



State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

Solicitation

NUMBER
COR61453

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
TARA LYLE 304-558-2544

RFQ COPY

TYPE NAME/ADDRESS HERE

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DIVISION OF CORRECTIONS

1409 GREENBRIER ST

CHARLESTON, WV

25311

304-558-8045

DATE PRINTED
09/05/2013

BID OPENING DATE: 10/15/2013

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** PLEASE NOTE: A MANDATORY PRE-BID MEETING IS SCHEDULED FOR 09/26/2013 AT 10:00 AM AT THE WV DIVISON OF CORRECTIONS HEADQUARTERS LOCATED AT 1409 GREENBRIER STREET CHARLESTON, WV 25311. *****						
0001	1	LS	915-77			
DIVISION WIDE INMATE TELEPHONE SYSTEM & SERVICE						
REQUEST FOR PROPOSAL						
THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WV DIVISION OF CORRECTIONS, IS SOLICITING PROPOSALS TO PROVIDE A DIVISION WIDE INMATE TELEPHONE SYSTEM WITH SERVICE TO ALL WV DOC FACILITIES THROUGHOUT THE STATE, PER THE ATTACHED SPECIFICATIONS.						
ATTACHMENTS INCLUDE:						
1. COR61453 REQUEST FOR PROPOSAL						
2. ATTACHMENT A VENDOR RESPONSE SHEET						
3. ATTACHMENT B MANDATORY SPECIFICATION CHECKLIST						
4. ATTACHMENT C COST SHEET						
5. ATTACHMENT D FACILITY LISTING						

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

REQUEST FOR PROPOSAL

COR61453 – Inmate Telephone System

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SECTION ONE: GENERAL INFORMATION

1. Purpose: The West Virginia Department of Administration, Purchasing Division (hereinafter referred to as the “Purchasing Division”) is soliciting proposals pursuant to West Virginia Code §5A-3-10b for the WV Division of Corrections (hereinafter referred to as the “Agency”) to provide a turn-key, secure and reliable inmate telephone system and services to provide calling between inmates and their families and friends.
2. By signing and submitting its proposal, the successful Vendor agrees to be bound by all the terms contained in this Request for Proposal (“RFP”).

An RFP is generally used for the procurement of services in situations where price is not the sole determining factor and the award will be based on a combination of cost and technical factors (Best Value). Through its proposal, the bidder offers a solution to the objectives, problem, or need specified in the RFP, and defines how it intends to meet (or exceed) the RFP requirements.

3. Schedule of Events: .

Vendor’s Written Questions Submission Deadline	10/03/2013
Mandatory Pre-bid Conference	09/26/2013 at 10:00 am
Addendum Issued.....	TBD
Bid Opening Date.....	10/15/2013
Oral Presentation (<i>Agency Option</i>)	TBD

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SECTION TWO: INSTRUCTIONS TO VENDORS SUBMITTING BIDS

Instructions begin on next page.

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

☐

A pre-bid meeting will not be held prior to bid opening.

☐

A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:

☒

A **MANDATORY PRE-BID** meeting will be held at the following place and time:

September 26, 2013 at 10:00 am

WV Division of Corrections
1409 Greenbrier Street
Charleston, WV 25311

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required

information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline: October 3, 2013 at 5:00 pm

Submit Questions to: Tara Lyle, File 32
2019 Washington Street, East
Charleston, WV 25305
Fax: 304-558-4115
Email: Tara.L.Lyle@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The bid delivery address is:

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID

BUYER: _____

SOLICITATION NO.: _____

BID OPENING DATE: _____

BID OPENING TIME: _____

FAX NUMBER: _____

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus 5 (five) convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: ☐ Technical
☐ Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time: October 15, 2013 at 1:30 pm

Bid Opening Location: Department of Administration, Purchasing Division
 2019 Washington Street East
 Charleston, WV 25305-0130

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

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SECTION THREE: GENERAL TERMS AND CONDITIONS

Terms and conditions begin on next page.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
2. **DEFINITIONS:** As used in this Solicitation / Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation / Contract.
 - 2.1 **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2 **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.
 - 2.3 **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.4 **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
 - 2.5 **"Purchase Order"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.
 - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.
 - 2.7 **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.8 **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:



Term Contract

Initial Contract Term: This Contract becomes effective on ^{award}

and extends for a period of one (1) year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to two (2) successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Reasonable Time Extension: At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

Release Order Limitations: In the event that this contract permits release orders, a release order may only be issued during the time this Contract is in effect. Any release order issued within one year of the expiration of this Contract shall be effective for one year from the date the release order is issued. No release order may be extended beyond one year after this Contract has expired.



Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within days.

- ☐ **One Time Purchase:** The term of this Contract shall run from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall this Contract extend for more than one fiscal year.
- ☐ **Other:** See attached.
4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
- ☒ **Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
- ☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
- ☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
- ☐ **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

- ☐ **BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.
- ☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.
- ☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

- ☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.
- ☒ **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.
- ☒ **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:



Commercial General Liability Insurance:

\$1,000,000.00

or more.



Builders Risk Insurance: builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.



The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

- ☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

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☐
☐
☐

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

9. **LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
10. **ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

- 12. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount \$300 per day for work not performed on the contract. This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.
- 13. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.
- 14. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.
- 15. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
- 16. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
- 17. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."
- 18. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 19. DELIVERY:** All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.
- 20. INTEREST:** Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.
- 21. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

22. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
23. **TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
24. **CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
25. **WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
26. **TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
27. **APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
28. **COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
29. **PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

- 30. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 31. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
- 32. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 33. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 34. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 35. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 36. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 37. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

38. [RESERVED]

39. CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

40. DISCLOSURE: Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

41. LICENSING: In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

42. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the

purchasing agency tenders the initial payment to Vendor.

- 43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

- 44. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

☐ Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

- 45. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, *etc.* and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 46. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered

by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 50. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- ☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
 - ☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.
- 51. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state

repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

52. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

53. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance

with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

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SECTION FOUR: PROJECT SPECIFICATIONS

1. **Location and Facility Data:** Refer to **Attachment D** for facility information
2. **Background and Current Operating Environment:** The Agency provides custody, control, and care of over 5,000 adult convicted felons. The current inmate telephone system is located in all correctional facilities.

All wiring and jacks are the property of the Agency. All telephones, brackets, computer servers and associated inmate telephone equipment including hardware and software are the property of the current provider.

With respect to equipment owned by the successful Vendor of this RFP, Agency is not responsible for any losses suffered by Vendor related to destruction by inmates, fire, theft, power outages, or any act of God. In addition, Agency is not responsible for any losses suffered by the Vendor for failure to properly maintain the equipment.

3. **Qualifications and Experience:** Vendor shall provide five (5) references, three (3) of which shall be from government owned and operated correctional facilities. **Attachment A: Vendor Response Sheet** information regarding its firm, such as staff qualifications, and ten (10) years' experience, in completing similar projects; references; copies of any staff certifications or degrees applicable to this project; proposed staffing plan; descriptions of past projects completed entailing the location of the project, project manager name and contact information, type of project, and what the project goals and objectives were and how they were met. Five (5) out of the required ten (10) years' experience must have been gained in state owned correctional facility. Vendor experience includes key personnel experience in the industry, does not mandate the company had to be in existence for ten (10) years.
4. **Project and Goals:** The project goals and objectives are:
 - 4.1. To provide, install and maintain a fully operational, flexible, secure and reliable inmate telephone system.
 - 4.2 To implement and maintain fair and reasonable call minute rates for the inmates, families and friends.
 - 4.3. To pay a commission rate to the Agency that will be deposited into the Inmate Benefit Fund, a fund providing additional benefits to the inmate population that are not mandated by law. The commission rate quoted by Vendor will not be included in the bid evaluation process.

5 **Mandatory Requirements:**

The following mandatory requirements must be met by the Vendor as a part of the submitted proposal. Failure on the part of the Vendor to meet any of the mandatory specifications shall result in the disqualification of the proposal. The terms "must", "will", "shall", "minimum", "maximum", or "is/are required" identify a mandatory item or factor. Decisions regarding

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compliance with any mandatory requirements shall be at the sole discretion of the Purchasing Division.

- 5.1. Vendor shall be responsible for all costs associated with the inmate telephone system, including the purchase of equipment, installation, service, maintenance, voice network/transmission, data network, and day-to-day operation. Agency shall have no liability or responsibility for any costs associated with the inmate telephone system.
- 5.2. When requested by Agency, Vendor shall provide informational pamphlets to all inmates describing the applicable features and functionalities of the inmate telephone system.
- 5.3. Vendor is responsible for determining all wiring and software requirements; if applicable, costs associated with the conversion of service from current inmate telephone system provider to the successful vendor under this RFP. If applicable, successful vendor will coordinate all details of the switch over from current vendor.
- 5.4. Vendor will provide written documentation to Agency indicating that all circuits have been tested and all cables, pairs, fiber strands blocks, etc. are legibly marked after completion of each installation.
- 5.5. If applicable, the successful vendor shall work with the current inmate telephone system provider to ensure an orderly transition of services, responsibilities and continuity of the services required by Agency.
- 5.6. All CDRs, (Call Detail Records) call recordings, documentation, reports data, contained in the inmate telephone system shall be the property of the Agency. All hardware and software shall be the property of the Vendor.
- 5.7. Vendor shall supply the required number of workstations, as well as future equipment upgrades and/or replacements, which become the property of the Agency after expiration or termination of the contract in order to allow Agency access to all CDRs, call and visitation recordings, documentation, reports, data, etc. contained in the inmate telephone system.
- 5.8. Vendor shall remove all equipment at the end of said contract in a manner that will allow Agency to reuse all wiring and associated cable.
- 5.9. Vendor's telephone system shall contain reception quality that meets telecommunication industry standards and will be at a minimum equal to the quality available to the general public.
- 5.10. All installed telephone sets must include volume control.
- 5.11. Vendor shall provide a detailed plan for all aspects of the system, including, but not limited to, installation, acceptance, and training to satisfy all requirements within ten (10) business days upon contract award.

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- 5.12. Initial installations must be completed within 75 days from award of contract.
- 5.13. Installation of all telephone sets and related equipment shall be installed during normal business hours, 8:00 a.m. to 5:00 p.m., unless otherwise approved by Agency.
- 5.14. Agency requires, at a minimum, that the following issues be addressed and presented by vendor.
- 1) Equipment ordering
 - 2) Establishment of all relevant system interfaces
 - 3) Transfer of data from current supplier
 - 4) Installation of telephone instruments
 - 5) Installation of call processing equipment
 - 6) Testing and system acceptance
 - 7) Training and communication plan for:
 - a) Agency Staff
 - b) Inmate Population
 - c) Family Members
- 5.15. Vendor shall provide all maintenance, support, repair, and replacement to the inmate telephone system in a timely manner.
- 5.16. All costs incurred for the maintenance, repairs and replacement shall be borne solely by the vendor and these costs shall not be offset by increasing rates or accessing higher fees to the end users.
- 5.17. Vendor shall upgrade software within 30 days of availability.
- 5.18. Vendor shall notify agency of all major software upgrades within 14 days prior to the installation. Vendor shall describe its software development cycle, including timing of major upgrades, along with its notification process. Agency reserves the right to deny or delay all software upgrades. Vendor shall detail its system architecture and change management process in the proposal.
- 5.19. Vendor shall upgrade all hardware as required to comply with performance standards as mandated in this RFP.
- 5.20. Telephone support from live, qualified technicians must be available 24/7/365.
- 1) Priority Level 1, when more than 50% of a single site or housing unit is without service. A response is required in less than 1 hour, and a resolution within 3 hours without a site visit. Resolution requiring a site visit must be completed within 8 hours.
 - 2) Priority Level 2, when 25% to 50% of a single site or housing unit is without service. Response time is a maximum of 2 hours and resolution is a maximum of 6 hours without a site visit. Resolution requiring a site visit must be completed within 24 hours.

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- 3) Priority Level 3, when 1% to 25% of a single site or housing unit is without service, response time is a maximum of 2 hours and resolution is a maximum of 6 hours without a site visit. Resolution requiring a site visit must be completed within 36 hours.
 - 4) Priority Level 4, items on software fixed list or related to administrative issues that are informational, non-service related conditions or non-business critical, response time is a maximum of 4 hours, and resolution is a maximum of 24 hours without a site visit. Resolution requiring a site visit must be completed within 36 hours.
 - 5) Agency reserves the right and ability to establish and/or change the priority level for each occurrence.
-
- 5.21. Vendor shall provide on-site field support from qualified technicians to be available 24/7/365. Refer to Section 5.20 for response and resolution timeframes. Vendor must provide a minimum of three (3) technicians that reside in the State of West Virginia.
 - 5.22. The inmate telephone system must be a non-coin operated telecommunications service, using line-powered instruments compatible with Agency's current wiring at all sites. In the event, new wiring is required at onset or with future expansion, Vendor shall be responsible for supplying and installing said wiring.
 - 5.23. All services and equipment provided by Vendor must comply with all current and future federal, state, and local laws, rules, and regulations, as well as internal Agency policies and procedures. Vendor must be properly authorized by appropriate governing or regulatory entities to provide inmate telephone systems.
 - 5.24. Vendor's inmate telephone system must meet all ADA standards, including the installation TDD technology and hardware when requested by the Agency.
 - 5.25. Vendor must obtain approval from Agency prior to cutting into girders, beams, wall, flooring or any other structures that may impair fire or moisture-proofing or cause structural damage.
 - 5.26. Vendor must use new materials for wiring, which must be clearly marked at both ends and comply with current Electronic Institutional Association/Telephone Institutional Association specifications. No exposed wiring is permitted. To be run with industry standard telephone cabling CAT 5 cable or category 325 pair cable as necessary. All wiring infrastructure installed by Vendor shall become the property of the Agency upon expiration or termination of said Contract.
 - 5.27. Vendor shall reimburse Agency for any damage to Agency's property caused by Vendor during the term of this contract.
 - 5.28. Vendor must affix labeling to all telephones with clear and concise dialing instructions, including notification that all calls are subject to monitoring and recording. Labels must be printed in both English and Spanish or as required by the Agency.
 - 5.29. Vendor must supply only new telephone equipment. Said telephone equipment must be sturdy, non-coin, vandal resistant and armored with durable tamper-proof construction

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appropriate for a correctional environment. Agency recommends all Vendors provide a live demonstration of phone system at oral presentation. Agency requires all vendors to bring a sample of the inmate telephone/handset to the oral presentation.

- 5.30. Vendor, as well as Vendor's subcontractors, shall clean up and remove all trash from installation areas. No equipment, parts or inventory shall be stored onsite unless approved by Agency.
- 5.31. Vendor shall provide a report to Agency listing the following:
 - a) Telephone numbers
 - b) Equipment identification numbers
 - c) Location of equipment
- 5.32. Agency ID cards will be provided to Vendor's personnel for entry into the facilities. Sites reserve the right to search any deliveries, mail or packages received at the site prior to being delivered inside of the security perimeter. Contract workers/visitors are subject to search of their person, vehicles and personal items before entering the site. Such searches may be pat down searches, searches by metal detectors, or searches by Agency canine unit. Agency has authority to deny access. Vendor's personnel shall comply with all Agency policies and procedures.
- 5.33. Vendor's personnel and subcontract personnel shall obtain, at Vendor's cost, background security clearance prior to arrival at the facilities.
- 5.34. Vendor shall install adequate surge and lightning protection equipment for the inmate telephone system.
- 5.35. Vendor shall provide UPS back-up power. No separate power supply is required. It should be a minimum of thirty (30) minutes to allow for a safe shutdown of the system during power interruption.
- 5.36. In the event of a power outage, the inmate telephone system must automatically shut down without losing any calling data. Once power is restored, the phone system must have an automatic restart feature.
- 5.37. System Features and General Operation:
 - 1) Must process all inmate calls on an outgoing, station-to-station, prepaid basis
 - 2) Must limit one call per connection
 - 3) Must block all incoming calls
 - 4) Must process all calls by an automated operator. Access to live operators is not permitted at any time.

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- 5) The inmate shall be placed on hold after the dialing sequence in order to prohibit the inmate from monitoring or communicating with the called party. Once the call is accepted by the called party, the inmate will be connected.
- 6) Must be able to inform the called party of any and all charges for the call, prior to accepting the call.
- 7) Must have pre-recorded message announcing to the called party that this is: collect call (if applicable), name of facility, inmate name placing the call, and that the call is subject to being monitored and/or recorded. The system shall, at a minimum, have multi-lingual capabilities for English and Spanish.
- 8) Must provide Agency with the ability to program allowed or blocked numbers, either globally or by inmate.
- 9) Must deny access to 800, 888, 877, 411, 555-1212, 900, 911, 950+1, 976 or 10-10xxx numbers and allow blocking of specific telephone numbers.
- 10) Must allow free local calls to designated numbers, such as Public Defenders, Rape Crisis Centers, Prison Rape Elimination Act Hotline, and Critical Incident Hotline.
- 11) Must be able to control call duration based on time limits or time of day restrictions.
- 12) Must be able to set limits by housing units, individual inmates, and facility or destination numbers.
- 13) Must have voice biometric technology integrated and offer related analysis tools and capabilities. Preference will be given to systems that have continuous voice analysis throughout the call duration. Agency will not accept “beta” for unproven technology. If offering continuous voice verification, please include a reference where this service has been in place for a minimum of 6 months.
- 14) Must provide an integrated capability to monitor, record, store and retrieve inmate phone conversations on a real time basis. Recordings must be stored online for the entire contract term with the option to archive to removable/portable storage media. All recorded phone conversations are the property of the Agency.
- 15) Must allow recording playback with the following features:
 - a. Separate the inmate side of the conversation from the called party side of the conversation in order to play on separate speakers for detailed analysis
 - b. Accelerate or decelerate the conversation, isolating the talk path of either party
 - c. Skip pauses in the conversation, isolating the talk path of either party
 - d. Easily enter notes to removable/portable storage media.
- 16) Must be capable of importing and presenting relevant inmate information as determined by Agency, such as gang affiliation or victim information
- 17) Must be capable of providing verified Billing, Name, and Address (BNA) for all Collect and Prepaid Collect numbers.
- 18) Initial Prepaid Collect account setup for called parties must occur by Internet or live agent, and include collection of BNA information that is verified against secondary data such as credit card information or photo identification. No calls shall be completed without first obtaining verified BNA. BNA for an individual number shall be available by simply dragging over or clicking on the number displayed in the inmate

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telephone system Graphic User Interface. Vendor must describe their prepaid process in detail at their oral presentation.

- 19) System must track IP addresses or other relevant identifiers for accounts funded online for use by investigative staff.
- 20) Must provide the ability to place alerts on specific inmate PIN or destination number as determined by Agency. This function shall, 1) automatically call designated number(s) or otherwise alert Agency staff, according to preference, when a call is being placed; 2) offer live monitoring of alerted calls in progress; and 3) include a “find and follow” feature so successive staff numbers are called.
- 21) Must provide the ability to have an individual Personal Allowed Number (PAN) list associated with each inmate.
- 22) TDD/TYY calls must be monitored using integrated functionality. The TDD/TYY monitoring shall be explained during vendor oral presentation.
- 23) Must ensure positive call acceptance by the called party prior to incurring charges, including both touch tone and rotary telephones. Voice recognition or passive acceptances are not acceptable methods of acceptance of call.
- 24) Must allow the called party to block their telephone number during the call.
- 25) Shall provide unlimited, secure, remote access capability from any PC/laptop with high speed internet connectivity. Remote access shall enable, at a minimum, ability to view call records, generate reports, monitor live conversations, and search/retrieve/play recorded calls. Remote access shall not impair system functionality or performance in any manner.
- 26) Must provide the Agency’s System Administrator with the capability to grant or modify authorized end users tiered and customizable access and control levels to the inmate telephone system Graphic User Interface
- 27) Must be able to restrict PIN by housing unit in order to reduce PIN fraud.
- 28) Shall have the capability to establish unlimited “informant lines”. Calls to informant lines shall be provided at no cost to the inmate or to the Agency. Must be able to complete calls to a voice mailbox resident on the inmate telephone system, a voice mailbox resident on the Agency’s network, or a live person. Calls must be completed with or without a positive acceptance by the called party.
- 29) Shall have the ability to be shut down quickly and selectively using cut-off switches or remote software.

5.38. The inmate telephone system shall have the ability to detect three-way calling attempts (call forwarding or conferencing) after a call is accepted and established. Upon detection, these calls shall be marked within the Call Detail Record and the inmate telephone system shall have the ability to terminate the call immediately. If a call is terminated the inmate telephone system will play an automated message, with content determined by Agency, prior to terminating said call.

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- 5.39. The inmate telephone system shall have the ability to detect attempts to forward a call remotely (call forwarding prior to a call being accepted and established). Upon detection, these calls shall be marked within the Call Detail Record and the inmate telephone system shall have the ability to terminate the call immediately. If a call is terminated the inmate telephone system will play an automated message, with content determined by Agency, prior to terminating said call.
- 5.40. Call Detail Records (CDR) must be established any time an inmate telephone goes off-hook and must be stored and made available online for the duration of the Contract. All CDRs are the property of the Agency during the contract term as well as after expiration of said contract. CDRs must be established and maintained each time an inmate goes off-hook. CDR data must include at a minimum:
- 1) Off hook time
 - 2) Inmate ID/PIN
 - 3) End type (e.g. preanswer hang-up, called party hang-up, max time elapsed)
 - 4) Phone number attempted
 - 5) Station name
 - 6) Billing start time
 - 7) Duration of call (in seconds)
 - 8) Billed time
 - 9) Call type (e.g. collect, debit)
 - 10) Jurisdiction type (e.g. local, interstate)
 - 11) Termination reason
- 5.41. Recorded conversations must provide security measures to ensure they have not been tampered with. This security must extend to recordings transferred to external mediums such as CD-ROM or email. Vendor must provide expert testimony with respect to the security of records, when required.
- 5.42. Vendor shall establish a PIN management system for the inmate telephone system and require entry of valid PINs prior to attempting a call. Integration with Agency's Offender Information System (OIS) is required to automate the PIN assignment process.
- 5.43. The inmate telephone system shall be capable to store and reference a list of Personal Allowed Numbers (PAN) associated with each PIN. The quantity of approved telephone numbers shall be configurable. The inmate telephone system shall be capable of storing the following PAN information:
- 1) Telephone Number
 - 2) Called Party Name
 - 3) Address
 - 4) Relationship to Inmate

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- 5.44. The inmate telephone system shall be capable of suspending a specific PIN, restrict usage at certain telephones by PIN, allow usage at certain telephone by PIN, facility or sub-location, control duration of calls, time of day calls may or may not occur, specific numbers the PIN may or may not call. Vendor shall demonstrate how the above will be accomplished and continued.
- 5.45. Call rating and revenue reporting must include systematic controls and internal audit processes to ensure correct and accurate reporting. Vendor shall describe systematic controls and internal audit procedures.
- 5.46. The inmate telephone system must track and provide accurate summary revenue. Reports must include all types and must reflect the total revenue for each call type, subtotaled by tariff type.
- 5.47. The inmate telephone system must be capable of sorting CDRs and producing reports which detail inmate telephone activity, including but not limited to, the reports below: Vendor shall list all other available reports. Must be capable of producing customized reports.
- 1) Calling by facility
 - 2) Calling by inmate PIN
 - 3) Calling by station
 - 4) Calling by destination number
 - 5) Frequently called numbers (numbers called multiple times per day)
 - 6) Commonly called numbers (numbers called by more than one PIN)
 - 7) Global allowed or blocked numbers
 - 8) PAN or attorney lists by inmate
 - 9) Three-way calling attempts
 - 10) Remote call forwarding attempts
 - 11) Restricted number calling attempts
- 5.48. Vendor shall supply Agency 24 workstations and printers connected to the inmate telephone system bandwidth at mutually agreed upon locations. Vendor shall refresh the equipment at the beginning of every fourth year (at the end of each three year period). Equipment requirements include:
- 1) Operating System – Windows 7 Enterprise
 - 2) Flat panel monitor
 - 3) CD/DVD burner
 - 4) Color ink jet printer/scanner

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5.49. Upon commencement of installation, Vendor shall reimburse the Agency for three fulltime equivalent positions of Investigator 1 to fulfill the requirements of the operation of the inmate telephone system whose responsibilities will be to monitor the inmate telephone system within the Agency facilities and determine system functionality. The reimbursement for each positions listed above is \$36,624 for a total of \$ 109,872. The vendor shall adjust for salary reimbursement for the above listed positions to keep pace with the Agency granted increases. The vendor shall ensure that the reimbursement to the Agency for the above listed positions is via a separate check from the Agency's commission check or paid as specified by the Agency.

5.50. The duties and responsibilities of the above positions shall include:

- 1) Routine operational checks of the inmate telephone system. All service issues will immediately be reported to the supervisor and Vendor.
- 2) Check monitoring and recording functionality of systems twice a work day and report findings to the supervisor and Vendor.
- 3) Generate all on-site reports as requested by Vendor and maintain a copy for Agency's files.
- 4) Inform vendor when inventory supplies are needed.
- 5) Extract recording and provide CDs for Agency personnel use in accordance with Agency's policies and procedures
- 6) Perform preventative maintenance on computer terminals as instructed by Vendor, including normal cleaning and defragmentation of hard drive
- 7) Alert Vendor to all equipment and service issues that impact Vendor's performance under said Contract
- 8) Provide training to Agency's staff
- 9) Provide training to inmates on telephone usage
- 10) Check Prisons Rape Elimination Act Hotline and Critical Incident Hotline as assigned

5.51. Flexible, state of the art technology shall be provided by Vendor to meet all network and system requirements. In addition, web based equipment and software must be provided. Vendor is responsible for repairing and/or replacing all hardware when needed as well as upgrading software every four months.

5.52. The inmate telephone system and related peripherals must be new and solely dedicated to Agency. Servers, storage units, and other infrastructure shall not be shared with other clients of Vendor.

5.53. Inmate telephone system architecture shall be expandable for future growth.

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- 5.54. Vendor shall provide redundant storage. Redundant storage sites shall be located such that a man made or natural disaster is not likely to compromise both storage sites due to a single event. Vendor shall store all inmate Call Details Records online for the life of the contract. Vendor shall supply all storage media to Agency for the life of the contract.
- 5.55. Liquidated Damages: Vendor shall pay Agency liquidated damages in the amount of \$300.00 per each instance when Agency suffers one or more lost, unrecoverable, or unusable recording of a call. Agency agrees to notify Vendor at such occurrence and provide Vendor seven days per instance to produce the call recording. Agency shall invoice Vendor for all liquidated damage charges, to be paid by Vendor within 30 days of date of invoice.
- 5.56. Vendor shall supply dedicated network circuits for which Agency users can access CDRs. Access on shared bandwidth is not allowed. Vendor shall detail the network architecture, with particular emphasis on the dedicated bandwidth available at each site and the dedicated bandwidth available to access CDRs, both onsite and remotely.
- 5.57 Vendor shall describe its process for unblocking a telephone number that was restricted due to non-payment, including the timeframe to remove the restriction after payment is received.
- 5.58. The Vendors shall allow collect calling, with a minimum \$100.00 monthly limit on non-delinquent accounts, to called parties. Vendor may establish direct or third party collect call billings. Vendor shall supply an alternative billing option for called parties who are categorized as unbillable by the service carrier.
- 5.59. Alternative payment or account setup methods such as enhanced SMS programs are not allowed. Regardless of billing methods, all calls must be charged at the rates outlined on the successful vendor's bid.
- 5.60. Prepaid Collect accounts must include various payment options such as, credit card; electronic check; Western Union. Vendor shall describe available payment methods, timelines to post payments and timelines to allow calls to process. Prepaid Collect accounts may only be set up via live customer service representative on telephone or a secure online site. Account setup via Interactive Voice Response (IVR) is not allowed. Replenishment of minutes via IVR is allowed. No minimum funding is allowed for Prepaid Collect.
- 5.61. Vendor shall process all refund requests within a reasonable timeframe at no charge to the account holder. Vendor shall describe its refund process, including timeframe for account holder to receive refund.
- 5.62. Account expiration or dormant funds policies are not allowed.

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- 5.63. Vendor's system must provide live customer service via a toll free number on a 24/7/365 basis. Live operator must be easily reached within a maximum of one minute without lengthy or complicated "press throughs".
- 5.64. Vendor shall have call centers located in the Continental United States. Vendor shall provide a list of all call centers and locations providing end-user customer service.
- 5.65. Once connected to live operator, assistance must be consistently maintained at a maximum of 90 seconds. Agency reserves the right to request daily reports to ensure compliance.
- 5.66. Vendor shall propose a single flat postalized rate, including all rate types, per minute calling rate (with no surcharge). A discount should be proposed for prepaid and debit calling. The Agency does not currently provide debit calling but may choose to do so during this contract.
- 5.67. All billed revenue shall include all completed calls that generate revenue regardless of the call's classification. Commission must be calculated on the total gross billed revenue exclusive of taxes and regulatory fees. No promotional or marketing type calls are allowed. No calls with commission rates that are less than the commission rates on standard prepaid.
- 5.68. All fees, charges or per minute cost of a call must be fully disclosed by the vendor, no other fees or charges will be allowed.
- 5.69. All rate increases mandated by a regulatory entity, will be passed through to the contract by change order, proof of said charges shall be provided by Vendor.
- 5.70. All requests for change orders must be sent to the Agency Central Office, to the attention of the Contracts Manager.
- 5.71. In the event Agency expands an existing facility or opens a new facility, Vendor shall provide inmate telephone services at the same contract pricing.

- 6. **Oral Presentations (Agency Option):** The Agency has the option of requiring oral presentations of all Vendors participating in the RFP process. If this option is exercised, it would be listed in the Schedule of Events (Section 1.3) of this RFP. During oral presentations, Vendors may not alter or add to its submitted proposal, but only clarify information. A description of the materials and information to be presented is provided below:

- 6.1. Materials and Information Required at Oral Presentation:

- 6.1.1 Vendor shall bring samples of the actual telephone being bid, with the handsets, and will demonstrate all applications.

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- 6.1.2 Vendor shall perform a live telephone demonstration along with any other technology vendor is proposing.
- 6.1.3 Vendor shall provide and demonstrate a corrections grade, stainless steel telephone.
- 6.1.4 Vendor shall demonstrate a TDD/TTY Telephone, which shall also be corrections grade, stainless steel.
- 6.1.5 Vendor shall demonstrate the administration and investigative applications available with the telephone system.
- 6.1.6 Vendor shall perform a full run through of the customer web application tools.
- 6.1.7 Vendor shall explain and demonstrate, if possible, its PREA and critical incident information systems.
- 6.1.8 Vendors shall demonstrate the overall phone system, including any technology being proposed to the Agency.
- 6.1.9 Agency shall make internet access available and allow ample time for the presentation as well as all demonstrations.

SECTION FIVE: VENDOR PROPOSAL

1 **Economy of Preparation:** Proposals should be prepared simply and economically providing a straightforward, concise description of the Vendor's abilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of the content.

2 **Incurring Cost:** Neither the State nor any of its employees or officers shall be held liable for any expenses incurred by any Vendor responding to this RFP, including but not limited to preparation, delivery, or travel.

3 **Proposal Format:** Vendors should provide responses in the format listed below:

Title Page: State the RFP subject, number, Vendor's name, business address, telephone number, fax number, name of contact person, e-mail address, and Vendor signature and date.

Table of Contents: Clearly identify the material by section and page number.

Attachment A: Within the attached response sheet (**Attachment A: Vendor Response Sheet**), provide the following: firm and staff qualifications and experience in completing similar projects; references; copies of any staff certifications or degrees applicable to this project; proposed staffing plan; descriptions of past projects completed entailing the location of the project, project manager name and contact information, type of project, and what the project goals and objectives were and how they were met.

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Also, describe the approach and methodology proposed for this project. This should include how each of the goals and objectives listed is to be met.

Attachment B: Complete **Attachment B: Mandatory Specification Checklist**. By signing and dating this attachment, the Vendor acknowledges that they meet or exceed each of these specifications as outlined in 4.5 of Section Four: Project Specifications. The State reserves the right to require documentation detailing how each is met at its discretion.

Attachment C: Complete **Attachment C: Cost Sheet** included in this RFP and submit in a separate sealed envelope. Cost should be clearly marked.

Oral Presentations: If established by the Agency in the Schedule of Events (Section 1.3), all Vendors participating in this RFP will be required to provide an oral presentation, based on the criteria set in Section 4.6. During oral presentations, Vendors may not alter or add to its submitted proposal, but only to clarify information.

4 **Proposal Submission:** Proposals must be received in two distinct parts: technical and cost.

- **Technical proposals** must not contain any cost information relating to the project.
- **Cost proposal** shall be sealed in a separate envelope and will not be opened initially.

All proposals must be submitted to the Purchasing Division **prior** to the date and time stipulated in the RFP as the opening date. All bids will be dated and time stamped to verify official time and date of receipt. All submissions must be in accordance with the provisions listed below and in Section Two: Instructions to Bidders Submitting Bids above.

5 **Technical Bid Opening:** The Purchasing Division will open and announce only the technical proposals received prior to the date and time specified in the Request for Proposal. The technical proposals shall then be provided to the Agency evaluation committee.

6 **Cost Bid Opening:** The Purchasing Division shall schedule a date and time to publicly open and announce cost proposals when the Purchasing Division has approved the technical recommendation of the evaluation committee. All cost bids for qualifying proposals will be opened. Cost bids for non-qualifying proposals will also be opened but shall not be considered. A proposal may be deemed non-qualifying for a number of reasons including, but not limited to, the bidder's technical proposal failing to meet the minimum acceptable score and the bidder's technical proposal failing to meet a mandatory requirement of the contract. Certain information, such as technical scores and reasons for disqualification, will not be available until after the contract award, pursuant to *West Virginia Code* §5A-3-11(h) and *West Virginia Code of State Rules* §148-1-6.2.5..

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SECTION SIX: EVALUATION AND AWARD

- 1 **Evaluation Process:** Proposals will be evaluated by a committee of three (3) or more individuals against the established criteria with points deducted for deficiencies. The Vendor who demonstrates that they meet all of the mandatory specifications required; and has appropriately presented within its written response and/or during the oral demonstration (if applicable) its understanding in meeting the goals and objectives of the project; and attains the highest overall point score of all Vendors shall be awarded the contract. The selection of the successful Vendor will be made by a consensus of the evaluation committee.
- 2 **Evaluation Criteria:** All evaluation criteria is defined in the specifications section and based on a 100 point total score. Cost shall represent a minimum of 30 of the 100 total points.

The following are the evaluation factors and maximum points possible for technical point scores:

•	Qualifications and experience	30 Points Possible
•	Approach and methodology	30 Points Possible
•	Oral interview	10 Points Possible
•	Cost	30 Points Possible

Total	100 Points Possible
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Vendor shall state the commission rate to be paid to Agency; however, the commission rate will not be considered in the evaluation of bids. **Vendor shall only state commission rate on the cost portion of the bid.**

Each cost proposal cost will be scored by use of the following formula for all Vendors who attained the minimum acceptable score:

Lowest price of all proposals

X 30 = Price Score

Price of Proposal being evaluated

2.1 **Technical Evaluation:** The Agency evaluation committee will review the technical proposals, deduct points where appropriate, and make a final written recommendation to the Purchasing Division.

2.2 **Minimum Acceptable Score:** Vendors must score a minimum of 70% (49 points) of the total technical points possible. All Vendors not attaining the minimum acceptable score (MAS) shall be considered as non-qualifying; therefore, the cost bids will not be opened. A proposal may be deemed non-qualifying for a number of reasons including, but not limited to, the bidder's technical proposal failing to meet the minimum acceptable score and the bidder's technical proposal failing to meet a mandatory requirement of the contract. Certain information, such as technical scores and reasons for disqualification, will not be available until after the contract award, pursuant to *West Virginia Code* §5A-3-11(h) and *West Virginia Code of State Rules* §148-1-6.2.5.

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2.3 Cost Evaluation: The Agency evaluation committee will review the cost proposals, assign appropriate points, and make a final recommendation to the Purchasing Division.

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Attachment A: Vendor Response Sheet

Provide a response regarding the following: firm and staff qualifications and ten (10) years- eStoragexperience in completing similar projects, and five(5) of which must be in state owned correctional facility; Five (5) references, three(3) of which must be from state owned correctional facility; copies of any staff certifications or degrees applicable to this project; proposed staffing plan; descriptions of past projects completed entailing the location of the project, project manager name and contact information, type of project, and what the project goals and objectives where and how they were met.

List project goals and objectives contained in Section 4, Subsection 4:

Section 4, Subsection 4.1: To provide, install and maintain a fully operational, flexible, secure and reliable inmate telephone system.

Vendor Response:

Section 4, Subsection 4.2: To implement and maintain fair and reasonable call minute rates for the inmates, families and friends.

Vendor Response:

Section 4, Subsection 4.3: To pay a commission rate to the Agency that will be deposited into the Inmate Benefit Fund, a fund providing additional benefits to the inmate population that are not mandated by law. **The commission rate quoted by Vendor will not be included in the bid evaluation process.**

Vendor Response:

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Attachment B: Mandatory Specification Checklist

By signing and dating this attachment, the Vendor acknowledges that they meet or exceed each of these specifications as outlined in Section Four: Project Specifications, Subsection 5. The State reserves the right to require documentation detailing how each is met at its discretion.

List mandatory specifications contained in Section Four, Subsection 5:

- 5.1. Vendor shall be responsible for all costs associated with the inmate telephone system, including the purchase of equipment, installation, service, maintenance, voice network/transmission, data network, and day-to-day operation. Agency shall have no liability or responsibility for any costs associated with the inmate telephone system.

Vendor Response:

- 5.2. When requested by Agency, Vendor shall provide informational pamphlets to all inmates describing the applicable features and functionalities of the inmate telephone system.

Vendor Response:

- 5.3. Vendor is responsible for determining all wiring and software requirements; if applicable, costs associated with the conversion of service from current inmate telephone system provider to the successful vendor under this RFP. If applicable, successful vendor will coordinate all details of the switch over from current vendor.

Vendor Response:

- 5.4. Vendor will provide written documentation to Agency indicating that all circuits have been tested and all cables, pairs, fiber strands blocks, etc. are legibly marked after completion of each installation.

Vendor Response:

- 5.5. If applicable, the successful vendor shall work with the current inmate telephone system provider to ensure an orderly transition of services, responsibilities and continuity of the services required by Agency.

Vendor Response:

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5.6. All CDRs, (Call Detail Records) call recordings, documentation, reports data, contained in the inmate telephone system shall be the property of the Agency. All hardware and software shall be the property of the Vendor.

Vendor Response:

5.7. Vendor shall supply the required number of workstations, as well as future equipment upgrades and/or replacements, which become the property of the Agency after expiration or termination of the contract in order to allow Agency access to all CDRs, call and visitation recordings, documentation, reports, data, etc. contained in the inmate telephone system.

Vendor Response:

5.8. Vendor shall remove all equipment at the end of said contract in a manner that will allow Agency to reuse all wiring and associated cable.

Vendor Response:

5.9. Vendor's telephone system shall contain reception quality that meets telecommunication industry standards and will be at a minimum equal to the quality available to the general public.

Vendor Response:

5.10. All installed telephone sets must include volume control.

Vendor Response:

5.11. Vendor shall provide a detailed plan for all aspects of the system, including, but not limited to, installation, acceptance, and training to satisfy all requirements within ten (10) business days upon contract award.

Vendor Response:

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5.12. Initial installations must be completed within 75 days from award of contract.

Vendor Response:

5.13. Installation of all telephone sets and related equipment shall be installed during normal business hours, 8:00 a.m. to 5:00 p.m., unless otherwise approved by Agency.

Vendor Response:

5.14. Agency requires, at a minimum, that the following issues be addressed and presented by vendor.

1. Equipment ordering
2. Establishment of all relevant system interfaces
3. Transfer of data from current supplier
4. Installation of telephone instruments
5. Installation of call processing equipment
6. Testing and system acceptance
7. Training and communication plan for:
 - d) Agency Staff
 - e) Inmate Population
 - f) Family Members

Vendor Response:

5.15. Vendor shall provide all maintenance, support, repair, and replacement to the inmate telephone system in a timely manner.

Vendor Response:

5.16. All costs incurred for the maintenance, repairs and replacement shall be borne solely by the vendor and these costs shall not be offset by increasing rates or accessing higher fees to the end users.

Vendor Response:

5.17. Vendor shall upgrade software within 30 days of availability.

Vendor Response:

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- 5.18. Vendor shall notify agency of all major software upgrades within 14 days prior to the installation. Vendor shall describe its software development cycle, including timing of major upgrades, along with its notification process. Agency reserves the right to deny or delay all software upgrades. Vendor shall detail its system architecture and change management process in the proposal.

Vendor Response:

- 5.19. Vendor shall upgrade all hardware as required to comply with performance standards as mandated in this RFP.

Vendor Response:

- 5.20. Telephone support from live, qualified technicians must be available 24/7/365.

1. Priority Level 1, when more than 50% of a single site or housing unit is without service. A response is required in less than 1 hour, and a resolution within 3 hours without a site visit. Resolution requiring a site visit must be completed within 8 hours.
2. Priority Level 2, when 25% to 50% of a single site or housing unit is without service. Response time is a maximum of 2 hours and resolution is a maximum of 6 hours without a site visit. Resolution requiring a site visit must be completed within 24 hours.
3. Priority Level 3, when 1% to 25% of a single site or housing unit is without service, response time is a maximum of 2 hours and resolution is a maximum of 6 hours without a site visit. Resolution requiring a site visit must be completed within 36 hours.
4. Priority Level 4, items on software fixed list or related to administrative issues that are informational, non-service related conditions or non-business critical, response time is a maximum of 4 hours, and resolution is a maximum of 24 hours without a site visit. Resolution requiring a site visit must be completed within 36 hours.
5. Agency reserves the right and ability to establish and/or change the priority level for each occurrence.

Vendor Response:

- 5.21. Vendor shall provide on-site field support from qualified technicians to be available 24/7/365. Refer to Section 5.20 for response and resolution timeframes. Vendor must provide a minimum of three (3) technicians that reside in the State of West Virginia.

Vendor Response:

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- 5.22. The inmate telephone system must be a non-coin operated telecommunications service, using line-powered instruments compatible with Agency's current wiring at all sites. In the event, new wiring is required at onset or with future expansion, Vendor shall be responsible for supplying and installing said wiring.

Vendor Response:

- 5.23. All services and equipment provided by Vendor must comply with all current and future federal, state, and local laws, rules, and regulations, as well as internal Agency policies and procedures. Vendor must be properly authorized by appropriate governing or regulatory entities to provide inmate telephone systems.

Vendor Response:

- 5.24. Vendor's inmate telephone system must meet all ADA standards, including the installation TDD technology and hardware when requested by the Agency.

Vendor Response:

- 5.25. Vendor must obtain approval from Agency prior to cutting into girders, beams, wall, flooring or any other structures that may impair fire or moisture-proofing or cause structural damage.

Vendor Response:

- 5.26. Vendor must use new materials for wiring, which must be clearly marked at both ends and comply with current Electronic Institutional Association/Telephone Institutional Association specifications. No exposed wiring is permitted. To be run with industry standard telephone cabling CAT 5 cable or category 325 pair cable as necessary. All wiring infrastructure installed by Vendor shall become the property of the Agency upon expiration or termination of said Contract.

Vendor Response:

- 5.27. Vendor shall reimburse Agency for any damage to Agency's property caused by Vendor during the term of this contract.

Vendor Response:

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- 5.28. Vendor must affix labeling to all telephones with clear and concise dialing instructions, including notification that all calls are subject to monitoring and recording. Labels must be printed in both English and Spanish or as required by the Agency.

Vendor Response:

- 5.29. Vendor must supply only new telephone equipment. Said telephone equipment must be sturdy, non-coin, vandal resistant and armored with durable tamper-proof construction appropriate for a correctional environment. Agency recommends all Vendors provide a live demonstration of phone system at oral presentation. Agency requires all vendors to bring a sample of the inmate telephone/handset to the oral presentation.

Vendor Response:

- 5.30. Vendor, as well as Vendor's subcontractors, shall clean up and remove all trash from installation areas. No equipment, parts or inventory shall be stored onsite unless approved by Agency.

Vendor Response:

- 5.31. Vendor shall provide a report to Agency listing the following:
- d) Telephone numbers
 - e) Equipment identification numbers
 - f) Location of equipment

Vendor Response:

- 5.32. Agency ID cards will be provided to Vendor's personnel for entry into the facilities. Sites reserve the right to search any deliveries, mail or packages received at the site prior to being delivered inside of the security perimeter. Contract workers/visitors are subject to search of their person, vehicles and personal items before entering the site. Such searches may be pat down searches, searches by metal detectors, or searches by Agency canine unit. Agency has authority to deny access

Vendor Response:

- 5.33. Vendor's personnel and subcontract personnel shall obtain, at Vendor's cost, background security clearance prior to arrival at the facilities.

Vendor Response:

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- 5.34. Vendor shall install adequate surge and lightning protection equipment for the inmate telephone system.

Vendor Response:

- 5.35. Vendor shall provide UPS back-up power. No separate power supply is required. It should be a minimum of thirty (30) minutes to allow for a safe shutdown of the system during power interruption.

Vendor Response:

- 5.36. In the event of a power outage, the inmate telephone system must automatically shut down without losing any calling data. Once power is restored, the phone system must have an automatic restart feature.

Vendor Response:

5.37. System Features and General Operation:

1. Must process all inmate calls on an outgoing, station-to-station, prepaid basis
2. Must limit one call per connection
3. Must block all incoming calls
4. Must process all calls by an automated operator. Access to live operators is not permitted at any time.
5. The inmate shall be placed on hold after the dialing sequence in order to prohibit the inmate from monitoring or communicating with the called party. Once the call is accepted by the called party, the inmate will be connected.
6. Must be able to inform the called party of any and all charges for the call, prior to accepting the call.
7. Must have pre-recorded message announcing to the called party that this is: collect call, name of facility, inmate name placing the call, and that the call is subject to being monitored and/or recorded. The system shall, at a minimum, have multi-lingual capabilities for English and Spanish.
8. Must provide Agency with the ability to program allowed or blocked numbers, either globally or by inmate.
9. Must deny access to 800, 888, 877, 411, 555-1212, 900, 911, 950+1, 976 or 10-10xxx numbers and allow blocking of specific telephone numbers.
10. Must allow free local calls to designated numbers, such as Public Defenders, Rape Crisis Centers, Prison Rape Elimination Act Hotline, and Critical Incident Hotline.

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11. Must be able to control call duration based on time limits or time of day restrictions.
12. Must be able to set limits by housing units, individual inmates, and facility or destination numbers.
13. Must have voice biometric technology integrated and offer related analysis tools and capabilities. Preference will be given to systems that have continuous voice analysis throughout the call duration. Agency will not accept “beta” for unproven technology. If offering continuous voice verification, please include a reference where this service has been in place for a minimum of 6 months.
14. Must provide an integrated capability to monitor, record, store and retrieve inmate phone conversations on a real time basis. Recordings must be stored online for the entire contract term with the option to archive to removable/portable storage media. All recorded phone conversations are the property of the Agency.
15. Must allow recording playback with the following features:
 - a. Separate the inmate side of the conversation from the called party side of the conversation in order to play on separate speakers for detailed analysis
 - b. Accelerate or decelerate the conversation, isolating the talk path of either party
 - c. Skip pauses in the conversation, isolating the talk path of either party
 - d. Easily enter notes to removable/portable storage media.
16. Must be capable of importing and presenting relevant inmate information as determined by Agency, such as gang affiliation or victim information
17. Must be capable of providing verified Billing, Name, and Address (BNA) for all Collect and Prepaid Collect numbers.
18. Initial Prepaid Collect account setup for called parties must occur by Internet or live agent, and include collection of BNA information that is verified against secondary data such as credit card information or photo identification. No calls shall be completed without first obtaining verified BNA. BNA for an individual number shall be available by simply dragging over or clicking on the number displayed in the inmate telephone system Graphic User Interface. Vendor must describe their prepaid process in detail at their oral presentation.
19. System must track IP addresses or other relevant identifiers for accounts funded online for use by investigative staff.
20. Must provide the ability to place alerts on specific inmate PIN or destination number as determined by Agency. This function shall, 1) automatically call designated number(s) or otherwise alert Agency staff, according to preference, when a call is being placed; 2) offer live monitoring of alerted calls in progress; and 3) include a “find and follow” feature so successive staff numbers are called.
21. Must provide the ability to have an individual Personal Allowed Number (PAN) list associated with each inmate.
22. TDD/TYY calls must be monitored using integrated functionality. The TDD/TYY monitoring shall be explained during vendor oral presentation.
23. Must ensure positive call acceptance by the called party prior to incurring charges, including both touch tone and rotary telephones. Voice recognition or passive acceptances are not acceptable methods of acceptance of call.

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24. Must allow the called party to block their telephone number during the call.
25. Shall provide unlimited, secure, remote access capability from any PC/laptop with high speed internet connectivity. Remote access shall enable, at a minimum, ability to view call records, generate reports, monitor live conversations, and search/retrieve/play recorded calls. Remote access shall not impair system functionality or performance in any manner.
26. Must provide the Agency's System Administrator with the capability to grant or modify authorized end users tiered and customizable access and control levels to the inmate telephone system Graphic User Interface
27. Must be able to restrict PIN by housing unit in order to reduce PIN fraud.
28. Shall have the capability to establish unlimited "informant lines". Calls to informant lines shall be provided at no cost to the inmate or to the Agency. Must be able to complete calls to a voice mailbox resident on the inmate telephone system, a voice mailbox resident on the Agency's network, or a live person. Calls must be completed with or without a positive acceptance by the called party.
29. Shall have the ability to be shut down quickly and selectively using cut-off switches or remote software.

Vendor Response:

- 5.38. The inmate telephone system shall have the ability to detect three-way calling attempts (call forwarding or conferencing) after a call is accepted and established. Upon detection, these calls shall be marked within the Call Detail Record and the inmate telephone system shall have the ability to terminate the call immediately. If a call is terminated the inmate telephone system will play an automated message, with content determined by Agency, prior to terminating said call.

Vendor Response:

- 5.39. The inmate telephone system shall have the ability to detect attempts to forward a call remotely (call forwarding prior to a call being accepted and established). Upon detection, these calls shall be marked within the Call Detail Record and the inmate telephone system shall have the ability to terminate the call immediately. If a call is terminated the inmate telephone system will play an automated message, with content determined by Agency, prior to terminating said call.

Vendor Response:

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5.40. Call Detail Records (CDR) must be established any time an inmate telephone goes off-hook and must be stored and made available online for the duration of the Contract. All CDRs are the property of the Agency during the contract term as well as after expiration of said contract. CDRs must be established and maintained each time an inmate goes off-hook. CDR data must include at a minimum:

1. Off hook time
2. Inmate ID/PIN
3. End type (e.g. preanswer hang-up, called party hang-up, max time elapsed)
4. Phone number attempted
5. Station name
6. Billing start time
7. Duration of call (in seconds)
8. Billed time
9. Call type (e.g. collect, debit)
10. Jurisdiction type (e.g. local, interstate)
11. Termination reason

Vendor Response:

5.41. Recorded conversations must provide security measures to ensure they have not been tampered with. This security must extend to recordings transferred to external mediums such as CD-ROM or email. Vendor must provide expert testimony with respect to the security of records, when required.

Vendor Response:

5.42. Vendor shall establish a PIN management system for the inmate telephone system and require entry of valid PINs prior to attempting a call. Integration with Agency's Offender Information System (OIS) is required to automate the PIN assignment process.

Vendor Response:

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5.43. The inmate telephone system shall be capable to store and reference a list of Personal Allowed Numbers (PAN) associated with each PIN. The quantity of approved telephone numbers shall be configurable. The inmate telephone system shall be capable of storing the following PAN information:

1. Telephone Number
2. Called Party Name
3. Address
4. Relationship to Inmate

Vendor Response:

5.44. The inmate telephone system shall be capable of suspending a specific PIN, restrict usage at certain telephones by PIN, allow usage at certain telephone by PIN, facility or sub-location, control duration of calls, time of day calls may or may not occur, specific numbers the PIN may or may not call. Vendor shall demonstrate how the above will be accomplished and continued.

Vendor Response:

5.45. Call rating and revenue reporting must include systematic controls and internal audit processes to ensure correct and accurate reporting. Vendor shall describe systematic controls and internal audit procedures.

Vendor Response:

5.46. The inmate telephone system must track and provide accurate summary revenue. Reports must include all types and must reflect the total revenue for each call type, subtotaled by tariff type.

Vendor Response:

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5.47. The inmate telephone system must be capable of sorting CDRs and producing reports which detail inmate telephone activity, including but not limited to, the reports below: Vendor shall list all other available reports. Must be capable of producing customized reports.

1. Calling by facility
2. Calling by inmate PIN
3. Calling by station
4. Calling by destination number
5. Frequently called numbers (numbers called multiple times per day)
6. Commonly called numbers (numbers called by more than one PIN)
7. Global allowed or blocked numbers
8. PAN or attorney lists by inmate
9. Three-way calling attempts
10. Remote call forwarding attempts
11. Restricted number calling attempts

Vendor Response:

5.48. Vendor shall supply Agency 24 workstations and printers connected to the inmate telephone system bandwidth at mutually agreed upon locations. Vendor shall refresh the equipment at the beginning of every fourth year (at the end of each three year period). Equipment requirements include:

1. Operating System – Windows 7 Enterprise
2. Flat panel monitor
3. CD/DVD burner
4. Color ink jet printer/scanner

Vendor Response:

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5.49. Upon commencement of installation, Vendor shall reimburse the Agency for three fulltime equivalent positions of Investigator 1 to fulfill the requirements of the operation of the inmate telephone system whose responsibilities will be to monitor the inmate telephone system within the Agency facilities and determine system functionality. The reimbursement for each positions listed above is \$36,624 for a total of \$ 109,872. The vendor shall adjust for salary reimbursement for the above listed positions to keep pace with the Agency granted increases. The vendor shall ensure that the reimbursement to the Agency for the above listed positions is via a separate check from the Agency's commission check or paid as specified by the Agency.

Vendor Response:

5.50. The duties and responsibilities of the above positions shall include:

1. Routine operational checks of the inmate telephone system. All service issues will immediately be reported to the supervisor and Vendor.
2. Check monitoring and recording functionality of systems twice a work day and report findings to the supervisor and Vendor.
3. Generate all on-site reports as requested by Vendor and maintain a copy for Agency's files.
4. Inform vendor when inventory supplies are needed.
5. Extract recording and provide CDs for Agency personnel use in accordance with Agency's policies and procedures
6. Perform preventative maintenance on computer terminals as instructed by Vendor, including normal cleaning and defragmentation of hard drive
7. Alert Vendor to all equipment and service issues that impact Vendor's performance under said Contract
8. Provide training to Agency's staff
9. Provide training to inmates on telephone usage
10. Check Prisons Rape Elimination Act Hotline and Critical Incident Hotline as assigned

Vendor Response:

5.51. Flexible, state of the art technology shall be provided by Vendor to meet all network and system requirements. In addition, web based equipment and software must be provided. Vendor is responsible for repairing and/or replacing all hardware when needed as well as upgrading software every four months.

Vendor Response:

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- 5.52. The inmate telephone system and related peripherals must be new and solely dedicated to Agency. Servers, storage units, and other infrastructure shall not be shared with other clients of Vendor.

Vendor Response:

- 5.53. Inmate telephone system architecture shall be expandable for future growth.

Vendor Response:

- 5.54. Vendor shall provide redundant storage. Redundant storage sites shall be located such that a man made or natural disaster is not likely to compromise both storage sites due to a single event. Vendor shall store all inmate Call Details Records online for the life of the contract. Vendor shall supply all storage media to Agency for the life of the contract.

Vendor Response:

- 5.55. Liquidated Damages: Vendor shall pay Agency liquidated damages in the amount of \$300.00 per each instance when Agency suffers one or more lost, unrecoverable, or unusable recording of a call. Agency agrees to notify Vendor at such occurrence and provide Vendor seven days per instance to produce the call recording. Agency shall invoice Vendor for all liquidated damage charges, to be paid by Vendor within 30 days of date of invoice.

Vendor Response:

- 5.56. Vendor shall supply dedicated network circuits for which Agency users can access CDRs. Access on shared bandwidth is not allowed. Vendor shall detail the network architecture, with particular emphasis on the dedicated bandwidth available at each site and the dedicated bandwidth available to access CDRs, both onsite and remotely.

Vendor Response:

- 5.57 Vendor shall describe its process for unblocking a telephone number that was restricted due to non-payment, including the timeframe to remove the restriction after payment is received.

Vendor Response:

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5.58. The Vendors shall allow collect calling, with a minimum \$100.00 monthly limit on non-delinquent accounts, to called parties. Vendor may establish direct or third party collect call billings. Vendor shall supply an alternative billing option for called parties who are categorized as unbillable by the service carrier.

Vendor Response:

5.59. Alternative payment or account setup methods such as enhanced SMS programs are not allowed. Regardless of billing methods, all calls must be charged at the rates outlined on the successful vendor's bid.

Vendor Response:

5.60. Prepaid Collect accounts must include various payment options such as, credit card; electronic check; Western Union. Vendor shall describe available payment methods, timelines to post payments and timelines to allow calls to process. Prepaid Collect accounts may only be set up via live customer service representative on telephone or a secure online site. Account setup via Interactive Voice Response (IVR) is not allowed. Replenishment of minutes via IVR is allowed. No minimum funding is allowed for Prepaid Collect.

Vendor Response:

5.61. Vendor shall process all refund requests within a reasonable timeframe at no charge to the account holder. Vendor shall describe its refund process, including timeframe for account holder to receive refund.

Vendor Response:

5.62. Account expiration or dormant funds policies are not allowed.

Vendor Response:

5.63. Vendor's system must provide live customer service via a toll free number on a 24/7/365 basis. Live operator must be easily reached within a maximum of one minute without lengthy or complicated "press throughs".

Vendor Response:

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5.64. Vendor shall have call centers located in the Continental United States. Vendor shall provide a list of all call centers and locations providing end-user customer service.

Vendor Response:

5.65. Once connected to live operator, assistance must be consistently maintained at a maximum of 90 seconds. Agency reserves the right to request daily reports to ensure compliance.

Vendor Response:

5.66. Vendor shall propose a single flat postalized rate, including all rate types, per minute calling rate (with no surcharge). A discount should be proposed for prepaid and debit calling. The Agency does not currently provide debit calling but may choose to do so during this contract.

Vendor Response:

5.67. All billed revenue shall include all completed calls that generate revenue regardless of the call's classification. Commission must be calculated on the total gross billed revenue exclusive of taxes and regulatory fees. No promotional or marketing type calls are allowed. No calls with commission rates that are less than the commission rates on standard prepaid.

Vendor Response:

5.68. All fees, charges or per minute cost of a call must be fully disclosed by the vendor, no other fees or charges will be allowed.

Vendor Response:

5.69. All rate increases mandated by a regulatory entity, will be passed through to the contract by change order, proof of said charges shall be provided by Vendor.

Vendor Response:

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5.70. All requests for change orders must be sent to the Agency Central Office, to the attention of the Contracts Manager.

Vendor Response:

5.71 In the event Agency expands an existing facility or opens a new facility, Vendor shall provide inmate telephone services at the same contract pricing.

Vendor Response:

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By signing below, I certify that I have reviewed this Request for Proposal in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that, to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

(Company)

(Representative Name, Title)

(Contact Phone/Fax Number)

(Date)

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Attachment C: Cost Sheet

Cost information below as detailed in the Request for Proposal and submitted in a separate sealed envelope. Cost should be clearly marked.

WV Division of Corrections
COR61453
Facility Descriptions

ATTACHMENT D

Facility Name	Address	Type	# Inmates	Gender	Comments
Anthony Correctional Center	HC 70, Box N-1 White Sulphur Springs, 24986	Minimum - Youthful Offender	220	M/F	
Beckley Correctional Center	111 S. Eisenhower Drive Beckley, 25801	Minimum/Work Release	137	M/F	59 RSAT Inmates/78 Work Release Inmates
Charleston Correctional Center	607 Brooks Street Charleston, WV 25301	Minimum	66	F	Combination Correctional Center/Work Release. Currently a Work Release with 66 inmates. New Center to open January 2015. Vendor will move phone system to new building when completed
Denmar Correctional Center	HC 64, Box 125 Hillsboro, 24946	Medium	216	Male	
Huttonsville Correctional Center	US Rt. 250 South Huttonsville, 26273	Maximum	1136	Male	
Work Camp - Huttonsville	US Rt. 250 South Huttonsville, 26273	Minimum	48	Male	Work Camp on prison property - Outside of Fence
Huntington Work Release Center	1236 Fifth Avenue Huntington, WV 25701	Work Release	66	M/F	
Lakin Correctional Center	11264 Ohio River Road West Columbia, 25287	Multi-Security	455	Female	
Martinsburg Correctional Center	38 Grapevine Road Martinsburg, 25401	Intake/Maximum	120	Male	

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WV Division of Corrections
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Facility Descriptions

ATTACHMENT D

Facility Name	Address	Type	# Inmates	Gender	Comments
Mt. Olive Correctional Complex	1 Mountainside Way Mt. Olive, 25185	Maximum/Medium	1076	Male	
Slayton Work Camp - Mt. Olive	1 Mountainside Way Mt. Olive, 25185	Minimum	50	Male	Work Camp on prison property - Outside of Fence
Northern Correctional Facility	112 Northern Regional Correctional Drive Moundsville, WV 26041	Maximum	253	Male	
Ohio County Correctional Complex	1501 Eoff Street Wheeling, 26003	Community/Minimum	66	Male	
Parkersburg Correctional Center	225 Holiday Hills Drive Parkersburg, 26170	Minimum	30	Male	
Pruntytown Correctional Center	Rt. 4, Box 49A Grafton, 26354	Minimum/Medium	369	Male	
Salem Correctional Center	7 Industrial Blvd. Industrial, WV 26426	Minimum/Medium	400	Male	
St. Mary's Correctional Center	2880 N. Pleasants Highway St. Mary's, 26170	Medium	554	Male	

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If applicable, sign and submit the attached Resident Vendor Preference Certificate with the proposal.

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with **West Virginia Code**, §5A-3-37. (Does not apply to construction contracts). **West Virginia Code**, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. Application is made for 2.5% resident vendor preference for the reason checked:

- ____ Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
 ____ Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
 ____ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,

2. Application is made for 2.5% resident vendor preference for the reason checked:

- ____ Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

3. Application is made for 2.5% resident vendor preference for the reason checked:

- ____ Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

4. Application is made for 5% resident vendor preference for the reason checked:

- ____ Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,

5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:

- ____ Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,

6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:

- ____ Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.

- ____ Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: _____ Signed: _____

Date: _____ Title: _____