

**State of Hawaii
Department of Public Safety
Corrections Division**

PROCUREMENT NOTICE DATE: May 8, 2016

REQUEST FOR PROPOSALS
No. PSD 16-COR-17

SEALED PROPOSALS
FOR AN

INMATE TELEPHONE SYSTEM (ITS)
FOR
CORRECTIONAL FACILITIES STATEWIDE

WILL BE RECEIVED UP TO 2:00 P.M. (HST) ON JUNE 24, 2016 IN THE ADMINISTRATIVE SERVICES OFFICE, 919 ALA MOANA BOULEVARD, ROOM 413, HONOLULU, HAWAII 96814. DIRECT QUESTIONS RELATING TO THIS SOLICITATION IN WRITING TO MARC YAMAMOTO, FACSIMILE (808) 587-1244 OR E-MAIL AT marc.s.yamamoto@hawaii.gov.

Nolan P. Espinda
Director

PSD 16-COR-17

Name of Company

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SECTION ONE

TIMETABLE

1.0 TIMETABLE

The following timetable represents the State's best estimate of the schedule that will be followed. The State reserves the right to change the schedule via addendum. All time is shown as Hawaii Standard Time (HST).

Advertising of Request for Proposals	May 8, 2016
RFP Pre-proposal Meeting	May 16, 2016
Correctional Facility Site Visit	May 17, 2016 TO May 20, 2016
<ul style="list-style-type: none"> > May 17 - Oahu Community Correctional Center: 8:00am-9:00am <li style="padding-left: 40px;">Halawa Correctional Facility: 10:00am-11:00am <li style="padding-left: 40px;">Waiawa Correctional Facility: 1:00pm-2:00pm <li style="padding-left: 40px;">Women's Community Correctional Center: 3:00-4:00pm > May 18 - Maui Community Correctional Center: 8:00-9:00am > May 19 - Hilo Community Correctional Center: 8:00-9:00am <li style="padding-left: 40px;">Kulani Correctional Facility - 10:30 am - 11:30 am > May 20 - Kauai Community Correctional Center: 8:00-9:00am 	
Deadline to Submit Written Questions	
State's Response to Written Questions	
Proposals Due and Opened	
Proposal Evaluations	June 28, 2016 TO June 30, 2016
Discussion with Priority Listed Applicants	July 6, 2016 TO July 9, 2016
Best and Final Offer	July 22, 2016
Estimated Contract Award	August 12, 2016
Commencement Date on the Notice to Proceed	September 1, 2016
Installation Completion	October 31, 2016
Installation Acceptance	November 30, 2016
Contract Start Date	December 1, 2016

SECTION TWO

OVERVIEW and TECHNICAL REQUIREMENTS

2.0 OVERVIEW

The Department of Public Safety (PSD) manages eight correctional facilities statewide, including four prisons and four jails that are in each of the four counties (Honolulu, Hawaii, Kauai, and Maui). The average daily inmate population of the PSD's correctional facilities statewide fluctuates between 3,500 to 4,300 inmates per day dependent on the time of year, with additions, moves, or deletions per day.

Inmate pay telephone systems (ITS) have been designed to provide a monitored method for inmates to safely maintain contact with their family and friends, while at the same time providing tools to the correctional facility staff that permit recording, monitoring, and alerts of inmate telephone activities. The PSD currently utilizes an ITS that does not have any of the capabilities as aforementioned.

The PSD is soliciting proposals for the replacement of its current ITS, and the installation and maintenance of a secure, one-way, outgoing, automated, account paid debit ITS for local, intraLATA, interLATA, international, and telecommunications device for the deaf (TDD) telephone calls at the PSD's eight correctional facilities statewide.

The following are the existing number of inmate pay telephones and the number of additional inmate pay telephones needed per facility.

The following are the four jails managed by the PSD statewide:

<i>Location</i>	<i>Existing</i>	<i>Additional</i>	<i>Total</i>
<i>Hawaii Community Correctional Center 60 Punahale Street Hilo, HI 96720</i>	<i>14</i>	<i>0</i>	<i>14</i>
<i>Hale Nani 3200 Konoelehua Avenue Hilo, HI 96720</i>	<i>4</i>	<i>0</i>	<i>4</i>
<i>Maui Community Correctional Center 600 Waiale Drive Wailuku, HI 96796</i>	<i>19</i>	<i>1</i>	<i>20</i>
<i>Kauai Community Correctional Center 3-5351 Kuhio Highway Lihue, HI 96766</i>	<i>2</i>	<i>4</i>	<i>6</i>
<i>Oahu Community Correctional Center 2199 Kamehameha Highway Honolulu, HI 96819</i>	<i>48</i>	<i>108</i>	<i>156</i>

The following are the four prisons managed by the PSD statewide:

<i>Location</i>	<i>Existing</i>	<i>Additional</i>	<i>Total</i>
<i>Halawa Correctional Facility 99-902 Moanalua Road Aiea, HI 96701</i>	<i>39</i>	<i>0</i>	<i>39</i>
<i>Waiawa Correctional Facility 94-560 Kamehameha Highway Waipahu, HI 96797</i>	<i>15</i>	<i>7</i>	<i>22</i>
<i>Women's Community Correctional Center 42-477 Kalaniana'ole Highway Kailua, HI 96734</i>	<i>17</i>	<i>0</i>	<i>17</i>
<i>Kulani Correctional Facility HC 01 Stainback Highway Hilo, HI 96720</i>	<i>6</i>	<i>4</i>	<i>10</i>
	<hr/>	<hr/>	<hr/>
<i>Total for jails and prisons</i>	<i>164</i>	<i>124</i>	<i>288</i>

Those inmates housed on the mainland are not included in the current count provided in this RFP, as they are housed at the Saguaro Correctional Center at Pinal, Arizona. Other correctional facility locations may be added in the future, and if required or requested, the Vendor shall install and maintain the proposed ITS at any new sites added by the PSD. During the course of the contract period, if a correctional facility is closed or relocated, the Vendor shall retain the contractual services and rights to continue services in the new correctional facility location with minimal interruptions in service. The PSD shall allow the Vendor to move all their cables, wires, equipment, etc. to the new location with minimal requirements as required and approved by the Warden, Chief of Security and other involved agencies.

The PSD seeks the removal of any unnecessary ITS, and the replacement, installation, and maintenance of an updated, state-of-the-art ITS in each correctional facility statewide. PSD seeks an ITS that is fully operational, secure, and reliable.

1. Proposals shall describe its capabilities for the coordination of the removal of any unnecessary ITS with the existing Vendor (if necessary), and the smooth transition from the PSD's current ITS to the new ITS. This transition shall cause minimum service interruptions. New equipment may be installed or legal rights may be acquired to the existing equipment from the current Vendor.
2. Proposals shall include a detailed implementation plan along with specific timeframes to complete the installation plan for each correctional facility statewide. Proposals shall identify any penalties associated with the Vendor not completing the implementation plan in the allowed timeframe.
3. Proposals shall include all qualifications necessary to complete the requirements related to this RFP. Proposals shall detail the thorough knowledge and understanding of the PSD's requirements for the replacement, installation, and maintenance of the ITS.

4. Proposals shall clearly specify the willingness to assume the responsibility for all costs and liability associated with the ITS, including the purchase and installation of telephone equipment, programming equipment, service, maintenance and labor, operation, and training. The proposal shall clearly specify the willingness to assume responsibility and liability for hardware and/or software maintenance upgrades and failures. These upgrades shall be provided automatically. The PSD shall bear no responsibility for any costs pertaining to the ITS. The PSD is looking for a Vendor to propose a “self-funded” system through the commissions or fees.

5. Proposals shall comply with all applicable Federal Communications Commission and State of Hawaii’s Public Utilities Commission rules, regulations, laws, mandates, etc.

At the time of submitting a proposal, each Vendor will be presumed to have read thoroughly and be familiar with the specifications and requirements so that the Vendor fully understands the scope of all limitations, restrictions and coordination of the work. The failure and/or omission of any Vendor to examine the Request for Proposal (RFP) or the existing condition of all the premises will in no way relieve any Vendor from an obligation with respect to their proposal.

2.1 SITE VISIT AND PRE-BID CONFERENCE

2.1.1 SITE VISIT

Contractor are encouraged to attend the following non-mandatory site visits to inspect the existing conditions of each of the facilities. Any questions resulting from these site visits shall be submitted in writing to the procurement specialist listed on the title page and answered through an addendum. Only responses given via an addendum are official.

Contractor interested in attending the site visit(s) shall contact:

Ms. Neichelle-Ann Tui
 Department of Public Safety
 919 Ala Moana Boulevard, Room 401
 Honolulu, Hawaii 96814

Telephone: (808) 587-1258 Facsimile: (808) 587-2568
 e-mail address: neichelle-ann.h.tui@hawaii.gov

with the following information: date of visit, facility or facilities to be visited, name of attendee, date of birth, and social security number. Attendees are reminded that they will be in a Correctional facility and that appropriate business attire shall be worn.

May 17, 2016	Oahu Community Correctional Center:	8:00 am – 9:00 am
	Halawa Correctional Facility:	10:00 am – 11:00 am
	Waiawa Correctional Facility:	1:00 pm – 2:00 pm
	Women’s Community Correctional Center:	3:00 pm – 4:00 pm
May 18, 2016	Maui Community Correctional Center:	8:00 am – 9:00 am
May 19, 2016	Hilo Community Correctional Center:	8:00 am – 9:00 am
	Kulani Correctional Facility	10:30 am – 11:30 am
May 20, 2016	Kauai Community Correctional Center:	8:00 am – 9:00 am

A non-mandatory pre-bid Request for Information (RFI) meeting was held on Monday, May 16, 2016 at 10:00 a.m. (HST) The location will be at the following:

Department of Public Safety
Office of the Director's Conference Room
919 Ala Moana Boulevard
Room 413
Honolulu, Hawaii 96814

2.2 DEFINITIONS AND ACRONYMS

2.2.1 GENERAL

CA	Contract Administrator for the resultant contract shall be the Deputy Director for Corrections or his designated representative.
State	State of Hawaii, Department of Public Safety, 919 Ala Moana Boulevard, Room 413, Honolulu, Hawaii 96814
Bidder	Vendor, Bidder, Vendor Any individual, partnership, firm, corporation, joint venture, or other entity submitting directly or through a duly authorized representative or agent, a bid for the good, service, or construction contemplated.
HOPA	Head of Purchasing Agency – Director of PSD.
HRS	Hawaii Revised Statutes
HAR	Hawaii Administrative Rules
GC	General Conditions for Goods and Services issued by the Department of the Attorney General and available at http://spo.hawaii.gov/wp-content/uploads/2014/02/103D-General-Conditions.pdf
PSD	Department of Public Safety
RFP	Request for Proposals
GET	General Excise Tax

2.2.2 TECHNICAL

ANI	Automatic Number Identification
Billing Services	The process of recording, rating and reporting charges for telecommunications services.
BRI	Basic Rate Interface

Central Office	A local exchange carrier facility that allows subscriber lines to be connected by switching equipment to other subscriber lines, other central offices, network facilities, or to an inter-exchange carrier.
CLEC	Competitive Local Exchange Carrier
Collect Call	An automated operator assisted toll call billed to the called party.
CPCN	Certificate of Public Convenience and Necessity
CPE	Customer Premise Equipment-Telecommunication equipment that is located at a customer premise as opposed to equipment located at the premise of a service provider.
Card Calling	Direct dialed and automated operator assisted calling with charges billed to originator's telephone number.
Digital Signal 0 (DS0)	Digitally encoded data transmitted at a rate of 64Kbps
Digital Signal 1 (DS1)	Digitally encoded data transmitted at a rate of 1.544Mbps and consisting of 24 multiplexed DS0 sub channels
Digital Signal 3 (DS3)	Digitally encoded data transmitted at a rate of 44.736Mbps and consisting of 28 multiplexed DS1 sub channels
Direct Distance Dialing	The automatic establishment of toll calls in response to signals from the dialing device of the originating subscriber.
Directory Assistance	Automated operator assistance with subscriber requests for unknown telephone numbers outside the LATA of the subscriber's calling location.
FCC	Federal Communications Commission
Frame Relay	A connection-oriented data service that routes packets of data over switch or permanent virtual connections.
Hardware Answer Supervision	An electrical signal generated by the LEC at the distant end of a long distance call to indicate positively that the called phone has answered the call. This tells billing equipment to start timing the call.
Inter-exchange Carrier (IXC)	A common carrier that provides services to the public between local exchanges on an Intra or interLATA basis in compliance with FCC regulations.

Interisland (Local) Calls	Toll calls within the State of Hawaii (island to island); also called intraLATA or intrastate calls
InterLATA (Long Distance) Calls	Toll traffic carried between LATAs by authorized inter-exchange carriers.
IntraLATA (Local) Services	Revenues and functions that originate in one LATA and terminate in the same LATA
IP	Internet Protocol
ISDN	Integrated Services Digital Network
ISP	Internet Service Provider
LAN	Local Area Network
LATA	Local Access and Transport Area-The geographical boundaries within which Designated Carriers are permitted to offer toll service.
LEC	Local Exchange Carrier-The local telephone company authorized by the Hawaii Public Utilities Commission to provide service within specific communities.
NXX	A three-digit central office code that is part of the North American Dialing Plan.
Numbering Plan Area (NPA)	A three-digit area code that is part of the North American Dialing Plan.
Operator Assisted Toll Calling	Operator assisted establishment of toll calls in response to verbal instructions given by the subscriber.
PEG Count	Call attempts that are counted by the switch or other monitoring equipment
Person-to-Person	Operator assisted toll call placed to a specific individual rather than a called location. If the specific individual is not available to take the call, no conversation or billing occurs.
PIC	Primary Inter-exchange Carrier
POP	Point Of Presence-The physical location within a LATA where inter-exchange carriers connect their facilities to those of the local exchange carrier.
PSTN	Public Switched Telephone Network

PUC	Hawaii Public Utilities Commission
Rural	Area not in a standard metropolitan statistical area
Signaling System 7 (SS7)	An internationally standardized common channel signaling method in which a single channel conveys messages relating to multiple calls, circuits and network management.
SMDR (Station Message)	A method of recording customer specific billing
Detail Recording	Information that normally includes the identity of the calling station, the called location, time of day, exchange carrier identity and call duration.
Third Number Billing	Billing of an operator assisted toll call to a station other than the originating or terminating location.
Traffic Study	Study that measures the efficiency and effectiveness of network performance.

2.3 TECHNICAL REQUIREMENTS

I. Inmate Services

Due to the unique nature of correctional facilities, specific types and services of ITS are required.

A. Instruments/Equipment

The PSD requires high standards for the security and durability of telephone station instruments/equipment for inmates. Any ITS proposed in response to this RFP must provide details that shall include, but not be limited to, the system design, technical specifications, software applications, and hardware architecture. Any ITS must describe the instruments/equipment (i.e. furnishings, desks, computers, pagers, printers, facsimile machines, system forms, cable, power lines, electrical hookups, cutoff keys for each telephone with control in each correctional facility) it will provide, and how it will provide the following services at minimum:

1. Be operational twenty-four (24) hours a day, 365 days a year without the need for PSD personnel intervention.
2. Be a sturdy, vandal resistant, steel armored, constructed with no removable parts including ear and mouthpieces, and composed of durable, tamper-free equipment suitable for a jail/prison environment. The inmate telephones shall not have exposed screws, bolts, metal, other hard-substance fasteners, or any other material that can be removed from the telephone without a special security removal device.
3. Telephone station equipment shall be powered by the telephone line, and require no additional power source.
4. Shall install the quantity of telephones requested by the PSD.

5. Shall provide a sufficient number of trunk lines to the ITS to prevent inmates from receiving busy signals not more than 1% of the time during the busiest hours
6. Shall provide telephone reception quality at least equal to the quality offered to the general public and shall meet telecommunication industry standards for service quality.
7. Shall have an “amplified” or volume controlled sort of telephone sets.
8. Shall provide hand-held or portable phones as requested by the PSD.
9. Shall meet all requirements of the Americans with Disabilities Act (ADA). Special telephones for those inmates with disabilities shall be provided with the ITS at no charge to the PSD.

B. Inmate Calling Services

The PSD seeks the replacement of its current ITS, and the installation and maintenance of a secure, one-way, outgoing, automated, account paid ITS for local, intraLATA, interLATA, international, and TDD telephone calls at the PSD’s eight correctional facilities statewide. Any ITS proposed in response to this RFP must provide details that shall include, but not be limited to, the system design, technical specifications, software applications, and hardware architecture. Any ITS proposed must describe how it will provide the following services as a minimum:

1. All calls shall be delivered to the called party as account paid telephone call for local/intraLATA, long distance/interLATA, international, and TDD calls. Person-to-person or direct-dialed calls of any type will be prohibited.
2. Shall provide outgoing service only. No incoming calls will be permitted to the ITS.
3. Shall supply, load, and maintain a centralized database for authorized/designated PSD staff to obtain validation for each call placed; Shall ensure that no loss of information occurs during cutover. *Proposal must include documentation of the plan to build, update, and access the centralized database.*
4. Shall have a list of telephone numbers that the inmate is permitted to call, also known as a personal allowed numbers (PANs). *Proposal shall describe the validation process (i.e. validation completed within one second or less, termination of unapproved telephone numbers, capability of providing a distinctive tone indicating an unauthorized telephone number was dialed, alert process to a specific workstation or telephone).*
5. Shall have a user-friendly (i.e. Window-based) method to update and otherwise change the called number lists, authorization codes, and other database information. The ITS shall allow off-premise staff to manage the system.
6. Shall have the option for multilingual (i.e. Japanese, Samoan, Micronesian, Tagalog, Ilocano) voice prompts, and shall have the option to process calls on a selective multilingual basis. The inmate must be able to easily select the preferred language in which they will hear the prompts. If requested by the PSD, written dialing multilingual

instructions shall be permanently and prominently displayed on /near each inmate telephone. *Proposal must describe how these multilingual prompts work and what languages are available.*

7. Shall offer the called party, an option to receive a rate quote during the call set-up.
8. Shall be directed through an automated operator. Absolutely no access to a "live" operator will be allowed.
9. Shall be capable of call acceptance by the called party (i.e. accomplished by pressing a specified key). *Proposals shall specify the options for call acceptance (i.e. voice affirmation).*
10. Shall be able to recognize when a call is accepted or encounters a busy signal, no answer, facsimile/modem, answering machine, special information tone, or telephone company intercept recordings.
11. Shall provide a pre-recorded announcement identifying that the call is from a specific inmate at the specified correctional facility, and shall clearly identify an account paid call to the called party.
12. Shall enable a recorded announcement that will be heard by the called party.
 - a. The recorded announcement shall state for example, "This call may be monitored and recorded." The recording shall repeat (#) times. The PSD will approve the recorded announcement and the # of times the recording is repeated.
 - b. If the called party does not accept the call within that time, the call shall be disconnected without charges.
 - c. Charges for the call may only begin at the moment the called party positively accepts the call.
13. Shall prevent an inmate from hearing or being heard by the called party, until the called party has positively accepted the account paid call.
14. Shall play a recording to explain to the inmate the reason why the call was not connected to the called party **Proposal shall include a list of the available recordings.*
15. Shall limit the inmate to a single call request, and require the inmate to hang-up in order to initiate another call.
16. Shall have the ability to block/restrict the inmate's access to specific phone numbers, area codes, prefixes, voicemail boxes, automated attendants (i.e. Police), 411, 800, 900, 911, 950, or other numbers restricted by the PSD, per telephone, per housing unit, per correctional facility, per inmate, per time/date, per duration, per system basis, while still permitting legal calls.

The ITS shall alert the designated PSD staff that a particular inmate is making a call or “watched” destination number is being called. If requested, the number blocking shall be the full responsibility of the Vendor from a remote or on-site location, without intervention by facility staff. *Proposal shall include the capabilities as well as limitations of the ITS to block numbers, procedures by which facility staff will inform the Vendor of blocked number requests, indicate the time required to implement a block, and the process for completing those calls that would normally be blocked due to controlling LEC (CLEC) issues.*

17. Shall provide free and account paid local and long distance unrecorded privileged/ legal calls as determined by the PSD. Shall provide the direct dial option for inmates to make privileged/legal calls. Privileged Correspondence – Mail, incoming and outgoing, between an inmate and his/her attorney.
 - a. Shall provide the option of only one database for all PSD jail and prison legal and blocked telephone numbers.
 - b. Shall be capable of accepting additions, deletions, and changes through a single manual entry or by downloading a large amount of data at one time with a historical audit trail.
 - c. Shall provide a pre-recorded announcement that identifies the legal call is coming from a specific inmate at the specified correctional facility.
 - d. Shall be capable of immediately (i.e. within 2 hours of discovery) notifying the PSD, of any legal telephone calls recorded in error.
 - e. Shall provide a notation in the call detail record that indicates the listening block.
 - f. Shall be capable of allowing entries of the name associated with the legal telephone number and multiple sources (i.e. Yellow Pages, Inmate, etc.) for audit purposes.
18. Shall be capable of automated call time control (turning the phones on and off at preset times), by facility, by PSD designee.
19. Shall provide for flexible timing restriction per inmate, per month, per correctional facility. Flexible timing restrictions shall be determined by the Warden assigned to the specific correctional facility, and will ultimately be approved by the Institutions Division Administrator.
 - a. Capable of adjusting pre-set call duration limits through software at the request of the PSD.
 - b. Duration limits may vary according to the correctional facility, type of call, or temporary restriction.
 - c. Provide a warning tone at two minutes and again at one minute before automatic call termination shall be provided. The call durations should have the ability to be set (i.e. 15 minutes on account paid local, long distance, and legal calls).

20. Shall have a fraud prevention feature that randomly interjects pre-recorded announcements throughout the duration of the call.
21. Shall assume all responsibilities for the cost and the accuracy of validation and for fraud and uncollectible account paid call. *The PSD will bear no responsibility for fraudulent calls placed from any correctional facility nor will the PSD bear any responsibility for theft or vandalism of inmate telephones or related equipment. The PSD will bear no costs associated with theft, fraud or vandalism, nor will any such costs be deducted from revenues on which the commissions are due to the PSD. The Vendor must assume all responsibility for theft, fraud or vandalism.*
22. Shall be able to shutdown the ITS by cut-off switches at several locations including, but not limited to:
 - a. Total facility telephones
 - b. Housing units
 - c. Individual phones
23. Upon detection of three-way call (i.e. call forwarding and conference calls, etc.), shall have the capability to terminate the call or flag the call for follow-up. *Proposal shall be specific in describing how this will be done.*
24. Shall be capable of generating the following reports for the specified correctional facility, at the request (i.e. daily, weekly, monthly, yearly, or real time basis) of the PSD:
 - a. Financial Reports
 - List of account paid call activity for a date/time range
 - List of all financial transactions for a particular inmate (account), for a designated time period
 - Debit transaction totals for entire system for a date range
 - Revenue bearing calling activity for each station, over a designated period
 - b. Inmate Reports
 - A report for a new inmate showing name, identification, PIN, personal allowed number (PAN) with name and relationship
 - A similar report for designated PSD staff, showing each inmate's account, active status, PIN, PAN, and the like
 - For a specific number: checks why the inmate is unable to make a call, such as invalid number, inactive status of inmate ID, station privilege, valid number on inmate's calling list, blocks in system or in network
 - c. Maintenance Reports
 - Provides the city and state for a particular number planning area (NPA)-NXX
 - Provides the state for a particular NPA
 - Provides a list of area codes and exchanges for a designated calling area

- List of all call attempts to invalid area codes
- Shows by hour, number of calls attempted, the number of calls blocked by traffic, and the percentage blocked
- Count for all call activity by trunk ID
- Station Usage report in stacked bar format

d. Investigative Reports

- List of calls made that are alerted by inmate calling, for a designated time period
- List of calls made that are alerted by telephone number, for a designated time period
- List of alerts that have been set up
- List of all telephone numbers in the system, with the blocking, charge, and recording status for each number, and the inmates allowed to call that number
- List of numbers on the allowed list of one inmate, or all inmates. Includes all the parameters for that number (do not record, free, and the like)
- List of numbers on the allowed list of more than one inmate
- List of inmates that are allowed to call a particular number
- List of inmates who have called a particular number during a designated period
- List of numbers called by more than one inmate during a designated period
- List of all telephone numbers blocked by the facility
- List of all telephone numbers that are blocked in all facilities of the agency
- List of completed calls made by an inmate over a designated time period
- List of calls attempted with an invalid PIN for a particular correctional facility
- Chronological list of all call attempts over a designated period (all call records)
- List of station privileges for one inmate or all inmate
- List of inmates with telephone accounts suspended
- List of all calls made where extra dialed digits were detected
- List of all inmates at a facility
- List of all transactions for an inmate over a designated period, including calls attempted and completed, financial transactions, and changes to the inmate's telephone account
- List of inmate accounts transferred in or out of a specific facility during a designated period
- List of all inmate telephone accounts added during a designated period
- List of all inmates who have made more than a specified number of calls during a specified time period—Number of calls and time period specified by the authorized/designated PSD staff
- List of all inmates that have made calls totaling in excess of a specified number of minutes during a specified time period—Number of minutes and time period specified by the authorized/designated PSD staff
- List of telephone numbers called more than a specified number of times over a specified period (time period and call frequency specified by the authorized/designated PSD staff)
- List of inmates released and removed from the ITS
- List of all calls made to a particular telephone number
- List of all toll-free numbers called by inmates

- List of all call attempts where a 3-way call attempt was detected
25. Shall provide services with capability to print call detail reports directly from the search screen. After selecting the required parameters, ITS shall have the capability to provide a return list of calls matching the criteria that can be printed in a report format. ITS shall also have the capability to produce call count reports, daily reports as well as frequency reports based on any of the criteria detailed above for monitoring reports or any parameters as defined by the PSD.
 26. Security shall be maintained by a multi-level password system based on user access requirements. The system shall allow users to be assigned pre-set security levels, or allow the flexibility to assign individual access permissions based upon specific job requirements. These permissions shall include, but not be limited to, access to inmate accounts, monitoring, call searching, etc. Those users with the administrator level password must have the ability to set user access parameters for other users according to security requirements.
 27. Shall also provide the capability to customize reports in a form mutually agreed upon by the PSD.
 28. Call detail records shall be stored in at least two locations to avoid the possibility of call detail records being lost. *Proposal shall specify how long call detail records will be accessible online.*
 29. Shall have customer service features that allow inmates to report problems with calls or the system. The system will have a historical audit trail of reported problems with calls or the system.
 30. Shall have a toll-free communications line/link to each correctional facility with a customer service feature that allows inmates to report problems (See #29) and to provide remote programming, diagnostics and troubleshooting (See #31.).
 31. Shall have the ability to perform remote programming, diagnostics, and troubleshooting. Remote visual alarms shall be provided.
 32. ITS shall be transmission control protocol/internet protocol (TCP)/(IP) compatible, and allow multiple operators simultaneous access while maintaining adequate security to prevent unauthorized use and access.
 33. Shall provide accommodations necessary to comply with Americans with Disabilities Act (ADA) requirements, including, but not limited to providing telephones which are accessible to persons in wheelchairs and providing systems that are compatible with TDD. At PSD's request, portable TDD machines shall be provided at no cost to the PSD.
 34. Shall specify when inmates will be able to make calls (i.e. within 24 hours of notification by the PSD of inmate's housing assignment)
 35. Shall have the option for a biometrics identification system (i.e. fingerprint, voice recognition, etc.) *Proposals shall specify the type of identification system it can provide.*

36. Shall have the option for a debit application. *Proposals shall specify (i.e. allow for prepayment to a specific inmate's account, provide the inmate with the balance of their debit account at the time of the call) the kind of commissary system it can interface with for the ease of transfer of money from the commissary account to an inmate ITS account. At present, PSD does not have an external commissary system (no Vendor).*
37. Shall have the option for a PIN application that may or may not be implemented by the PSD. The PIN is a required inmate authorization code, unique to each inmate to be associated with each called telephone number list.
- a. PIN application shall work with the ITS using all the features and functionalities described herein
 - b. ITS shall have the capability to provide account paid or debit station-to-station calling utilizing a PIN
 - c. ITS shall permit "Allow Lists" associated with each PIN. These "Allow Lists" shall be able to store a set quantity of allowed telephone numbers for each inmate
 - d. ITS shall be capable, upon request by the PSD, to provide specific information for tracking inmate calling activities and calling patterns by individual telephone numbers. The following reports shall be available for monitoring purposes:
 - Authorized call lists by PIN or identifying numbers
 - Calls by PIN or identifying number
 - e. ITS shall have the capability to generate PINs for inmates through the inmate telephones by randomly generating a number unique to the inmate
 - f. If requested by the PSD, the ITS shall interface with the booking system so that the inmate PIN will be automatically transferred to the ITS. PSD shall not be responsible for entering PIN numbers into the ITS when new inmates are added.

PSD's current booking system is an Oracle based system. The system is maintained by PSD's Information Technology Services Section. Questions regarding the booking system as it relates to the Inmate Pay Telephone System should be in writing and directed to Mr. Marc Yamamoto, PSD Procurement Specialist, at psd.bids@hawaii.gov.

- g. PIN numbers shall be stored in a database that is accessible to authorized/designated PSD staff, depending upon the user's password level
- h. ITS shall include, at a minimum, an alert system that will detect and prohibit an attempted call made to a restricted number, and attempted call using a restricted PIN, or an attempted call made from a restricted telephone.
- i. Shall provide detailed information on its capability to disable individual PINs in the ITS (i.e. PINs of released inmates from the PSD shall be deactivated from the ability to place calls within 24 hours of notification by the PSD, notifications shall be in

electronic form, changes/updates shall be completed within 24 hours of notification)

37. ITS shall require Prison Rape Elimination Act (PREA) compliance. Free calls to the State of Hawaii Ombudsman, and the Sex Abuse Treatment Center (SATC).

C. Monitoring and Recording Requirements

The proposed ITS must provide for digital recording. Proposals shall include information about the make(s) and model(s) of the proposed inmate monitoring device(s), and describe how it will provide the following services as a minimum:

1. Shall comprehensively record all calls. The ITS shall provide a fully integrated recording component for use in recording inmate telephone calls. Inmate telephone administration, conversation monitoring, and conversation recording and playback should all be available from the IT workstation at the facilities.
2. The recorded conversations stored in the ITS must provide security measures to ensure that they have not been tampered with. This security must extend even to recordings that have been transferred to external CD, DVD medium, or transmission by email. The transferred record must include the call record detail (time and date of the call, PIN number, destination number, etc.) of the recorded conversation. *Proposal shall include the level of willingness to provide expert testimony regarding security of the call recordings if required.*
3. Shall utilize hard disk drive arrays for long and short-term storage.
4. Shall utilize self-contained, internal data storage. *Proposal shall specify its capabilities of being stored online for (#) years and its ability to retrieve both conversational recordings and call detail reports for (#) additional years beyond that (#) years online.*
5. Shall allow authorized/designated PSD staff to “lock” call recordings to ensure calls will not be deleted even after the normal online storage period has passed. The call recordings shall remain available online until unlocked.
6. Shall be capable of permitting full monitoring and recording of all calls made from any telephone within the correctional facilities unless there are restrictions that prohibit the recording and monitoring of certain calls such as attorney-client restrictions. The ITS shall have the capability to exclude those calls.
7. Shall be capable of attaching a note to any call record to include information such as case number or other investigative data. This note shall be a permanent part of the call detail record and have the capability to be saved to disk and used in word processing programs like Microsoft Word. Also, the ITS shall have the capability to conduct searches on the information contained within the notes (i.e. case number, inmate name, etc.)

8. Shall record the method in which the call was accepted, denied, or terminated. This information shall be contained within the call detail records, and be included in call detail reports.
9. Shall be capable of showing real time call activity. This activity shall be detailed by date of call, start time of call, stop time of call, originating telephone station number and called number. The ITS shall allow the authorized/designated PSD staff to search for calls completed and recorded during a specific time period, originating telephone station number, called number, or calls made by phones assigned to a certain group.
10. Shall accommodate the number of inmate lines in each correctional facility with expansion capability.
11. Shall have the capability of automatically calling and alerting the authorized/designated PSD staff, and offering live monitoring of calls. The ITS shall allow for live monitoring of calls in real time, without any interference to existing recording operation. This feature should be available locally over the workstation speakers, as well as remotely to a telephone number specifically designated by the system administrator. Monitoring shall not be detectable by the callers and the system should be able to allow multiple endpoints to monitor ongoing conversations.
12. All recordings and call data from every site shall be available online via the ITS workstation interface so that system wide investigations may be performed from a central location.
13. Shall allow for setting up "hot" PINs or "hot" destination numbers. When the ITS detects that a call is being made using any of the preprogrammed PINs or destination numbers, the ITS shall automatically call the authorized/designated PSD staff. When personnel receive an alert call from the ITS, they should be prompted for a security code, and then immediately be able to monitor calls in progress. The recipient should be undetected by the inmate or called party.
14. Shall provide for simultaneous playback of recorded calls and continuous recording of live conversations. It is mandatory that the playback of any selected channel be accomplished while continuing to record all input channels. The ITS must provide facility personnel with the ability to search for recorded calls by individual PIN, specific date and time criteria, individual destination numbers, individual inmate telephones, or a group of inmate telephones.
15. Shall provide for continuous online diagnostics and continuous supervision, as well as local remote offline system control access for advanced programming and diagnostics. Access to the built-in advanced diagnostics and program control shall be accessible via modem by service center personnel and shall provide failure reports, service history, and other diagnostics.

16. Shall have the capability to copy the conversations onto a CD, DVD, email, or other electronic medium for transport and replay on any computer with audio capabilities.
17. Shall describe how alarms and printed information will be provided.
18. Shall provide an uninterrupted power supply source to ensure there is no loss of recordings or real time call data in the event of a power failure.
19. Shall provide the PSD with requested workstations, working real-time with the ITS for such monitoring, recording, and reporting. The workstations shall include a CD/DVD burner with tamper free capabilities. Shall provide the PSD a storage device that is located with the recording equipment in the area designated by the PSD. The storage device shall produce transfer recordings with virtually no loss in quality and shall be capable of placing an audio time and date stamp within the recording. The storage device shall have a monitor amplifier and speaker so that the authorized/designated PSD staff may confirm accurate transfers of the recorded information. *Proposals that seek to provide remote access to the ITS from other computers using an internet/web-based system should provide a detailed explanation of how this would be accomplished. The media provided shall become the property of the PSD.*
20. Shall allow the PSD to provide a separate centrally located operating hard-drive to serve as a backup in the event of equipment failure. The PSD assumes responsibility for the maintenance/repairs of the backup server(s)

II. Point of Contact

- A. Provide names and resumes of individual staff members, consultants, and subcontractors who will be involved in providing these services, including the key contact person for this project. Proposal shall include the years of service, qualifications, address, and telephone numbers.
- B. Describe the method of reporting repair problems and response times for providing services for the correctional facilities. Proposal shall detail the ability to handle an emergency and provide an escalation plan.
- C. Shall have personnel to handle end user requests. Describe procedures for handling customer complaints, refund requests, and blocking of requested telephone numbers. Shall advise on who will provide these services.

III. Initial and Ongoing Installations

- A. Proposal shall include a detailed schedule for the ordering, installation, acceptance testing, cutover, and training of PSD personnel for the proposed ITS. Proposals shall specify the length of time (e.g. 120 days) to complete the installation, upon the commencement date on the Notice to Proceed.

- B. Shall agree to obtain PSD's written permission before proceeding with any work that requires cutting into or through girders, beams, concrete or tile floors, partitions or ceilings, or any work that may impair fireproofing or moisture proofing, or potentially cause any structural damage. The PSD does not anticipate that such work will be required for the initial installation of the ITS.
- C. Shall agree to assume responsibility for all installation of equipment in accordance with the specifications contained in the manufacturer's installation instructions.
- D. Use of existing or in-place conduit, raceways, cable ways, cable, inside wiring, telephone set mountings, switches, terminal boxes, and terminals within the correctional facilities are at the risk of the awarded recipient of the contract. No exposed wiring will be permitted. Ownership of any wiring or conduit placed under this Contract becomes PSD's property upon termination and/or expiration of this Contract.

The conduit placement will be contingent upon the approval of the facility staff. Contractor's placement of any conduit shall meet all building codes, comply with prison security concerns and provide applicable "as-built" drawings to the facility and PSD's Administrative Services Office. Security concerns may lead to disapproving the use of conduit in certain areas of the institution.

- E. Shall agree that if any cabling work is required as part of any installation, all new cables shall be used and marked clearly and legibly at both ends, and must meet all applicable Electronic Industries Alliance (EIA)/Telecommunications Industry Association (TIA) wiring standards for commercial buildings.
- F. Shall install additional telephones and monitoring and recording equipment as needed at no cost to the PSD. This includes expansion to the existing facilities and any newly constructed correctional facilities. This shall be done throughout the Contract period and all subsequent renewal periods.
- G. Shall provide and install adequate surge and lightening protection equipment on all lines used for the ITS. Any electrical work must be coordinated through the PSD's administrative department. *Proposals shall indicate the willingness to use the PSD's list of contracted Contractor for the completion of this type of work if the PSD requests,*
- H. Installation of all telephones and related equipment shall be accomplished during normal business hours at each correctional facility, or as directed by the PSD's Administrator or facility's Warden
- I. Shall clean up and remove all debris and packaging material resulting from work performed
- J. Shall restore to original condition any damage to the PSD's property caused by maintenance or installation personnel, including repairs to walls, ceilings, etc.
- K. Shall agree to install, repair, and maintain all provided equipment and lines at no cost to the PSD. All provided equipment, installation, maintenance and repair costs, as well as all costs or losses due to vandalism, shall be the total responsibility of the Vendor

- L. Upon completion of initial installation and ongoing installations, the Vendor shall provide the PSD with a list of station ID numbers, serial numbers, and locations of each unit.
- M. Shall indicate the physical size of any controlling equipment to be installed at the PSD.
- N. Shall indicate any environmental conditions required for the proposed controlling equipment; Shall provide a list of the space, environmental and electrical power requirements for the ITS and associated equipment.
- O. Shall define in detail its intention to subcontract any aspect of the installation, operation, service and maintenance of the ITS.

IV. Training

Vendor shall provide all pertinent staff of the PSD, adequate training and training materials to successfully operate (i.e. monitor audio recordings of all non-legal calls) the ITS.

- A. The Vendor shall provide training to the PSD's staff at the location where the equipment is installed. Additional training shall be provided to new staff assigned during the Contract period at no cost to the PSD.
- B. The Vendor shall make informational pamphlets available for inmates relative to the applicable features and functionalities of the ITS, when requested by the PSD.

V. Transition

The Vendor shall work with the PSD, its authorized/designated staff, and the incumbent ITS provider to ensure an orderly transition of services and responsibilities under the Contract, and to ensure the continuity of the services required by the PSD.

Upon expiration, termination, or cancellation of the Contract, the Vendor shall cooperate in an orderly transfer of responsibility and/or the continuity of the services required under the terms of the Contract to an organization or company designated by the PSD. The Vendor shall perform all of the following responsibilities:

- A. Call records, documentation, reports, data, etc., contained in the ITS shall become the property of the PSD.
- B. Shall discontinue providing service or accepting new assignments under the terms of the Contract, on the date specified by the PSD. Shall agree to continue providing all of the services in accordance with the terms and conditions, requirements, and specifications of the Contract for a period not to exceed 90 calendar days after the expiration, termination, or cancellation date.
- C. All ITS wiring shall become the property of the PSD at the conclusion of the Contract. The Vendor shall agree to remove its equipment at the conclusion of the Contract, in a manner that will allow the reuse of the wiring.

VI. General Maintenance

- A. The Vendor shall provide the necessary labor, parts, materials, and transportation to maintain all proposed telephones in good working order and in compliance with the equipment manufacturer's specifications throughout the life of the Contract. No charge shall be made to the PSD for the maintenance of the ITS.
- B. The Vendor shall be responsible for supplying all backup tapes/disks for the storage of calls at no cost to the PSD.
- C. The Vendor shall maintain all cable related to the ITS, whether reused or newly installed.
- D. Technical support must be provided twenty-four (24) hours a day, 365 days a year. The Vendor shall respond and repair requests from the PSD's authorized/designated staff by promptly arriving within eight (8) business hours for a regular repair and within six (6) clock hours for an emergency repair at the site upon official notification, on a twenty-four (24) hours a day, 365 days a year.

The Vendor shall complete all repairs within eight (8) business hours, unless an exception has been approved by the Department.

- E. Either party shall report to the other party any misuse, destruction, damage, vandalism, liability, etc. to the ITS. Vendor shall assume liability for any and all such damages. In addition, the Vendor shall ensure that all inmate telephones are operable and maintained at an acceptable level.
 - 1. All operational maintenance will be coordinated with the contracting officer and the PSD, but be provided by the Vendor. Each case of trouble reported to the Vendor for action will be researched as to the cause and documented in the trouble logbook along with the action that resolved the trouble. A notation stating only that the problem was resolved is not acceptable. The trouble logbook shall remain at a PSD specified location
 - 2. The Vendor will perform system checks and preventative maintenance on a monthly basis to ensure the system is operating at optimum efficiency and performance. A system check and preventative maintenance logbook, that includes the findings & action taken, will be maintained by the Vendor and remain at a PSD-specified location.
 - 3. The Vendor will maintain a history report of each system change to include: date and time change, facilities affected, change implemented, testing completed and the date of acceptance of the change by the PSD authorized/designated staff. A copy of the history report will be given to the PSD.

VIII. Rates and Billing Procedures

The Vendor shall state its preferred method of bidding and provide a sample bid sheet.

Failure to comply with the Contract may result in a monetary fine for each day after the stated "grace" period, until the Contractor is in compliance. Proposals shall identify any penalties associated with the Contractor's non compliance.

IX. Financial

The components of account paid inmate telephone service outlined in this RFP may have varying financial benefits generating capabilities for different Contractor. Proposals shall include information about any financial benefits.

PSD will need about \$200,000 in funds from the account paid inmate telephones in order to cover the costs related to the Hawaii Statewide Automated Victim Information and Notification system (Act 190 http://www.capitol.hawaii.gov/session2012/bills/HB2226_CD1_.htm).

SECTION THREE

PROPOSAL FORMAT AND CONTENT

3.0 INTRODUCTION

One of the objectives of this RFP is to make proposals preparation easy and efficient, while providing an ample opportunity to highlight the proposal. The evaluation process must also be manageable and effective. When a proposal is submitted, it shall be considered a complete plan for accomplishing the tasks described in this RFP and any supplemental tasks identified as necessary to successfully complete the obligations outlined in this RFP. The proposal shall describe in detail the ability and availability of services to meet the goals and objectives of this RFP as stated in

Proposals must include the following:

1. Include a transmittal letter to confirm that the Applicant shall comply with the requirements, provisions, terms, and conditions specified in this RFP.
2. Include signed Offer Form OF-1 with the complete name and address of Applicant's firm and the name, mailing address, telephone number, and fax number of the person the State should contact regarding the Applicant's proposal.
3. If subContractor(s) will be used, append a statement to the transmittal letter from each subContractor, signed by an individual authorized to legally bind the subContractor and stating:
 - a. The general scope of work to be performed by the subContractor;
 - b. The subContractor's willingness to perform for the indicated.

The proposal will be evaluated on the information submitted including the qualifications of both the bidder and its subcontractor(s).

4. Provide all of the information requested in this RFP in the order specified.
5. Be organized into sections, following the exact format using all titles, subtitles, and numbering, with tabs separating each section described below. Each section must be addressed individually and pages must be numbered.
 - a. Transmittal Letter
See Section Six, Attachment 1, Offer Form OF-1.
 - b. Experience and Capabilities. *Refer to 3.1.*
 - 1) Client listing.
 - 2) Number of years in business.
 - 3) Listing of key personnel and associated resumes for those who will be dedicated to this contract.
 - 4) Listing of references.

- 5) Summary listing of judgments or pending lawsuits or legal actions.
 - 6) Samples of projects similar to those described in this RFP.
- c. Proposal including an overall strategy, timeline and plan. *Refer to 3.2.*
 - d. Pricing. *Refer to 3.3.*
See Section Six, Attachment 2, Offer Form OF-2.
 - e. Exceptions. *Refer to 3.4.*

3.1 EXPERIENCE AND CAPABILITIES

Proposals shall include information about the experience and capabilities to replace, install, and maintain an ITS as listed in the RFP, and will provide the following as a minimum:

- (1) Shall provide a list, complete with addresses, phone numbers and primary contact person, of all correctional facilities that have successfully operated an ITS from the Contractor, within the past five (5) years. Include a general description each operation.
- (2) Shall provide a list of the names, titles, and responsibilities of the key personnel who will be involved in this project.
- (3) Shall provide a step-by-step process, in the form of a schedule, for the implementation of the ITS at the PSD's correctional facilities statewide.
- (4) Shall provide a certified financial statement.
- (5) Shall list any experiences in the past seven (7) years when the Contractor, or a related company, partners, or officers of the Contractor experienced delays to complete a contract; shall list any judgments or pending lawsuits or actions against the Contractor or related company, partners, or officers in the past seven (7) years; Shall list any adverse contract actions, including termination(s), suspension, imposition of penalties, patent or licensing infringement claims, or other actions relating to failure to perform or deficiencies in fulfilling contractual obligations by the Contractor in the past seven (7) years. If none, so state.
- (6) Shall provide documentation that the Contractor has satisfied all State and Federal requirements to provide inmate phone service.
- (7) Shall provide copies and detailed explanations of all informal and formal complaints or proceedings involving the Contractor and the FCC and all Public Service Commissions in the states where the Contractor is conducting business.

Contractor must be licensed by the Federal Communications Commission as a common carrier on a nationwide basis and possess all other State and Federal licenses required of a common carrier of interLATA, interstate and international telecommunications services. Furthermore, by submitting a proposal for the requested service, the bidder hereby certifies that it or its carrier is currently in compliance with all FCC and PUC rules and regulations for long distance telephone service. Any failure on the part of the Contractor or its carrier to continue such compliance shall be cause for

termination of the contract. Bidder must submit a copy of Hawaii PUC Certificate of Public Convenience and Necessity with their Technical Proposal.

Contractor shall comply and must meet all requirements listed in Section 3, Technical Requirements.

3.2 PROPOSAL, STRATEGY AND PROJECTED TIMETABLE

Proposal shall include an overall strategy, timeline and plan for the work proposed as well as expected results and possible shortfalls.

3.3 PRICING

Refer to Section Six.

3.4 EXCEPTIONS

Applicant shall list any exceptions taken to the terms, conditions, specifications, or other requirements listed herein. Applicant shall reference the RFP section where exception is taken, a description of the exception taken, and the proposed alternative, if any.

SECTION FOUR

EVALUATION CRITERIA AND CONTRACTOR SELECTION

Evaluation criteria and the associated points are listed below. The award will be made to the responsible Applicant whose proposal is determined to be the most advantageous to the State based on the evaluation criteria listed in this section.

The total number of points used to score this contract is 100.

1. Commission to be received by the State (15)

Maximum points shall be awarded to the vendor proposing the highest commission rate to be paid to the State.

Maximum points awarded = 15 points X Bidder's Proposed Commission Rate / Highest Commission Rate Offered

Example: Bidder A offers commission rate of 10%
Bidder B offers commission rate of 15%

Bidder A score = $\frac{15}{15}$ points x 10/15 = 10.00 points

Bidder B score = $\frac{15}{15}$ points x 15/15 = 10.05 points

2. Rates charged to inmates. (15)

Local calls (10) = 10 points X Lowest rx charged to Inmate/Bidder rx charged to Inmate
Long distance calls (3) = 3 points X Lowest rx charged to Inmate/Bidder rx charged to Inmate
International calls (2) = 2 points X Lowest rx charged to Inmate/Bidder rx charged to Inmate

Maximum points shall be awarded to the vendor proposing the lowest rate to be charged to the Inmate. Evaluations shall be based on a ten minute call.

Example:	<u>Local Call Rx</u>	<u>Long Distance Call Rx</u>	<u>International Call Rx</u>
Bidder A	\$1.00 for 10 min	\$1.00 + \$0.05/min ave rx	\$1.00 + \$0.50/min ave rx
Score	$10 \times [1.00/1.00]$ = 10	$3 \times \frac{[1.00 + (.05/\text{min} \times 10 \text{ min})]}{[1.00 + (.05/\text{min} \times 10 \text{ min})]}$ = 2	$2 \times \frac{[1.00 + .50/\text{min} \times 10 \text{ min})]}{[1.00 + .50/\text{min} \times 10 \text{ min})]}$ = 2
	total score Bidder A = 15		
Bidder B	\$1.85 for 10 min	\$1.85 + \$0.10/min ave rx	\$1.85 + \$1.00/min ave rx
Score	$10 \times 1.00/1.85$ = 5.405	$3 \times \frac{[1.00 + (.05/\text{min} \times 10 \text{ min})]}{[1.85 + (.10/\text{min} \times 10 \text{ min})]}$ = 1.579	$2 \times \frac{[1.00 + (.50/\text{min} \times 10 \text{ min})]}{[1.85 + (1.00/\text{min} \times 10 \text{ min})]}$ = 1.013
	total score Bidder B = 7.997		

3. Number of Features (40)

Contractor will submit a list of features the ITS will provide the PSD.

Points will be awarded based on the number of features the proposed system offers to the number of features specified herein.

4. Projects of Equal to or Greater than Size and Complexity (20)

Contractor will submit a list of their recent projects of correctional facilities. These projects will be of equal or greater size and complexity than the Department of Public Safety requested ITS. Projects will be reviewed and rated for planning, completeness and timeliness.

5. Project Proposal (10)

Review and evaluate plan (10) and schedule (5).

SECTION FIVE

SPECIAL PROVISIONS

5.1 SCOPE

The providing of an ITS for correctional facilities statewide shall be in accordance with these Special Provisions, Specifications, and GC included by reference. Copy of the GC is available on the Internet at <http://www4.hawaii.gov/StateFormsFiles/ag008.doc>

5.2 TERM OF CONTRACT

Contractor shall enter into a contract for an operational period of thirty-six (36) months, commencing upon the Installation Acceptance Date.

The contract may be extended by mutual agreement without the necessity of rebidding for up to two (2) additional twelve (12) month periods, or parts thereof, provided that the contract price for the extended periods shall remain the same as or lower than the contract price for the original term.

The State or the Contractor may terminate any extended contract period upon at least one-hundred twenty (120) calendar days prior written notice.

5.3 CONTRACT ADMINISTRATOR

For purposes of this contract, Ms. Shari Kimoto, Acting Institutions Division Administrator, or her appointed designee telephone (808) 587-1258, is the designated Contract Administrator.

5.4 OVERVIEW OF THE RFP PROCESS

- a. The RFP is issued pursuant to Subchapter 6 of HAR Chapter 3-122, implementing HRS Section 103D-303.
- b. The procurement process begins with the issuance of the RFP and the formal response to any written questions or inquiries regarding the RFP. Changes to the RFP will be made only by Addendum.
- c. Proposals shall not be opened publicly, but shall be opened in the presence of two (2) or more procurement officials. The register of proposals and Applicants' proposals shall be open to public inspection after posting of the award.

All proposals and other material submitted by Applicants become the property of the State and may be returned only at the State's option.

- d. The Procurement Officer, or an evaluation committee selected by the Procurement Officer, shall evaluate the proposals in accordance with the evaluation criteria in Section Four. The proposals shall be classified initially as acceptable, potentially acceptable, or unacceptable.

- e. Proposals may be accepted on evaluation without discussion. However, if deemed necessary, prior to entering into discussions, a "priority list" of responsible Applicants submitting acceptable and potentially acceptable proposals shall be generated. The priority list may be limited to a minimum of three responsible Applicants who submitted the highest-ranked proposals. The objective of these discussions is to clarify issues regarding the Applicant's proposal before the BAFO is tendered.
- f. If during discussions there is a need for any substantial clarification or change in the RFP, the RFP shall be amended by an addendum to incorporate such clarification or change. Addenda to the RFP shall be distributed only to priority listed Applicants who submit acceptable or potentially acceptable proposals.
- g. Following any discussions, Priority Listed Applicants will be invited to submit their BAFO, if required. The Procurement Officer or an evaluation committee reserves the right to have additional rounds of discussions with the top three (3) Priority Listed Applicants prior to the submission of the BAFO.
- h. The date and time for Applicants to submit their BAFO, if any, is indicated in Section 1.04, RFP Schedule and Significant Dates. If Applicant does not submit a notice of withdrawal or a BAFO, the Applicant's immediate previous offer shall be construed as its BAFO.
- i. After receipt and evaluation of the BAFOs in accordance with the evaluation criteria in Section Four, the Procurement Officer or an evaluation committee will make its recommendation. The Procurement Officer will award the contract to the Applicant whose proposal is determined to be the most advantageous to the State taking into consideration price and the evaluation factors set forth in Section Four.
- j. The contents of any proposal shall not be disclosed during the review, evaluation, discussion, or negotiation process. Once award notice is posted, all proposals, successful and unsuccessful, become available for public inspection. Those sections that the Applicant and the State agree are confidential and/or proprietary should be identified by the Applicants and shall be excluded from access.
- k. The Procurement Officer or an evaluation committee reserves the right to determine what is in the best interest of the State for purposes of reviewing and evaluating proposals submitted in response to the RFP. The Procurement Officer or an evaluation committee will conduct a comprehensive, fair and impartial evaluation of proposals received in response to the RFP.
- l. The RFP, any addenda issued, and the successful Applicant's proposal shall become a part of the contract. All proposals shall become the property of the State of Hawaii.

5.6 CONFIDENTIAL INFORMATION

If a person believes that any portion of a proposal, offer, specification, protest, or correspondence contains information that should be withheld as confidential, then the

Procurement Officer named on the cover of this RFP should be so advised in writing and provided with justification to support confidentiality claim. Price is not considered confidential and will not be withheld.

An Contractor shall request in writing nondisclosure of designated trade secrets or other proprietary data considered confidential. Such data shall accompany the proposal, be clearly marked, and shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.

Pursuant to HAR Section 3-122-58, the head of the purchasing agency or designee shall consult with the Attorney General and make a written determination in accordance with HRS Chapter 92F. If the request for confidentiality is denied, such information shall be disclosed as public information, unless the person appeals the denial to the Office of Information Practices in accordance with HRS Section 92F-42(12).

5.7 REQUIRED REVIEW

Contractor shall carefully review this solicitation for defects and questionable or objectionable matter. Comments concerning defects and questionable or objectionable matter must be made in writing and should be received by the PSD-ASO/PC prior to the deadline for written questions as stated in the RFP Schedule and Significant Dates, page 3. This will allow issuance of any necessary corrections and/or amendments to the RFP. It will help prevent the opening of a defective solicitation and exposure of Applicant's proposal upon which award could not be made. Any exceptions taken to the terms, conditions, specifications, or other requirements listed herein, must be listed in the *Exceptions* section of the Applicant's proposal, if the exception is unresolved by the Proposal Due date.

5.8 QUESTIONS PRIOR TO OPENING OF PROPOSALS

All questions must be submitted in writing and directed to the PSD-ASO/PC, via mail, facsimile (808) 587-1244 or e-mail at marc.s.yamamoto@hawaii.gov. The State will respond to written questions by the date indicated in Section One, 1.04 RFP Schedule and Significant Dates, or as amended.

5.9 CANCELLATION OF RFP AND PROPOSAL REJECTION

The State reserves the right to cancel this RFP and to reject any and all proposals in whole or in part when it is determined to be in the best interest of the State, pursuant to HAR Section 3-122-96 through 3-122-97.

5.10 OFFER ACCEPTANCE PERIOD

The State's acceptance of offer, if any, will be made within sixty (60) calendar days after the opening of proposals. Prices or commissions quotes by the Applicant shall remain firm for a sixty (60) day period.

5.11 PROPOSAL AS PART OF THE CONTRACT

This RFP and all or part of the successful proposal may be incorporated into the contract.

5.12 CONTRACT MODIFICATIONS - UNANTICIPATED AMENDMENTS

During the course of this contract, the Contractor may be required to perform additional work that will be within the general scope of the initial contract. When additional work is required, the Contract Administrator will provide the Contractor a written description of the additional work and request the Contractor to submit a firm time schedule for accomplishing the additional work.

Changes to the contract may be modified only by written document (supplemental agreement) signed by the PSD and Contractor personnel authorized to sign contracts on behalf of the Contractor.

The Contractor will not commence additional work until a signed contract modification has been issued.

5.13 PROTEST

A protest shall be submitted in writing within five (5) working days after the aggrieved person knows or should have known of the facts giving rise thereto; provided that a protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of offers. Further provided that a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the contract.

The notice of award, if any, resulting from this solicitation shall be posted on the Procurement Reporting System, which is available on the SPO website: <http://www.hawaii.gov/spo2/source/>.

Any protest pursuant to §103D-701, HRS, and Section 3-126-3, HAR, shall be submitted in writing to the Procurement Officer, PSD-ASO/PC, 919 Ala Moana Blvd., Room 413, Honolulu, Hawaii 96814.

5.14 DOWNLOADED SOLICITATION

Contractor is advised that if interested in responding to this solicitation, Contractor may choose to submit its offer on a downloaded document from the Internet **provided** Contractor registers its company by fax or e-mail for this specific solicitation. If Contractor does not register its company, Contractor will not receive addenda, if any, and its offer may be rejected and not considered for award.

5.15 GOVERNING LAW: COST OF LITIGATION

The laws of the State of Hawaii shall govern the validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract. Any action at law or equity to enforce or interpret the provisions of this contract shall be brought in a state court or competent jurisdiction in Honolulu, Hawaii.

In case the State shall, without any fault on its part, be made a part to any litigation commenced by or against the Contractor in connection with this contract, the Contractor, shall pay all costs and expenses incurred by or imposed on the State, including attorneys' fees.

5.16 SUBMISSION OF PROPOSAL

The submission of a proposal shall constitute an incontrovertible representation by the Applicant of compliance with every requirement of the RFP, and that the RFP documents are sufficient in scope and detail to indicate and convey reasonable understanding of all terms and conditions of performance of the work.

Before submitting a proposal, each Applicant must:

- (1) Examine the solicitation documents thoroughly. Solicitation documents include this RFP, any attachments, plans referred to herein, and any other relevant documents;
- (2) Become familiar with State, local, and federal laws, statutes, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work.

5.17 PROPOSAL PREPARATION

- a. **OFFER FORM, page OF-1.** See Attachment 1. Proposals shall be submitted using Applicant's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate spaces on Offer Form page OF-1. Failure to do so may delay proper execution of the contract.

The authorized signature on the first page of the Offer Form shall be an original signature in ink. If unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the Applicant's intent to be bound.

- b. **Tax Liability.** Work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS, and if applicable, taxable under Chapter 238, HRS. Contractors are advised that they are liable for the Hawaii GET at the current 4% rate for all islands except Oahu, and 4.5% for the island of Oahu only, which includes the .5% assessment for the County Surcharge Tax (CST); and also liable for the applicable Use tax at the current at the rate of .5%. If, however, an Contractor is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Contractor shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.
- c. **Taxpayer Preference.** For evaluation purposes, pursuant to Section 103-53.5, HRS, as amended, the price offer submitted by an Contractor not liable for the GET under this solicitation, shall be increased by the current rate of the GET. Under no circumstance shall the dollar amount of the award include the aforementioned adjustments.
- d. **Original Proposal and Copies to be Submitted.** Applicant shall submit one (1) original proposal marked "ORIGINAL", five (5) copies of the original marked "COPY" and one exact

electronic copy of the proposal on a CD/DVD. It is imperative to note that the Applicant submit only one original and the required number of copies. DO NOT SUBMIT MORE THAN ONE ORIGINAL.

Applicant is encouraged to submit typewritten offers. If handwritten, it should be clearly printed. Applicant is cautioned that the reviewers may automatically reject illegible offers of any item(s) to avoid any errors in interpretation during the evaluation process.

- e. Costs for developing the Proposal are solely the responsibility of the Applicant, whether or not any award results from this solicitation. The State of Hawaii will not reimburse such costs.
- f. All proposals become the property of the State of Hawaii.
- g. Copies of documents transmitted by Applicants via facsimile machines shall be limited to the modifications or withdrawal of an offer pursuant to HAR Sections 3-122-108 and 3-122-28, respectively.
- h. Wage certificate. The Contractor shall complete and submit a Wage Certificate by which the Contractor certifies that services required will be performed pursuant to §103-55, HRS.

5.18 SUBMISSION OF PROPOSAL

Offers shall be received at the PSD-ASO/PC, 919 Ala Moana Boulevard, Room 413, Honolulu, Hawaii 96814, no later than the date and time stated in Section 1.04, Significant Dates, as amended. Timely receipt of offers shall be evidenced by the date and time registered by the PSD-ASO/PC time stamp clock. Offers received after the deadline shall be returned unopened.

If the Applicant chooses to deliver its offer by United States Postal Service (USPS), please be aware that the USPS does not deliver directly PSD-ASO/PC, but to a central mailroom. This may cause a delay in receipt by the PSD-ASO/PC and the offer may reach the PSD-ASO/PC after the deadline, resulting in automatic rejection.

5.19 PRICING

Pricing shall include labor, materials, supplies, all applicable taxes, and any other costs incurred to provide the specified services.

The pricing shall be the all-inclusive cost to the State and no other costs will be honored.

5.20 ECONOMY OF PRESENTATION

Proposals shall be prepared in a straightforward and concise manner, in a format that is reasonably consistent and appropriate for the purpose. Emphasis will be on completeness and clarity and content. If any additional information is required by the State regarding any aspects of the Applicant's proposal, it shall be provided within four (4) business days.

5.21 PROPOSAL OPENING

Proposals will be opened at the date, time, and place specified in Section One, or as amended. Proposals shall not be opened publicly, but shall be opened in the presence of two or more procurement officials. The register of proposals and Applicant's proposals shall be open to public inspection after all parties sign the contract.

5.22 EVALUATION OF PROPOSALS

The Procurement Officer, or an evaluation committee of at least three (3) qualified state employees selected by the Procurement Officer shall evaluate proposals. The evaluation will be based solely on the evaluation criteria set out in Section Four of this RFP.

Proposals shall be classified initially as acceptable, potentially acceptable, or unacceptable. Discussion may be conducted with priority listed Applicants who submit proposals determined to be acceptable or potentially acceptable of being selected for award, but proposals may be accepted without such discussions. The objective of these discussions is to clarify issues regarding the Applicant's proposals before the best and final offer, if necessary.

If numerous acceptable and potentially acceptable proposals are submitted, the evaluation committee may rank the proposals and limit the priority list to three responsive, responsible applicants who submitted the highest-ranked proposals.

5.23 DISCUSSION WITH PRIORITY LISTED APPLICANTS

Priority listed applicants shall have a discussion with the evaluation committee to discuss their proposal to ensure thorough, mutual understanding. The State in its sole discretion shall schedule the time and location for these discussions, normally within the timeframe indicated in Section 1.04.

5.24 CANCELLATION OF RFP AND PROPOSAL REJECTION

The State reserves the right to cancel this RFP and to reject any and all proposals in whole or in part when it is determined to be in the best interest of the State, pursuant to HAR Section 3-122-96 through 3-122-97.

The State shall not be liable for any costs, expenses, loss of profits or damages whatsoever, incurred by the Applicant in the event this RFP is cancelled or a proposal is rejected.

5.25 ADDITIONAL TERMS AND CONDITIONS

The State reserves the right to add terms and conditions during the contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluation.

5.26 CONTRACT EXECUTION

The successful Contractor shall be required to enter into a formal written contract.

No work is to be undertaken by the Contractor prior to the commencement date. The State of Hawaii is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to the official starting date.

If an option to extend is mutually agreed upon, the Contractor shall be required to execute a supplement to the contract for the additional extension period. The Contractor or the State may terminate the extended contract at any time without cause upon six (6) weeks prior written notice.

5.27 LIABILITY INSURANCE

The Contractor shall be responsible for any and all injury or damage as a result of the Contractor's negligence involving any equipment or services outlined under the terms and conditions of the contract. In addition to the liability imposed upon the Contractor on account of personal injury, bodily injury (including death), or property damage suffered as a result of the Contractor's negligence, the Contractor assumes the obligation to save the PSD, including its agencies, employees, and assigns, from every expense, liability, or payment arising out of such negligent acts. The Contractor also agrees to hold the PSD, including its agencies, employees, and assigns harmless for any negligent act or omission committed by any subContractor or other person employed by or under the supervision of the Contractor under the terms of the contract.

The Contractor shall maintain insurance acceptable to the State in full force and effect throughout the term of this contract. The policy or policies of insurance maintained by the Contractor shall provide the following limit(s) and coverage:

<u>Coverage</u>	<u>Limits</u>
Commercial General Liability (occurrence form)	\$1,000,000 combined single limit per occurrence for bodily injury and property damage

Each insurance policy required by this contract shall contain the following clauses:

1. "The State of Hawaii, Department of Public Safety, is added as an additional insured in respect to operations performed for the State of Hawaii."
2. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

Each insurance policy shall be written by insurance companies licensed to do business in the State or meet Section 431:8-301, HRS, if utilizing an insurance company not licensed by the State of Hawaii.

The Contractor agrees to deposit with the State of Hawaii, on or before the effective date of this contract, certificate(s) of insurance necessary to satisfy the State that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the

certificate(s) therefore on deposit with the State during the entire term of this contract. Upon request by the State, Contractor shall furnish a copy of the policy or policies.

Failure of the Contractor to provide and keep in force such insurance shall be regarded as material default under this contract, entitling the State to exercise any or all of the remedies provided in this contract for a default of the Contractor.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract. Notwithstanding said policy or policies of insurance, Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

If the Contractor is authorized by the Department Coordinator to subcontract, subContractor(s) is not excused from the indemnification and/or insurance provisions of this contract. In order to indemnify the State, the Contractor agrees to require its subContractor(s) to obtain insurance in accordance with the insurance provisions of this contract.

5.28 PAYMENT

Incremental payments shall be made to the awarded Contractor based on the achievement and acceptance by the State of milestones designated on the Contractor's proposal.

HRS Section 103-10, provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory completion of contract to make payment. For this reason, the State will reject any offer submitted with a condition requiring payment within a shorter period. Further, the State will reject any offer submitted with a condition requiring interest payments greater than that allowed by HRS §103-10, as amended.

The State will not recognize any requirement established by the Contractor and communicated to the State after award of the contract, which requires payment within a shorter period or interest payment not in conformance with statute.

5.29 AWARD

Method of Award. The award will be made to the responsive, responsible Applicant whose proposal is determined to be the most advantageous to the State based on the evaluation criteria.

REQUIREMENT FOR AWARD:

Reference §3-122-112, HAR, Responsibility of Offerors. If compliance documents have not been submitted to the ASO-PC prior to award, the lowest responsive offeror shall produce documents to the procurement officer to demonstrate compliance with this section.

Effective July 1, 2011, Pursuant to Act 190, SLH 2011 and Procurement Circular No. 2011-02, verification of vendor's compliance to HRS §103D-310(c) shall be through Hawaii Compliance Express (HCE).

Effective October 31, 2013, pursuant to Procurement Circular No. 2011-02, Amendment 1, for all other offerors, registering on HCE is recommended but not mandatory. Valid hardcopies of tax clearance, LIR #27 and Certificate of Good Standing are acceptable. However, if the offeror is currently participating in HCE, offeror shall be required to maintain compliance through HCE.

To facilitate award it is recommended that Offerors register with the Hawaii Compliance Express prior to their bid submittal.

Hawaii Compliance Express. The Hawaii Compliance Express (HCE), allows businesses to register online through a simple wizard interface at <http://vendors.ehawaii.gov> to acquire a "Certificate of Vendor Compliance." The HCE provides current compliance status as of the issuance date. The "Certificate of Vendor Compliance" indicating that vendor's status is compliant with the requirements of Chapter 103D-310(c), HRS, shall be accepted for both contracting purposes and final payment. Vendors that elect to use the new HCE services will be required to pay an annual fee of \$12.00 to the Hawaii Information Consortium, LLC (HIC).

Alternatively, for offerors who elect not to register on Hawaii Compliance Express (HCE), verification of compliance shall be submitted by separately applying to paper certificates at the various state agencies as follows:

HRS Chapter 237 tax clearance requirement for award. Instructions are as follows:

Pursuant to §103D-328, HRS, lowest responsive offeror shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate shall have an original green certified copy stamp and shall be valid for six (6) months from the most recent approval stamp date on the certificate. It must be valid on the date it is received by the ASO-PC.

The tax clearance certificate shall be obtained on the State of Hawaii, DOTAX TAX CLEARANCE APPLICATION Form A-6 (Rev. 2003) which is available at the DOTAX and IRS offices in the State of Hawaii or the DOTAX website, and by mail or fax:

DOTAX Website (Forms & Information): http://www6.hawaii.gov/tax/a1_1alphalist.htm

DOTAX Forms by Fax/Mail: (808) 587-4242

1-800-222-3229

IRS (808) 566-2748

Completed tax clearance applications may be mailed, faxed, or submitted in person to the Department of Taxation, Taxpayer Services Branch, to the address listed on the application. Facsimile numbers are:

DOTAX: (808) 587-1488

IRS: (808) 524-5950

The application for the clearance is the responsibility of the Offeror, and must be submitted directly to the DOTAX or IRS and not to the ASO-PC. However, the tax clearance certificate shall be submitted to the ASO-PC.

HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements for award.

Instructions are as follows:

Pursuant to §103D-310(c), HRS, the lowest responsive offeror shall be required to submit a certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue and must be valid on the date it is received by the ASO-PC. A photocopy of the certificate is acceptable to the ASO-PC.

The certificate of compliance shall be obtained on the State of Hawaii, DLIR APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 3-122-112, HAR, Form LIR#27 which is available at <http://labor.hawaii.gov/ui/ui-forms/> or at the neighbor island DLIR District Offices. The DLIR will return the form to the Offeror who in turn shall submit it to the ASO-PC.

The application for the certificate is the responsibility of the offeror, and must be submitted directly to the DLIR and not to the ASO-PC. However, the certificate shall be submitted to the ASO-PC.

Compliance with Section 103D-310(c)(1) and (2), HRS. Pursuant to section 3-122-112, HAR, the offeror shall be required to submit a CERTIFICATE OF GOOD STANDING (Certificate) issued by the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division (BREG). The Certificate is valid for six months from date of issue and must be valid on the date it is received by the ASO-PC. A photocopy of the certificate is acceptable to the ASO-PC.

To obtain the Certificate, the Offeror must first be registered with the BREG. A sole proprietorship, however, is not required to register with the BREG, and therefore not required to submit the certificate.

On-line business registration and the Certificate are available at www.BusinessRegistrations.com. To register or to obtain the Certificate by phone, call (808) 586-2727 (M-F 7:45 to 4:30 HST). Offerors are advised that there are costs associated with registering and obtaining the Certificate.

Timely Submission of all Certificates. The above certificates should be applied for and submitted to the ASO-PC as soon as possible. If a valid certificate is not submitted on a timely basis for award of a contract, an offer otherwise responsive and responsible may not receive the award.

5.30 SUBCONTRACTING

No work or services shall be subcontracted or assigned without the prior written approval of the State. No subcontract shall under any circumstances relieve the Contractor of his/her obligations and liability under this contract with the State. All persons engaged in performing the work covered by the contract shall be considered employees of the Contractor.

5.31 CONTRACT INVALIDATION

If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

5.32 NON-DISCRIMINATION

The Contractor shall comply with all applicable federal and State laws prohibiting discrimination against any person on the grounds of race, color, national origin, religion, creed, sex, age, sexual orientation, marital status, handicap, or arrest and court records in employment and any condition of employment with the Contractor or in participation in the benefits of any program or activity funded in whole or in part by the State.

5.33 CONFLICTS OF INTEREST

The Contractor represents that neither the Contractor, nor any employee or agent of the Contractor, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, that would or might conflict in any manner or degree with the Contractor's performance of this contract.

5.34 WAIVER

The failure of the State to insist upon the strict compliance with any term, provision or condition of this contract shall not constitute or be deemed to constitute a waiver or relinquishment of the State's right to enforce the same in accordance with this contract.

5.35 SEVERABILITY

In the event that a court declares any provision of this contract invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this contract.

5.37 CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS

It has been determined that funds for this contract have been appropriated by a legislative body.

Therefore, Applicant, if awarded a contract in response to this solicitation, agrees to comply with HRS Section 11-205.5, which states that campaign contributions are prohibited from a State and county government Contractor during the term of the contract if the Contractor is paid with funds appropriated by a legislative body.

SECTION SIX
ATTACHMENTS

Section Six - Attachments:	6-1
Exhibit 1: Estimated Number of Calls and Time Duration	6-2
Offer Form Pages OF-1 through OF-8g	6-3 to 6-16
Sample Call Related Fee Schedule	6-17
Wage Certificate	6-18
SPO Form 22 – Certification of Compliance for Final Payment	6-19

EXHIBIT 1

ESTIMATED MONTHLY CALLS AND INCOME/COMMISSIONS

a) "Estimated monthly in-state calls".

Period ending 2/2011	25,122 calls
Period ending 2/2012	26,380 calls
Period ending 2/2013	26,677 calls
Period ending 2/2014	28,427 calls
Period ending 2/2015	29,144 calls

b) "Annual income generated by Local and Intra-LATA calls"

Period ending 2/2011	\$639,207.11
Period ending 2/2012	\$675,500.11
Period ending 2/2013	\$663,468.92
Period ending 2/2014	\$677,893.79
Period ending 2/2015	\$673,822.93

c) "Commission Revenue" for years following 2009.

Period ending 2/2011	\$ 95,881.29
Period ending 2/2012	\$101,325.89
Period ending 2/2013	\$ 99,521.04
Period ending 2/2014	\$101,684.64
Period ending 2/2015	\$101,074.30

Current Fees and charges:

Local (on island)	\$1.95	Flat Rate	
Inter-Island	\$1.45	plus usage	
Usage:	Day (8am - 5pm M-F)		\$0.14/min
	Eve/Night (5pm - 8am M-F, Sun)		\$0.09/min
	Night/Weekend (Sat all day, Sun except 5pm - 8am)		\$0.09/min

Family members are given the option to set up accounts using credit cards, checks, money orders or Western Union. Fees by payment methods are as follows:

● Call Center Representative	\$9.75
● Automated Interactive Voice Response system	\$8.95
● ConnectNetwork (online access)	\$7.95
● Auto Reloader (option to program automated reloading)	\$7.95
● Western Union	None
● Check	None
● Money Order	None
● Refund Fee	None

INMATE PAY TELEPHONE SYSTEM

CORRECTIONS DIVISION

RFP No.: PSD 16-COR-17

Procurement Officer
Department of Public Safety
919 Ala Moana Boulevard, Room 413
Honolulu, Hawaii 96814

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Terms and Conditions, AG-008, as revised, by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

The undersigned represents: **(Check v one only)**

- A **Hawaii business** incorporated or organized under the laws of the State of Hawaii; **OR**
- A **Compliant Non-Hawaii business** not incorporated or organized under the laws of the State of Hawaii, but registered at the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division to do business in the State of Hawaii.

State of incorporation: _____

Offeror is:

- Sole Proprietor Partnership Corporation Joint Venture
- Other _____

Federal I.D. No.: _____

Hawaii General Excise Tax License I.D. No.: _____

Payment address (other than street address below): _____

City, State, Zip Code: _____

Business address (street address): _____

City, State, Zip Code: _____

Respectfully submitted:

Date: _____

(x) _____

Authorized (Original) Signature

Telephone No.: _____

Name and Title (Please Type or Print)

Fax No.: _____

E-mail Address: _____

* _____

Exact Legal Name of Company (Offeror)

*If Offeror is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the awarded contract will be executed:

Contractors Commission Percentage Guarantee

The Contractor must complete this form, or the bid will be rejected. **NO WARRANTY, EXPRESSED OR IMPLIED**, is made by the STATE that any contract resulting from this solicitation will include an equal or greater number of pay telephones, revenue, or minutes, of usage, as identified herein.

The Contractor is to enter on Line 1 the percentage factor they will guarantee to pay. The percentage factor will be entered with three decimal places. For example, if the guaranteed percentage amount is 50%, 50.000 would be entered on Line 1.

This percentage factor will be applied to the Contractor's gross revenue to determine the commissions owed to the STATE each month.

This percentage factor will be the basis for award, assuming all technical specifications have been met.

Line 1: PERCENTAGE GUARANTEE = _____%

Contractor _____
Name of Company

1. Bidder must provide the address and telephone numbers of the facility for trouble calls:

Service Facility:

Name of Company: _____

Address: _____

Contact Person: _____

Telephone No. _____

(Answering Service not acceptable)

Facsimile No. _____

2. A copy of Hawaii PUC Certificate of Public Convenience and Necessity is submitted with the Technical Proposal.

3. Insurance Coverage is carried by:

	<u>Carrier</u>	<u>Policy No.</u>	<u>Agent</u>
Workers' Compensation	_____	_____	_____
Temporary Disability	_____	_____	_____
Prepaid Health Care	_____		

Unemployment Insurance: State of Hawaii Labor No. _____

4. Client References: Bidder is required to supply the State with names, addresses, and telephone numbers of five companies or entities which the bidder has supplied long distance services, of similar size and usage requirements to those being requested in this IFB. As part of the investigation of your company, State personnel may call and possibly make visits to the customers whose names you furnish.

Client Name: _____

Address: _____

Description of Contract and Services Provided: _____

Reference Name: _____

Current Phone: _____

Contractor _____
Name of Company

Client Name: _____
Address: _____

Description of Contract
and Services Provided: _____

Reference Name: _____
Current Phone: _____

Client Name: _____
Address: _____

Description of Contract
and Services Provided: _____

Reference Name: _____
Current Phone: _____

Client Name: _____
Address: _____

Description of Contract
and Services Provided: _____

Reference Name: _____
Current Phone: _____

Client Name: _____
Address: _____

Description of Contract
and Services Provided: _____

Reference Name: _____
Current Phone: _____

The State reserves the right to contact all of the references listed to inquire about bidder's equipment, services, performance, and degree of customer satisfaction.

Contractor _____
Name of Company

PRICE SUMMARY

- I. SCHEDULE A- PRICE PROPOSAL FOR INTERISLAND, INTERSTATE AND INTERNATIONAL LONG DISTANCE RATES** \$ _____
- II. SCHEDULE B- OTHER COSTS** \$ _____
- TOTAL - SCHEDULE PRICE SUMMARY** \$ _____

Contractor _____
Name of Company

**SCHEDULE A
PRICED BID**

INTERISLAND, INTERSTATE, AND INTERNATIONAL - LONG DISTANCE RATES Bidder

shall calculate the usage charge based upon the calling data in Exhibit 1.

	<u>Rate Per Minute</u>	<u>Estimated No. of Minutes Per Month</u>	<u>Total</u>
1a.	Local Calls (within Island)		
	\$ _____	X 29,144	= \$ _____
1b.	Interisland Calls:		
	\$ _____	X 5,119	= \$ _____
	Connection Fee		
	\$ _____	X 366 calls	= \$ _____
		(5,119 min / 14 min per call)	
2.	Interstate Calls:		
	\$ _____	X Information not available	= \$ _____
3.	International Calls*:		= \$ _____ **
TOTAL - SCHEDULE A: LONG DISTANCE RATES			\$ _____

* For all countries not listed on OFFER FORM pages OF-8a through OF-8g, please add them to the list along with the country's international rate based on one minute.

** Total Estimated Cost of International Calls from Offer Form pages OF-8a through OF-8h.

Contractor _____
Name of Company

**SCHEDULE B
PRICED BID**

OTHER PHONE LINE COSTS

	<u>Cost Per Line Per Call</u>		<u>Estimated Number of Inmate Pay Phone Lines</u>	=	<u>Total</u>
Universal Service Fund Charge (Fed)	_____	X	288	=	\$ _____
Universal Service Fund Charge (State)	_____	X	288	=	\$ _____
Universal Service Charge	_____	X	288	=	\$ _____
Telecommunications Relay Service Surcharge	_____	X	288	=	\$ _____
Local Number Portability	_____	X	288	=	\$ _____
Other Charges (Surcharges, Fees, or Taxes)* (List Charges)	_____	X	288	=	\$ _____
	_____	X	288	=	\$ _____
	_____	X	288	=	\$ _____
	_____	X	288	=	\$ _____
TOTAL - SCHEDULE B: OTHER PHONE LINE COSTS					\$ _____

OTHER PREPAID ACCOUNT FEES:

- Call Center Representative \$ _____
- Automated Interactive Voice Response system \$ _____
- ConnectNetwork (online access) \$ _____
- Auto Reloader (option to program automated reloading) \$ _____
- Western Union \$ _____
- Check \$ _____
- Money Order \$ _____
- Refund Fee \$ _____

*Note: If the bidder omits items from "other costs", the State will assume that the bidder has no other costs associated with long distance calls and the Inmate/Terminating Number will not pay for "other costs" in billings and the bidder must absorb any "other costs" as part of the cost of doing business. The Contractors shall not include all PIC charges.

Contractor _____
Name of Company

INTERNATIONAL RATES

		1	2	3	$(1 \times 2) + 3$ =4
ITEM NO.	INTERNATIONAL COUNTRY OR AREA	RATE PER MINUTE	ESTIMATED MINUTES PER MONTH	CONNECTION FEE	TOTAL PER MONTH
1	Afghanistan				
2	Albania, Republic of		1		
3	Algeria		1		
4	American Samoa		10		
5	Andorra		1		
6	Angola		1		
7	Anguilla		1		
8	Antarctica (Casey Base)		1		
9	Antarctica (Scott Base)		1		
10	Antigua (Including Barbuda)		1		
11	Argentina		1		
12	Armenia		1		
13	Aruba		1		
14	Ascension Island		1		
15	Australia		1		
16	Austria		1		
17	Azerbaijan		1		
18	Bahamas		1		
19	Bahrain		1		
20	Bangladesh, People's Republic of		1		
21	Barbados		1		
22	Belarus		1		
23	Belgium		1		
24	Belize		1		
25	Benin, Republic of		1		
26	Bermuda		1		
27	Bhutan		1		
28	Bolivia		1		
29	Bosnia-Herzegovina, Republics of		1		
30	Botswana		1		
31	Brazil		1		
32	British Virgin Islands		1		
33	Brunei		1		
34	Bulgaria		1		
35	Burkina Faso		1		
36	Burundi		1		
37	Cambodia		1		
39	Cameroon, Republic of		1		

Contractor _____
Name of Company

INTERNATIONAL RATES

		1	2	3	(1x2)+3 =4
ITEM NO.	INTERNATIONAL COUNTRY OR AREA	RATE PER MINUTE	ESTIMATED MINUTES PER MONTH	CONNECTION FEE	TOTAL PER MONTH
40	Canada		10		
41	Cape Verde Islands		1		
42	Cayman Islands		1		
43	Central African Republic		1		
44	Chad, Republic of		1		
45	Chile		1		
46	China, People's Republic of		10		
47	Christmas Island		1		
48	Cocos Island		1		
49	Colombia		1		
50	Comoros, Federal and Islamic Republic of		1		
51	Congo, Democratic Republic of (Formerly Zaire)		1		
52	Congo, Republic of		1		
53	Cook Islands		1		
54	Costa Rica		1		
55	Croatia, Republic of		1		
56	Cuba		1		
57	Cyprus		1		
58	Czech Republic		1		
59	Denmark		1		
60	Diego Garcia		1		
61	Djibouti, Republic of		1		
62	Dominica		1		
63	Dominican Republic		1		
64	Easter Island		1		
65	Ecuador		1		
66	Egypt, Arab Republic of		1		
67	El Salvador		1		
68	Equatorial Guinea, Republic of		1		
69	Eritrea		1		
70	Estonia		1		
71	Ethiopia		1		
72	Faeroe Islands		1		
73	Falkland Islands		1		

Contractor _____
Name of Company

INTERNATIONAL RATES

		1	2	3	(1x2)+3 =4
ITEM NO.	INTERNATIONAL COUNTRY OR AREA	RATE PER MINUTE	ESTIMATED MINUTES PER MONTH	CONNECTION FEE	TOTAL PER MONTH
74	Fiji Islands		1		
75	Finland		1		
76	France		1		
77	French Antilles (Martinique, St. Barthelemy, and St. Martin)		1		
78	French Guiana		1		
79	French Polynesia (Including the Islands of Moorea and Tahiti)		1		
80	Gabon Republic		1		
81	Gambia		1		
82	Georgia		1		
83	Germany, Federal Republic of (Including former German Democratic Republic)		10		
84	Ghana		1		
85	Gibraltar		1		
86	Greece		1		
87	Greenland		1		
88	Grenada (Including Carriacou)		1		
89	Guadeloupe		1		
90	Guantanamo (U.S. Naval Base)		1		
91	Guatemala		1		
92	Guinea, Republic of		1		
93	Guinea-Bissau		1		
94	Guyana		1		
95	Haiti		1		
96	Honduras		1		
97	Hong Kong		10		
98	Hungary		1		
99	Iceland		1		
100	India		1		
101	Indonesia		1		
102	Iran		1		
103	Iraq		1		
104	Ireland		1		
105	Israel		1		
106	Italy		1		

Contractor _____
Name of Company

INTERNATIONAL RATES

		1	2	3	(1 x 2) + 3 =4
ITEM NO.	INTERNATIONAL COUNTRY OR AREA	RATE PER MINUTE	ESTIMATED MINUTES PER MONTH	CONNECTION FEE	TOTAL PER MONTH
107	Ivory Coast, Republic of		1		
108	Jamaica		1		
109	Japan (Including Okinawa)		10		
110	Jordan		1		
111	Kazakhstan		1		
112	Kenya, Republic of		1		
113	Kiribati		1		
114	Korea, Democratic People's Republic of		1		
115	Korea, Republic of		1		
116	Kuwait		1		
117	Kyrgyzstan		1		
118	Laos		1		
119	Latvia		1		
120	Lebanon		1		
121	Lesotho		1		
122	Liberia		1		
123	Libyan Arab People's Socialist Jamahiriya		1		
124	Liechtenstein		1		
125	Lithuania		1		
126	Luxembourg		1		
127	Macao		1		
128	Macedonia, Former Yugoslav Republic of		1		
129	Madagascar, Republic of		1		
130	Malawi		1		
131	Malaysia		1		
132	Maldives, Republic of		1		
133	Mali, Republic of		1		
134	Malta		1		
135	Marshall Islands		10		
136	Mauritania, Islamic Republic of		1		
137	Mauritius		1		
138	Mayotte Island		1		
139	Mexico		1		
140	Micronesia, Federated States of		10		

Contractor _____
Name of Company

INTERNATIONAL RATES

		1	2	3	$(1 \times 2) + 3 = 4$
ITEM NO.	INTERNATIONAL COUNTRY OR AREA	RATE PER MINUTE	ESTIMATED MINUTES PER MONTH	CONNECTION FEE	TOTAL PER MONTH
141	Moldova		1		
142	Monaco		1		
143	Mongolia		1		
144	Montserrat		1		
145	Morocco, Kingdom of		1		
146	Mozambique		1		
147	Myanmar		1		
148	Namibia		1		
149	Nauru		1		
150	Nepal		1		
151	Netherlands		1		
152	Netherlands Antilles (Bonaire, Curacao, Saba, St. Eustatius and St. Martin)		1		
153	New Caledonia		1		
154	New Zealand (Including Chatham Island)		1		
155	Nicaragua		1		
156	Niger, Republic of		1		
157	Nigeria, Federal Republic of		1		
158	Niue		1		
159	Norfolk Island		1		
160	Norway (Including Svalbard)		1		
161	Oman		1		
162	Pakistan		1		
163	Palau, Republic of		1		
164	Panama, Republic of		1		
165	Papua New Guinea (Admiralty Islands, Bougainville, New Britain and New Ireland)		1		
166	Paraguay		1		
167	Peru		1		
168	Philippines		1		
169	Pitcairn Island		1		
170	Poland, Republic of		1		
171	Portugal (Including Azores and Madeira Islands)		1		
172	Qatar		1		
173	Reunion Island		1		
174	Romania		1		
175	Russia		1		

Contractor _____
Name of Company

INTERNATIONAL RATES

		1	2	3	$(1 \times 2) + 3 = 4$
ITEM NO.	INTERNATIONAL COUNTRY OR AREA	RATE PER MINUTE	ESTIMATED MINUTES PER MONTH	CONNECTION FEE	TOTAL PER MONTH
176	Rwanda		1		
177	San Marino		1		
178	Sao Tome		1		
179	Saudi Arabia		1		
180	Senegal, Republic of		1		
181	Seychelles Islands		1		
182	Sierra Leone		1		
183	Singapore, Republic of		1		
183	Slovakia		1		
184	Slovenia, Republic of		1		
185	Solomon Islands		1		
186	Somali Republic		1		
187	South Africa, Republic of		1		
188	Spain (Including Balearic Islands, Canary Islands, Ceuta, and Melilla)		1		
189	Sri Lanka, Democratic Socialist Republic of		1		
190	St. Helena		1		
191	St. Kitts/Nevis		1		
192	St. Lucia		1		
193	St. Pierre & Miquelon		1		
194	St. Vincent & The Grenadines		1		
195	Sudan		1		
196	Suriname, Republic of		1		
197	Swaziland		1		
198	Sweden		1		
199	Switzerland		1		
200	Syrian Arab Republic		1		
201	Taiwan		10		
202	Tajikistan		1		
203	Tanzania		1		
204	Thailand		1		
205	Togo, Republic of		1		
206	Tonga Islands		1		
207	Trinidad & Tobago, Republic of		1		
208	Tunisia		1		
209	Turkey		1		
210	Turkmenistan		1		
211	Turks & Caicos Islands		1		
212	Tuvalu		1		

Contractor _____

Name of Company

PSD 16-COR-17

MISCELLANEOUS SERVICES

1. Toll Free Calling (per minute)

	<u>Rate Per Minute</u>		<u>Estimated Minutes Per Month</u>	<u>Total</u>
Toll Free – Interisland	_____	X	500 minutes	= _____
Toll Free – Interstate	_____	X	2000 minutes	= _____

2. Calling Card (per minute per call)

Calling Card - Interisland	_____	X	60 minutes	= _____
Calling Card – Interstate	_____	X	60 minutes	= _____
Calling Card – International	_____	X	60 minutes	= _____

3. Operator Assistance (per call)

Operator Assistance – Interisland	_____	X	60 minutes	= _____
Operator Assistance – Interstate	_____	X	60 minutes	= _____
Operator Assistance - International	_____	X	60 minutes	= _____

4. Directory Assistance (per call)

Directory Assistance – Interisland	_____	X	60 minutes	= _____
Directory Assistance – Interstate	_____	X	60 minutes	= _____
Directory Assistance - International	_____	X	60 minutes	= _____

TOTAL - SCHEDULE B: MISCELLANEOUS SERVICES

\$ _____

**WAGE CERTIFICATE
FOR SERVICE CONTRACTS**
(See Special Provisions)

Subject: IFB No.: PSD 16-COR-17

Title of IFB: Inmate Pay Telephone Services for Correctional Facilities Statewide

Pursuant to Section 103-55, Hawaii Revised Statutes (HRS), I hereby certify that if awarded the contract in excess of \$25,000, the services to be performed will be performed under the following conditions:

1. All applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with; and
2. The services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work, with the exception of professional, managerial, supervisory, and clerical personnel who are not covered by Section 103-55, HRS.

I understand that failure to comply with the above conditions during the period of the contract shall result in cancellation of the contract, unless such noncompliance is corrected within a reasonable period as determined by the procurement officer. Payment in the final settlement of the contract or the release of bonds, if applicable, or both shall not be made unless the procurement officer has determined that the noncompliance has been corrected; and

I further understand that all payments required by Federal and State laws to be made by employers for the benefit of their employees are to be paid in addition to the base wage required by section 103-55, HRS.

Contractor _____

Signature _____

Title _____

Date _____

**CERTIFICATION OF COMPLIANCE FOR FINAL PAYMENT
(Reference §3-122-112, HAR)**

Reference: _____ RFP No. PSD 16-COR-17
(Contract Number) (IFB/RFP Number)

_____ affirms it is in
(Company Name)
compliance with all laws, as applicable, governing doing business in the State of Hawaii
to include the following:

1. Chapter 383, HRS, Hawaii Employment Security Law – Unemployment Insurance;
2. Chapter 386, HRS, Worker’s Compensation Law;
3. Chapter 392, HRS, Temporary Disability Insurance;
4. Chapter 393, HRS, Prepaid Health Care Act; and

maintains a “Certificate of Good Standing” from the Department of Commerce and Consumer Affairs, Business Registration Division.

Moreover, _____
(Company Name)
acknowledges that making a false statement shall cause its suspension and may cause its debarment from future awards of contracts.

Signature: _____

Print Name: _____

Title: _____

Date: _____