights and remedies of the State provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract. Vendor shall not be relieved of liability to the State for damages sustained by the State arising from Vendor's breach of the Agreement; and the State may, in its discretion, withhold any payment due as a setoff until such time as the damages are finally determined or as agreed by the parties. Voluntary or involuntary Bankruptcy or receivership by Vendor shall be cause for termination.
  - ii) Termination For Convenience Without Cause: The State may terminate service and indefinite quantity contracts, in whole or in part by giving thirty (30) days prior notice in writing to the Vendor.

Vendor shall be entitled to sums due as compensation for Deliverables provided and Services performed in conformance with the Contract. In the event the Contract is terminated for the convenience of the State the Agency will pay for all work performed and products delivered in conformance with the Contract up to the date of termination.

**22) LIMITATION OF VENDOR'S LIABILITY:**

- a) Where Deliverables are under the State's exclusive management and control, the Vendor shall not be liable for direct damages caused by the State's failure to fulfill any State responsibilities of assuring the proper use, management and supervision of the Deliverables and programs, audit controls, operating methods, office procedures, or for establishing all proper checkpoints necessary for the State's intended use of the Deliverables. Vendor shall not be responsible for any damages that arise from (i) misuse or modification of Vendor's Software by or on behalf of the State, (ii) the State's failure to use corrections or enhancements made available by Vendor, (iii) the quality or integrity of data from other automated or manual systems with which the Vendor's Software interfaces, (iv) errors in or changes to third party software or hardware implemented by the State or a third party (including the vendors of such software or hardware) that is not a subcontractor of Vendor or that is not supported by the Deliverables, or (vi) the operation or use of the Vendor's Software not in accordance with the operating procedures developed for the Vendor's Software or otherwise in a manner not contemplated by this Agreement.
- b) The Vendor's liability for damages to the State arising under the contract shall be limited to two times the value of the Contract.
- c) The foregoing limitation of liability shall not apply to claims covered by other specific provisions including but not limited to Service Level Agreement or Deliverable/Product Warranties pursuant to Section II, 2) of these Terms and Conditions, or to claims for injury to persons or damage to tangible personal property, gross negligence or willful or wanton conduct. This limitation of liability does not apply to contributions among joint tortfeasors under N.C.G.S. 1B-1 *et seq.*, the receipt of court costs or attorney's fees that might be awarded by a court in addition to damages after litigation based on the Agreement. For avoidance of doubt, the Parties agree that the Service Level Agreement and Deliverable/Product Warranty Terms in the Contract are intended to provide the sole and exclusive remedies available to the State under the Contract for the Vendor's failure to comply with the requirements stated therein.

**23) VENDOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY:**

- a) The Vendor shall be liable for damages arising out of personal injuries and/or damage to real or tangible personal property of the State, employees of the State, persons designated by the State for training, or person(s) other than agents or employees of the Vendor, designated by the State for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the Deliverables either at the Vendor's site or at the State's place of business, provided that the injury or damage was caused by the fault or negligence of the Vendor.
- b) The Vendor agrees to indemnify, defend and hold the Agency and the State and its Officers, employees, agents and assigns harmless from any liability relating to personal injury or injury to real or personal property of any kind, accruing or resulting to any other person, firm or corporation furnishing or supplying work, Services, materials or supplies in connection with the performance of the Agreement, whether tangible or intangible, arising out of the ordinary negligence, wilful or wanton negligence, or intentional acts of the Vendor, its officers, employees, agents, assigns or subcontractors.
- c) Vendor shall not be liable for damages arising out of or caused by an alteration or an attachment not made or installed by the Vendor.

**24) TIME IS OF THE ESSENCE:** Time is of the essence in the performance of the Agreement.

- 25) DATE AND TIME WARRANTY:** The Vendor warrants that any Deliverable, whether Services, hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interface therein which performs, modifies or affects any date and/or time data recognition function, calculation, or sequencing, will still enable the modified function to perform accurate date/time data and leap year calculations. This warranty shall survive termination or expiration of the Contract.
- 26) INDEPENDENT CONTRACTORS:** Vendor and its employees, officers and executives, and subcontractors, if any, shall be independent Vendors and not employees or agents of the State. The Agreement shall not operate as a joint venture, partnership, trust, agency or any other similar business relationship.
- 27) TRANSPORTATION:** Transportation of any tangible Deliverables shall be FOB Destination; unless otherwise specified in the solicitation document or purchase order. Freight, handling, hazardous material charges, and distribution and installation charges shall be included in the total price of each item. Any additional charges shall not be honored for payment unless authorized in writing by the Purchasing State Agency. In cases where parties, other than the Vendor ship materials against this order, the shipper must be instructed to show the purchase order number on all packages and shipping manifests to ensure proper identification and payment of invoices. A complete packing list must accompany each shipment.
- 28) NOTICES:** Any notices required under the Agreement should be delivered to the Contract Administrator for each party. Unless otherwise specified in the Solicitation Documents, any notices shall be delivered in writing by U.S. Mail, Commercial Courier or by hand.
- 29) TITLES AND HEADINGS:** Titles and Headings in the Agreement are used for convenience only and do not define, limit or proscribe the language of terms identified by such Titles and Headings.
- 30) AMENDMENT:** The Agreement may not be amended orally or by performance. Any amendment must be made in written form and signed by duly authorized representatives of the State and Vendor in conformance with Paragraph 36) herein.
- 31) TAXES:** The State of North Carolina is exempt from Federal excise taxes and no payment will be made for any personal property taxes levied on the Vendor or for any taxes levied on employee wages. Agencies of the State may have additional exemptions or exclusions for federal or state taxes. Evidence of such additional exemptions or exclusions may be provided to Vendor by Agencies, as applicable, during the term of the Agreement. Applicable State or local sales taxes shall be invoiced as a separate item.
- 32) GOVERNING LAWS, JURISDICTION, AND VENUE:**
- a) The Agreement is made under and shall be governed and construed in accordance with the laws of the State of North Carolina and applicable Administrative Rules. The place of the Agreement or purchase order, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in Contract or in tort, relating to its validity, construction, interpretation and enforcement shall be determined. Vendor agrees and submits, solely for matters relating to the Agreement, to the jurisdiction of the courts of the State of North Carolina, and stipulates that Wake County shall be the proper venue for all matters.
  - b) Except to the extent the provisions of the Contract are clearly inconsistent therewith, the applicable provisions of the Uniform Commercial Code as modified and adopted in North Carolina shall govern the Agreement. To the extent the Contract entails both the supply of "goods" and "Services," such shall be deemed "goods" within the meaning of the Uniform Commercial Code, except when deeming such Services as "goods" would result in a clearly unreasonable interpretation.
- 33) FORCE MAJEURE:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

- 34) COMPLIANCE WITH LAWS:** The Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.
- 35) SEVERABILITY:** In the event that a court of competent jurisdiction holds that a provision or requirement of the Agreement violates any applicable law, each such provision or requirement shall be enforced only to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of the Agreement shall remain in full force and effect. All promises, requirements, terms, conditions, provisions, representations, guarantees and warranties contained herein shall survive the expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or State statute, including statutes of repose or limitation.
- 36) CHANGES:** The Agreement and subsequent purchase order(s) is awarded subject to the provision of the specified Services and the shipment or provision of other Deliverables as specified herein. Any changes made to the Agreement or purchase order proposed by the Vendor are hereby rejected unless accepted in writing by the Agency or State Award Authority. The State shall not be responsible for Services or other Deliverables delivered without a purchase order from the Agency or State Award Authority.
- 37) FEDERAL INTELLECTUAL PROPERTY BANKRUPTCY PROTECTION ACT:** The Parties agree that the Agency shall be entitled to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365(n), and any amendments thereto.
- 38) ELECTRONIC PROCUREMENT (Applies to all contracts that include E-Procurement and are identified as such in the body of the solicitation document):** Purchasing shall be conducted through the Statewide E-Procurement Services. The State's third party agent shall serve as the Supplier Manager for this E-Procurement Services. The Vendor shall register for the Statewide E-Procurement Services within two (2) business days of notification of award in order to receive an electronic purchase order resulting from award of the Agreement.
- a) **The successful Vendor(s) shall pay a transaction fee of 1.75% (.0175) on the total dollar amount (excluding sales taxes) of each purchase order issued through the Statewide E-Procurement Service.** This applies to all purchase orders, regardless of the quantity or dollar amount of the purchase order. The transaction fee shall neither be charged to nor paid by the State, or by any State approved users of the contract. The transaction fee shall not be stated or included as a separate item in the proposed contract or invoice. There are no additional fees or charges to the Vendor for the Services rendered by the Supplier Manager under the Agreement. Vendor will receive a credit for transaction fees they paid for the purchase of any item(s) if an item(s) is returned through no fault of the Vendor. Transaction fees are non-refundable when an item is rejected and returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the contract.
- b) Vendor, or its authorized Reseller, as applicable, will be invoiced monthly for the State's transaction fee by the Supplier Manager. The transaction fee shall be based on purchase orders issued for the prior month. Unless Supplier Manager receives written notice from the Vendor identifying with specificity any errors in an invoice within thirty (30) days of the receipt of invoice, such invoice shall be deemed to be correct and Vendor shall have waived its right to later dispute the accuracy and completeness of the invoice. Payment of the transaction fee by the Vendor is due to the account designated by the State within thirty (30) days after receipt of the correct invoice for the transaction fee, which includes payment of all portions of an invoice not in dispute. Within thirty (30) days of the receipt of invoice, Vendor may request in writing an extension of the invoice payment due date for that portion of the transaction fee invoice for which payment of the related goods by the governmental purchasing entity has not been received by the Vendor. If payment of the transaction fee invoice is not received by the State within this payment period, it shall be considered a material breach of contract.

The Supplier Manager shall provide, whenever reasonably requested by the Vendor in writing (including electronic documents), supporting documentation from the E-Procurement Service that accounts for the amount of the invoice.

- c) The Supplier Manager will capture the order from the State approved user, including the shipping and payment information, and submit the order in accordance with the E-Procurement Services. Subsequently, the Supplier Manager will send those orders to the appropriate Vendor on State Contract. The State or State approved user, not the Supplier Manager, shall be responsible for the solicitation, offers received, evaluation of offers received, award of Contract, and the payment for goods delivered.
- d) Vendor agrees at all times to maintain the confidentiality of its user name and password for the Statewide E-Procurement Services. If a Vendor is a corporation, partnership or other legal entity, then the Vendor may authorize its employees to use its password. Vendor shall be responsible for all activity and all charges for such employees. Vendor agrees not to permit a third party to use the Statewide E-Procurement Services through its account. If there is a breach of security through the Vendor's account, Vendor shall immediately change its password and notify the Supplier Manager of the security breach by e-mail. Vendor shall cooperate with the state and the Supplier Manager to mitigate and correct any security breach.

## **Section 2: Terms and Conditions Applicable to Information Technology Goods and Services**

- 1) **SOFTWARE LICENSE FOR HARDWARE, EMBEDDED SOFTWARE AND FIRMWARE:** Deliverables comprising goods, equipment or products (hardware) may contain software for internal operation, or as embedded software or firmware that is generally not sold or licensed as a severable software product. Software may be provided on separate media, such as a CD-ROM or other media, or may be included within the hardware at or prior to delivery. Such software is proprietary, copyrighted, and may also contain valuable trade secrets and may be protected by patents. Vendor grants the State a license to use the Code (or any replacement provided) on, or in conjunction with, only the Deliverables purchased, or with any system identified in the solicitation documents. The State shall have a worldwide, nonexclusive, non-sublicensable license to use such software and/or documentation for its internal use. The State may make and install copies of the software to support the authorized level of use. Provided, however that if the hardware is inoperable, the software may be copied for temporary use on other hardware. The State shall promptly affix to any such copy the same proprietary and copyright notices affixed to the original. The State may make one copy of the software for archival, back-up or disaster recovery purposes. The license set forth in this Paragraph shall terminate immediately upon the State's discontinuance of the use of all equipment on which the software is installed. The software may be transferred to another party only with the transfer of the hardware. If the hardware is transferred, the State shall i) destroy all software copies made by the State, ii) deliver the original or any replacement copies of the software to the transferee, and iii) notify the transferee that title and ownership of the software and the applicable patent, trademark, copyright, and other intellectual property rights shall remain with Vendor, or Vendor's licensors. The State shall not disassemble, decompile, reverse engineer, modify, or prepare derivative works of the embedded software, unless permitted under the solicitation documents.
- 2) **LICENSE GRANT FOR APPLICATION SOFTWARE, (COTS):** This paragraph recites the scope of license granted, if not superseded by a mutually agreed and separate licensing agreement, as follows:
  - a) Vendor grants to the State, its Agencies and lawful customers a non-exclusive, non-transferable and non-sublicensable license to use, in object code format, Vendor's software identified in the solicitation documents, Vendor's Statement of Work (SOW), or an Exhibit thereto executed by the parties ("Software"), subject to the restrictions set forth therein, such as the authorized computer system, the data source type(s), the number of target instance(s) and the installation site.

Use of the Software shall be limited to the data processing and computing needs of the State, its Agencies and lawful customers. This license shall be perpetual or for the term of the contract (pick one, delete the other), unless terminated as provided herein. The State agrees not to distribute, sell, sublicense or otherwise transfer copies of the Software or any portion thereof. For purposes of this Agreement, a State Entity shall be defined as any department or agency of the State of North Carolina, which is controlled by or under common control of the State or who is a lawful customer of the State pursuant to Article 3D of Chapter 147 of the General Statutes.

- b) Vendor shall provide all encryption or identification codes or authorizations that are necessary or proper for the operation of the licensed Software.
- c) The State shall have the right to copy the Software, in whole or in part, for use in conducting benchmark or acceptance tests, for business recovery and disaster recovery testing or operations, for archival or emergency purposes, for back up purposes, for use in preparing derivative works if allowed by the solicitation documents or statements of work, or to replace a worn copy.
- d) The State may modify non-personal Software in machine-readable form for its internal use in merging the same with other software program material. Any action hereunder shall be subject to uses described in this paragraph, the restrictions imposed by Paragraph 3), and applicable terms in the solicitation documents or statements of work.

**3) WARRANTY TERMS:** Notwithstanding anything in the Agreement or Exhibit hereto to the contrary, Vendor shall assign warranties for any Deliverable supplied by a third party to the State.

- a) a) Vendor warrants that any Software or Deliverable will operate substantially in conformity with prevailing specifications as defined by the current standard documentation (except for minor defects or errors which are not material to the State) for a period of ninety (90) days from the date of acceptance ("Warranty Period"), unless otherwise specified in the Solicitation Documents. If the Software does not perform in accordance with such specifications during the Warranty Period, Vendor will use reasonable efforts to correct any deficiencies in the Software so that it will perform in accordance with or substantially in accordance with such specifications.
- b) Vendor warrants to the best of its knowledge that:
  - i) The licensed Software and associated materials do not infringe any intellectual property rights of any third party;
  - ii) There are no actual or threatened actions arising from, or alleged under, any intellectual property rights of any third party;
  - iii) The licensed Software and associated materials do not contain any surreptitious programming codes, viruses, Trojan Horses, "back doors" or other means to facilitate or allow unauthorized access to the State's information systems.
  - iv) The licensed Software and associated materials do not contain any timer, counter, lock or similar device (other than security features specifically approved by Customer in the Specifications) that inhibits or in any way limits the Software's ability to operate.

c) UNLESS MODIFIED BY AMENDMENT OR THE SOLICITATION DOCUMENTS, THE WARRANTIES IN THIS PARAGRAPH ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, OR WHETHER ARISING BY COURSE OF DEALING OR PERFORMANCE, CUSTOM, USAGE IN THE TRADE OR PROFESSION OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NO OTHER REPRESENTATIONS OR WARRANTIES HAVE FORMED THE BASIS OF THE BARGAIN HEREUNDER.

**4) RESTRICTIONS:** State's use of the Software is restricted as follows:

- a) The license granted herein is granted to the State and to any political subdivision or other entity permitted or authorized to procure Information Technology through the Department of Information Technology. If the License Grant and License Fees are based upon the number of Users, the number of Users may be increased at any time, subject to the restrictions on the maximum number of Users specified in the solicitation documents.

- b) No right is granted hereunder to use the Software to perform Services for commercial third parties (so-called "service bureau" uses). Services provided to other State Departments, Agencies or political subdivisions of the State is permitted.
  - c) The State may not copy, distribute, reproduce, use, lease, rent or allow access to the Software except as explicitly permitted under this Agreement, and State will not modify, adapt, translate, prepare derivative works (unless allowed by the solicitation documents or statements of work,) decompile, reverse engineer, disassemble or otherwise attempt to derive source code from the Software or any internal data files generated by the Software.
  - d) State shall not remove, obscure or alter Vendor's copyright notice, trademarks, or other proprietary rights notices affixed to or contained within the Software.
- 5) **SUPPORT OR MAINTENANCE SERVICES:** This paragraph recites the scope of maintenance Services due under the license granted, if not superseded by a separate licensing and maintenance agreement or as may be stated in the solicitation documents. Subject to payment of a Support Service or Maintenance Fee stated in the solicitation documents for the first year and all subsequent years, if requested by the State, Vendor agrees to provide the following support Services ("Support Services") for the current version and one previous version of the Software commencing upon delivery of the Software:
- a) **Error Correction:** If the error conditions reported by the State pursuant to the General Terms and Conditions are not corrected in a timely manner, the State may request a replacement copy of the licensed Software from Vendor. In such event, Vendor shall then deliver a replacement copy, together with corrections and updates, of the licensed Software within 24 hours of the State's request at no added expense to the State.
  - b) **Other Agreement:** This Paragraph 5 may be superseded by written mutual agreement provided that: Support and maintenance Services shall be fully described in such a separate agreement annexed hereto and incorporated herein
  - c) **Temporary Extension of License:** If any licensed Software or CPU/computing system on which the Software is installed fails to operate or malfunctions, the term of the license granted shall be temporarily extended to another CPU selected by the State and continue until the earlier of:
    - i) Return of the inoperative CPU to full operation, or
    - ii) Termination of the license.
  - d) **Encryption Code:** Vendor shall provide any temporary encryption code or authorization necessary or proper for operation of the licensed Software under the foregoing temporary license. The State will provide notice by expedient means, whether by telephone, e-mail or facsimile of any failure under this paragraph. On receipt of such notice, Vendor shall issue any temporary encryption code or authorization to the State within twenty-four (24) hours; unless otherwise agreed.
  - e) **Updates:** Vendor shall provide to the State, at no additional charge, all new releases and bug fixes (collectively referred to as "Updates") for any Software Deliverable developed or published by Vendor and made generally available to its other customers at no additional charge. All such Updates shall be a part of the Program and Documentation and, as such, be governed by the provisions of the Agreement.
  - f) **Telephone Assistance:** Vendor shall provide the State with telephone access to technical support engineers for assistance in the proper installation and use of the Software, and to report and resolve Software problems, during normal business hours, 8:00 AM - 5:00 PM Eastern Time, Monday-Friday. Vendor shall respond to the telephone requests for Program maintenance service, within four (4) hours or eight (8) hours or next business day, etc. (*edit this time to what you want your response time to be*), for calls made at any time.

**6) PATENT, COPYRIGHT, AND TRADE SECRET PROTECTION:**

- a) Vendor has created, acquired or otherwise has rights in, and may, in connection with the performance of Services for the State, employ, provide, create, acquire or otherwise obtain rights in various concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques, models, templates and general purpose consulting and software tools, utilities and routines (collectively, the "Vendor Technology"). To the extent that any Vendor Technology is contained in any of the Deliverables including any derivative works, the Vendor hereby grants the State a royalty-free, fully paid, worldwide, perpetual, non-exclusive license to use such Vendor Technology in connection with the Deliverables for the State's purposes.
- b) Vendor shall not acquire any right, title and interest in and to the copyrights for goods, any and all software, technical information, specifications, drawings, records, documentation, data or derivative works thereof, or other work products provided by the State to Vendor. The State hereby grants Vendor a royalty-free, fully paid, worldwide, perpetual, non-exclusive license for Vendor's internal use to non-confidential Deliverables first originated and prepared by the Vendor for delivery to the State.
- c) The Vendor, at its own expense, shall defend any action brought against the State to the extent that such action is based upon a claim that the Services or other Deliverables supplied by the Vendor, or the operation of such Deliverables pursuant to a current version of Vendor-supplied software, infringes a patent, or copyright or violates a trade secret in the United States. The Vendor shall pay those costs and damages finally awarded against the State in any such action; damages shall be limited as provided in N.C.G.S. 143B-1350(h1). Such defense and payment shall be conditioned on the following:
  - i) That the Vendor shall be notified within a reasonable time in writing by the State of any such claim; and,
  - ii) That the Vendor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that the State shall have the option to participate in such action at its own expense.
- d) Should any Services or other Deliverable supplied by Vendor, or the operation thereof become, or in the Vendor's opinion are likely to become, the subject of a claim of infringement of a patent, copyright, or a trade secret in the United States, the State shall permit the Vendor, at its option and expense, either to procure for the State the right to continue using the goods/hardware or Software, or to replace or modify the same to become noninfringing and continue to meet procurement specifications in all material respects. If neither of these options can reasonably be taken, or if the use of such goods/hardware or Software by the State shall be prevented by injunction, the Vendor agrees to take back such goods/hardware or Software, and refund any sums the State has paid Vendor less any reasonable amount for use or damage and make every reasonable effort to assist the State in procuring substitute Deliverables. If, in the sole opinion of the State, the return of such infringing Deliverables makes the retention of other items of Deliverables acquired from the Vendor under the Agreement impractical, the State shall then have the option of terminating the Contract, or applicable portions thereof, without penalty or termination charge. The Vendor agrees to take back such Deliverables and refund any sums the State has paid Vendor less any reasonable amount for use or damage.
- e) Vendor will not be required to defend or indemnify the State if any claim by a third party against the State for infringement or misappropriation (i) results from the State's alteration of any Vendor-branded product or Deliverable, or (ii) results from the continued use of the good(s) or Services and other Deliverables after receiving notice they infringe a trade secret of a third party.
- f) Nothing stated herein, however, shall affect Vendor's ownership in or rights to its preexisting intellectual property and proprietary rights.

- 7) **ACCEPTANCE**: Acceptance testing is required for all Vendor supplied software unless provided otherwise in the solicitation documents or a Statement of Work. The State may define such processes and procedures as may be necessary or proper, in its opinion and discretion, to ensure compliance with the State's specifications, and Vendor's Product Warranties and technical representations. Acceptance of software or Services may be controlled by amendment hereto, or additional terms as agreed by the parties. The State shall have the obligation to notify Vendor, in writing and within a reasonable time following installation of any software deliverable if it is not acceptable. The notice shall specify in reasonable detail the reason(s) a software deliverable is unacceptable. Acceptance by the State shall not be unreasonably withheld; but may be conditioned or delayed as required for installation and/or testing of software.
- 8) **STATE PROPERTY AND INTANGIBLES RIGHTS**: The parties acknowledge and agree that the State shall own all right, title and interest in and to the copyright in any and all software, technical information, specifications, drawings, records, documentation, data and other work products first originated and prepared by the Vendor for delivery to the State (the "Deliverables"). To the extent that any Vendor Technology is contained in any of the Deliverables, the Vendor hereby grants the State a royalty-free, fully paid, worldwide, perpetual, non-exclusive license to use such Vendor Technology in connection with the Deliverables for the State's internal business purposes. Vendor shall not acquire any right, title and interest in and to the copyrights for goods, any and all software, technical information, specifications, drawings, records, documentation, data or derivative works thereof, or other work products provided by the State to Vendor. The State hereby grants Vendor a royalty-free, fully paid, worldwide, perpetual, non-exclusive license to non-confidential Deliverables first originated and prepared by the Vendor for delivery to the State.

### **Section 3: Terms and Conditions Applicable to Staff and Personal Services**

- 1) **VENDOR'S REPRESENTATION**: Vendor warrants that qualified staff will provide Services in a professional manner. "Professional manner" means that the staff performing the Services will possess the skill and competence consistent with the prevailing business standards in the information technology industry. Vendor agrees that it will not enter any agreement with a third party that might abridge any rights of the State under the Agreement. Vendor will serve as the prime Vendor under the Agreement. Should the State approve any subcontractor(s), the Vendor shall be legally responsible for the performance and payment of the subcontractor(s). Names of any third party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor's obligations hereunder. Such third party subcontractors, if approved, may serve as subcontractors to Vendor. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).
- a) **Intellectual Property**. Vendor represents that it has the right to provide the Services and other Deliverables without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party. Vendor also represents that its Services and other Deliverables are not the subject of any actual or threatened actions arising from, or alleged under, any intellectual property rights of any third party.
- b) **Inherent Services**. If any Services or other Deliverables, functions, or responsibilities not specifically described in the Agreement are required for Vendor's proper performance, provision and delivery of the Services and other Deliverables pursuant to the Agreement, or are an inherent part of or necessary sub-task included within the Services, they will be deemed to be implied by and included within the scope of the Contract to the same extent and in the same manner as if specifically described in the Contract.

- c) Vendor warrants that it has the financial capacity to perform and to continue to perform its obligations under the Contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of the Agreement; and that entering into the Agreement is not prohibited by any Contract, or order by any court of competent jurisdiction.
- 2) **SERVICES PROVIDED BY VENDOR:** Vendor shall provide the State with implementation Services as specified in a Statement of Work ("SOW") executed by the parties. This Agreement in combination with each SOW individually comprises a separate and independent contractual obligation from any other SOW. A breach by Vendor under one SOW will not be considered a breach under any other SOW. The Services intended hereunder are related to the State's implementation and/or use of one or more Software Deliverables licensed hereunder or in a separate software license agreement between the parties ("License Agreement"). (Reserve if not needed)
- 3) **STAFF:** Vendor shall not substitute key staff assigned to the performance of the Agreement without prior written approval by the Agency Contract Administrator. The individuals designated as key staff for purposes of the Agreement are those specified in the Vendor's offer. Any desired substitution shall be noticed to the Agency's Contract Administrator in writing accompanied by the names and references of Vendor's recommended substitute staff. The Agency will approve or disapprove the requested substitution in a timely manner. The Agency may, in its sole discretion, terminate the Services of any person providing Services under the Agreement. Upon such termination, the Agency may request acceptable substitute staff or terminate the Contract Services provided by such staff.
- a) Unless otherwise expressly provided in the Contract, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and other Deliverables.
- b) Vendor staff shall perform their duties on the premises of the State, during the State's regular work days and normal work hours, except as may be specifically agreed otherwise, established in the specification, or statement of work.
- c) The Agreement shall not prevent Vendor or any of its staff supplied under the Agreement from performing similar Services elsewhere or restrict Vendor from using the staff provided to the State, provided that:
- i) Such use does not conflict with the terms, specifications or any amendments to the Agreement, or
- ii) Such use does not conflict with any procurement law, regulation or policy, or
- iii) Such use does not conflict with any non-disclosure agreement, or term thereof, by and between the State and Vendor or Vendor's staff.
- d) Unless otherwise provided by the Agency, the Vendor shall furnish all necessary staff, Services, and otherwise perform all acts, duties and responsibilities necessary or incidental to the accomplishment of the tasks specified in the Agreement. The Vendor shall be legally and financially responsible for its staff including, but not limited to, any deductions for social security and other withholding taxes required by state or federal law. The Vendor shall be solely responsible for acquiring any equipment, furniture, and office space not furnished by the State necessary for the Vendor to comply with the Agreement. The Vendor staff shall comply with any applicable State facilities or other security rules and regulations.
- 4) **PERSONAL SERVICES:** The State shall have and retain the right to obtain personal Services of any individuals providing Services under the Agreement. This right may be exercised at the State's discretion in the event of any transfer of the person providing personal Services, termination, default, merger, acquisition, bankruptcy or receivership of the Vendor to ensure continuity of Services provided under the Agreement. Provided, however, that the Agency shall not retain or solicit any Vendor employee for purposes other than completion of personal Services due as all or part of any performance due under the Agreement.

- a) Vendor staff shall perform any duties on the premises of the State during the State's regular work days and normal work hours, except as may be specifically agreed otherwise, established in the specification, or statement of work.
- b) The State has and reserves the right to disapprove the continuing assignment of Vendor staff provided by Vendor under the Agreement. If this right is exercised and the Vendor is not able to replace the disapproved staff as required by the State, the parties agree to employ best commercial efforts to informally resolve such failure equitably by adjustment of other duties, set-off, or modification to other terms that may be affected by Vendor's failure.
- c) Vendor will make every reasonable effort consistent with prevailing business practices to honor the specific requests of the State regarding assignment of Vendor's employees. Vendor reserves the sole right to determine the assignment of its employees. If one of Vendor's employees is unable to perform due to illness, resignation, or other factors beyond Vendor's control, Vendor will provide suitable staff at no additional cost to the State.
- d) The Agreement shall not prevent Vendor or any of its staff supplied under the Agreement from performing similar Services elsewhere or restrict Vendor from using the staff provided to the State, provided that:
  - i) Such use does not conflict with the terms, specifications or any amendments to the Agreement, or
  - ii) Such use does not conflict with any procurement law, regulation or policy, or
  - iii) Such use does not conflict with any non-disclosure agreement, or term thereof, by and between the State and Vendor or Vendor's staff.