

REQUEST FOR PROPOSAL NO. 2024-03

Alabama Department of Corrections
Inmate Communications System



Alabama Department of Corrections
Office of the Commissioner
301 South Ripley Street
Montgomery, Alabama 36104

April 4, 2024

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SECTION A

INTRODUCTION

The Alabama Department of Corrections (“ADOC”) announces this Request for Proposal (“RFP”) to all eligible and interested parties for the opportunity to submit a proposal, in accordance with the requirements herein, for provision of services and payment of commissions on a fully integrated, comprehensive, correctional grade communications system (“System”). You are invited to submit a response in accordance with the requirements specified in this RFP. All proposal requirements are set forth in Section VI of this RFP.

The ADOC is composed of twenty-eight (28) institutions with an in-house average population in 2023 of 20,826 inmates. Each facility has varying security and classification levels, populations, and structural designs. Additional information regarding ADOC facilities is included in Attachment C. The ADOC currently provides inmate telephone services, inmate kiosks, Personal Educational Devices (PEDs), and video visitation.

The ADOC seeks to have one Vendor install and maintain a secure, turn-key communications system at each of its facilities, which will include, at a minimum, all necessary hardware, software, and infrastructure requirements defined within this RFP. The installation of the Vendor’s infrastructure and network will be separate from the State’s network. All associated Vendor provided equipment will enable inmates to utilize the system to place telephone calls, as well as utilize correctional grade inmate kiosks and/or PEDs for additional services. These additional services may include, but are not limited to, making phone calls, enhanced educational opportunities, personal development programs, commissary ordering, checking inmate trust fund (“ITF”) balances, checking inmate classification status and sentencing details, sending and receiving secured written messages such as email or text, music, e-books, secure remote video visitation, automating inmate request slips, Prison Rape Elimination Act reports, and providing necessary information to inmates including, for example, the inmate handbook. The inmate management and banking software is handled internally by the ADOC; however, all commissary, inmate deposit, and inmate law library service software are provided via third party Vendor. Selected Vendor’s System must interface with all existing and future software.

Additionally, the Vendor shall conduct semi-annual refresher/new user training in a time and manner agreed upon by the ADOC.

The inmate telephones, platform, network, kiosks, PEDs, and Video Visitation System must be converted and operational by October 1, 2024.

An optional Bidder’s Conference will be held at St. Clair Correctional Facility, 1000 St. Clair Road, Springville, Alabama, 35146, on Monday, April 10, 2024, at 1:00 pm CST. Optional Site Tours have been scheduled following the Bidder’s Conference on Monday, April 10 through Tuesday, April 11, 2024. Only two (2) representatives from each Vendor will be allowed on the Site Tours. A complete facility tour and travel schedule has been included as Attachment E. No individual or special tours will be given.

Proposals must be received by the ADOC Commissioner’s Office by 4:00 p.m. on May 9, 2024. Packages must be clearly marked as “ADOC RFP 2024-03: Inmate Communications System.”

I. Background

The purpose of this RFP is to secure a Contract with a qualified Vendor to provide an advanced and comprehensive correctional communications system which will introduce and enhance educational opportunities for inmates, provide additional communication applications with family members, and improve security and communications features for ADOC staff in a secure, controlled environment at a fair price. The contracting period will be for an initial two (2) year period with three (3) one (1) year renewal options available. The Contract shall not exceed a total of five (5) years.

II. Definitions

“ADOC,” “DOC,” or “Department” - the Alabama Department of Corrections.

Air Fiber - Radio cage technology that uses high frequency harmonics to create total internal reflection in thin air, essentially making air into a fiber optic "cable".

AL PSC - the Alabama Public Service Commission.

Alabama Institutional Serial (AIS) Number - the unique six (6) digit number assigned to each inmate incarcerated by the ADOC.

Americans with Disabilities Act (ADA) – Federal requirement that services including, but not limited to, telephone, applications system, and payphones must be provided and maintained by Selected Vendor for individuals with disabilities. See at FCC 47 U.S.C. § 225.

AP - Wireless access point

Application Programming Interface (API) - a set of subroutine definitions, protocols, and tools for building application software.

Application - a program or piece of software provided by or implemented through the Selected Vendor to fulfill the goals of this RFP.

Authentication - the process or action of verifying the identity of a user or process.

Authorized Representative - any person or entity duly authorized and designated in writing to act for, and on behalf of, the Vendor in negotiating or executing a Contract.

Authorized Users - ADOC staff member that is authorized to perform functions on the System as defined by user level.

Bandwidth - the amount of data which can be carried from one point to another in a given time period, usually a second with limited or zero latency effects.

Biometrics - the measurement and analysis of physical or behavioral characteristics as a means of verifying personal identity.

Call Center - an office operated by the Selected Vendor to handle calls from ADOC staff or current and potential end users for the purpose of troubleshooting, setting up accounts, funding accounts, or other actions relating to the services outlined in this RFP.

Called Party - person called by an inmate from an ADOC facility utilizing Selected Vendor's ITS.

Calling LATAs - local access and transport area including Local, IntraLATA, InterLATA, InterState, and International. The Vendor must comply with Telcordia or equivalent LATA tables, which are based or called from NPANXX to called number NPANXX.

"CDRs" or "Raw CDRs" - call or communication detail records.

Inmate Telephone System (ITS) - system utilized to provide telephone services capable of being securely accessed 99.5% of the time, inclusive of inmate telephone monitoring and recording capabilities.

Commissionable Revenue - percentage of revenue shared by the Vendor with ADOC.

Communications System or "System" - a digitally based application system, which inmates may access through kiosks, PEDs, inmate phones, and/or centralized video visitation kiosks.

Contract - refers to the written agreement entered into by the ADOC and Selected Vendor as a result of this RFP.

Data Breach - a confirmed incident in which sensitive, confidential, or otherwise protected data has been accessed and/or disclosed in an unauthorized manner.

Direct Billed Calls - any calls billed directly from the Selected Vendor to a customer's verified billing address.

DTMF - Dual-tone multifrequency (DTMF) is a method used to dial telephone numbers or to issue commands to switching systems. DTMF is widely used for telecommunication signaling between telephone handsets and switching centers over analog telephone lines in voice-frequency bands.

End User - person other than an inmate or ADOC staff who uses the Selected Vendor's System. A Called Party or Visitor are examples of End Users.

FCC - Federal Communications Commission.

Fees - ADOC approved fees for services related to this RFP that are considered non-commissionable unless otherwise noted. All proposed fees must be detailed in the Vendor's proposal and are subject to approval of the ADOC.

Free Calls - any allowed calls generating no revenue.

Grievance - a cause for complaint submitted by an inmate to ADOC personnel.

Infrastructure - the hardware and software resources of an entire network that enable network connectivity, communication, operations, and management of the Vendor's network to enable communication paths and services between users, processes, applications, services, and external networks.

Inmate - person who has been sentenced to the custody of the ADOC or a person from another jurisdiction housed in ADOC facilities pursuant to the Interstate Corrections Compact.

Inmate Debit Call - a call that is paid for by the inmate with a deduction removed from his or her inmate Trust Fund account.

Inmate Telephone System (ITS) - telephone system which monitors, records, and controls the use of telephones utilized by the inmates at all ADOC facilities/institutions.

Inmate Trust Fund (ITF) - the accounting system for inmate funds maintained by the ADOC.

Integration - the ability for data or information on any given electronic platform to be read or manipulated by another device using a standard format.

Interface - a Selected Vendor's device or program that enables a user or application to interact with both internal and external platforms and services.

Interactive Voice Response (IVR) - interactive voice response allowing a computer to interact with a Called Party through voice or DTMF tones input via a keypad.

IMSI-catcher - Defined as a mobile device that captures the signaling information of electronic communication devices within the vicinity, to obtain an individual's real-time or historical electronic communication device location information without first obtaining a search warrant.

Kiosks – ADA compliant correctional grade structures, mobile or stationary, used to provide the Vendor's services to ADOC inmates. The kiosk must have, at a minimum, a fixed shatter-resistant touch screen LCD/LED Backlight monitor, an integrated camera, and a corrections grade visitation audio handset. Station shall be available in 120/240 VAC, 50/60HZ. It is preferred that the video screen be at least a 15" shatter resistant color monitor. A docking station wherein an inmate uses a camera equipped PED to conduct a video visit does not meet the definition of a video visitation kiosk.

LEC - local exchange carrier.

Minimum Monthly Guarantee - a fixed amount of monthly commission that the Selected Vendor is contractually obligated to pay the ADOC by an agreed upon date.

Modules - software links or electronic IP addresses which point to Selected Vendor's APIs.

Network Requirement – Minimum network standards the ADOC allows under this RFP.

NPA - a three-digit code, commonly called an area code.

NXX - a three-digit code, commonly called an exchange.

Offender Management System (OMS) - ADOC's in-house inmate management software maintained by the ADOC.

Personal Education Devices (PED) - hand-held devices, which do not contain a camera(s), to be used by inmates for accessing educational materials, making telephone calls, and other additional allowed content.

PREA - Prison Rape Elimination Act.

Prepaid - a pre-established account set up by an End User in order to access services provided by the Selected Vendor.

Personal Identification Number (PIN) - a personalized identification number, used in conjunction with an AIS Number, by an inmate to access specified applications; typically, a secondary four (4) digit PIN.

Rates - per minute charges associated with inmate telephone talk time, video visitation time, or text messages.

Recordings - digital records of all completed calls or video visitations through the System.

Revenue Generating Call - any call or communication event generating at least \$0.01 in revenue through the ITS.

Revenue Reconciliation - process to verify all revenue generated through the System, including rates, taxes, and fees.

Revenue Report - a real-time report showing a breakdown of all applicable revenues generated through the System.

RFP - this Request for Proposal, together with all attachments, amendments, and addenda thereto.

Scheduling Software - the process of automating the creation and maintenance of a schedule.

Selected Vendor - any qualified corporation, legal entity, or individual chosen by the ADOC to negotiate a Contract. The singular or plural form of this term may be used interchangeably.

Single Payment Call - a single call that is charged per minute rates, taxes, and fees, as well as a Vendor specific fee not to exceed \$3.00 per call. Single Payment Calls must be specifically allowed by the Contract.

Software License - a legal instrument governing the use or redistribution of software for the fulfillment of obligations defined in this RFP.

Standards - all applicable federal and state laws, constitutional requirements, court orders, and policies and procedures of the ADOC, AL PSC, and FCC. If there is a conflict between any of these and this RFP Contract, the more stringent shall apply, as determined by the ADOC.

State - the State of Alabama or the ADOC; these terms may be used interchangeably.

STG – Security Threat Group

Telcordia - industry standard telecom rating database.

Total Gross Revenue - any and all revenues generated from the communications system.

Turnkey - a complete product or service that is ready for immediate use.

Validation - the Selected Vendor's act of checking the accuracy of its processes against industry standard requirements.

Vendor - any corporation, legal entity, or individual that responds to this RFP. The singular or plural form of this term may be used interchangeably.

Visitor - individual other than an inmate who is accessing Vendor's VVS to communicate with that inmate.

VVS - video visitation system.

III. Responsibility to Read and Understand

By responding to this solicitation, Vendor will be held to have read and thoroughly examined the RFP. Failure to read and thoroughly examine the RFP will not excuse any failure to comply with the requirements of the RFP or any Contract, nor will such failure be a basis for claiming additional compensation. If Vendor suspects an error, omission, or discrepancy in this solicitation, or if Vendor has questions regarding the RFP, Vendor must notify Ms. Mandy Speirs, ADOC's Single Point of Contact, **by 4:00 p.m. CST on April 17, 2024**, as provided in Section F. Proposal Preparation and Section Criteria, I. C. and Section F. Proposal Preparation and Section Criteria, VII. of this RFP. The ADOC will issue written instructions, if appropriate, by April 15, 2024. The written responses will be posted to the ADOC website, www.doc.alabama.gov/RequestForProposals.

IV. Reservations

The ADOC reserves the following rights: (1) to reject all proposals; (2) to reject individual proposals for failure to meet any requirement; and (3) to waive minor defects. The ADOC may seek clarification of the proposal from Vendor at any time, and failure of the Vendor to respond is cause for rejection. Clarification is not an opportunity to change the proposal. The submission of a proposal confers on Vendor no right of selection or to a subsequent contract. This process is for the benefit of the ADOC only and is to provide the ADOC with competitive information to assist in the selection process. All

decisions on compliance, evaluation, terms, and conditions will be made solely at the discretion of the ADOC and made to favor the State.

V. Cost of Preparation

The ADOC is not responsible for, and will not pay any costs associated with, the preparation and submission of Vendor's proposal regardless of whether or not Vendor is selected for negotiations. Any costs associated with this procurement will be the responsibility of Vendor and will in no way be charged to the ADOC.

VI. Security

By the time of the signing of a Contract, Selected Vendor must provide a Performance Guarantee in the amount of two million dollars (\$2,000,000) in the form of a bond or other form acceptable to the ADOC. This guarantee will be in force for the life of the Contract. A breach of the Contract by Selected Vendor will cause the performance guarantee to become payable to the State of Alabama. The ADOC will be the named recipient of the Performance Guarantee.

VII. Bid Conference

The ADOC will be hosting an optional Bidder's Conference to provide additional information and as a forum for appropriate questions relating to this RFP. **The conference is optional and will be held on Monday, April 10, 2024, at 10:00 am CST at the St. Clair Correctional Facility, 1000 St. Clair Road, Springville, Alabama, 35146.** Vendor representatives should allow for time for parking and arrival in the lobby of the Facility by 9:45 am.

VIII. Vendor Contact

The ADOC will consider the person who signs Vendor's proposal the contact person for all matters pertaining to the proposal unless Vendor designates another person in writing.

IX. Opening Date

Vendor proposals will be opened on **May 10, 2024, at 10:00 am**, in the ADOC Legal Conference Room located at 301 S. Ripley Street, Montgomery, Alabama 36104. At the scheduled place and date for the proposal opening, only the names of Vendors who submitted proposals will be announced.

X. Evaluation and Selection

The ADOC will evaluate all proposals using the criteria outlined in Section F Proposal Preparation and Section Criteria, IX. Evaluation Criteria.

XI. Cost of the Contract

All costs for the installation, implementation, hardware, software, services, training, and maintenance of the System shall be represented in the fees and rates submitted in Vendor's Cost Proposal. Vendor shall

pay the ADOC commission of all revenue generating services associated with the System as included in the Cost Proposal. At no time shall that commission be less than the Minimum Monthly Guarantee.

XII. Contract Negotiations

Selected Vendor may be required to enter into contract negotiations if the ADOC believes such is necessary or desirable. If an agreement cannot be reached to the satisfaction of the ADOC within thirty (30) days of notification of intent to negotiate, the ADOC may reject Selected Vendor's proposal or revoke the selection and begin negotiations with the next Selected Vendor.

XIII. Entire Agreement

The Contract shall include the provisions in this RFP and any addendum or attachments thereto. Any proposed changes, as well as the Contract, must be approved and signed by the appropriately authorized State and ADOC officials.

XIV. Communications

A. From the date of receipt of this RFP until a binding contractual agreement exists with Selected Vendor, or at such time as the ADOC rejects all proposals, all communications between the ADOC and the Vendors will be formal, as provided in this RFP or as requested by the ADOC. Formal Communications shall include, but will not be limited to:

1. Written Requests for Clarification/Information, consistent with Section VI. Proposal Preparation and Section Criteria, I. C. and Section VI. Proposal Preparation and Section Criteria, VII. of this RFP;
2. Oral Presentations; or
3. Negotiations.

B. All formal inquiries for information should be directed to the Single Point of Contact, Ms. Mandy Speirs, by email at Mandy.Speirs@doc.alabama.gov and include in the subject line "RFP 2024-03: Inmate Communications System."

C. Failure to comply with this provision could result in disqualification of Vendor from continuing in this process.

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SECTION B

GENERAL TERMS AND CONDITIONS

I. Proposal Conditions

A. By signing a proposal, Vendor agrees to be bound by all terms and conditions of the RFP. Any exceptions to the specified terms and conditions must be clearly set forth within Vendor's proposal and are subject to the acceptance of the ADOC.

B. All Vendor proposals will remain firm and unaltered for ninety (90) days after the proposal due date shown or until the Contract is fully executed with any Vendor, whichever is earlier. An exception to the criterion will be if the Vendor is engaged in contract negotiations. That Vendor will then be allowed to make proposal modification(s), only in accordance with a request by the ADOC.

C. Vendor's provision of services must comply with all Standards and other requirements or standards as may be defined in Administrative Regulations, directives, policies, and procedures of the ADOC.

D. If any requirement of the RFP exceeds the Standards or requirements as set forth in Section II, I, C of this RFP, the requirements of the RFP will prevail. Any exception to this requirement must be specified in the Contract, or through a subsequent written mutual agreement, and be signed by the authorized representative of Selected Vendor and the ADOC.

E. The State of Alabama may make such reasonable investigations as deemed proper and necessary to determine the ability of Vendor to perform the services, and Vendor shall furnish to the State all such information and data for this purpose as may be requested. The State further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Vendor fails to satisfy the State that such Vendor is properly qualified to carry out the obligations of the Contract and to provide the services contemplated therein.

F. Vendors may be asked to submit further financial information to prove financial responsibility. Any such financial responsibility documents will be kept confidential if a "REDACTED" copy is also submitted, as provided in Section F, II, C. 4, unless otherwise required by law.

G. Upon the award of, or the announcement of the decision to award, a contract, the Alabama Department of Finance will inform the Selected Vendor in writing.

H. Only the final results of the ADOC Evaluation Committee may be considered public. Any work papers, individual evaluator or consultant comments, notes, or scores will not be considered public. The final results of the ADOC Evaluation Committee and any proposals received in response to the RFP will not be publicly available until a final Contract has received all necessary approvals.

I. The ADOC reserves the right to modify the requirements of the RFP or the Contract by: (1) changing the operational requirements or time frames, (2) adding or deleting tasks to be performed or equipment to be provided, and/or (3) making any other modification deemed necessary by the ADOC.

J. Any changes in Vendor's proposed system or pricing in response to an ADOC request, as provided in Section II, I, are subject to acceptance by the ADOC. In the event price changes or proposed service changes in response to an ADOC request are not acceptable to the ADOC, Selected Vendor's pre-award status may be rescinded. At the option of the ADOC, another selection for pre-award may be made from the Vendors that submitted a proposal, or the ADOC may open the process to re-negotiations based upon the new specifications.

K. Deadlines and other critical dates in this RFP have been provided in Attachment F. For any discrepancies between Attachment F and the dates included in this RFP, Attachment F will prevail. Failure to strictly adhere to these deadlines and other critical dates may result in disqualification of Vendor.

II. Other General Terms

A. The Contract will be comprised of this RFP and any changes or modifications made during the negotiation process. The Contract, including any attachments, will constitute the entire agreement between Selected Vendor and the ADOC. The Contract and any renewal thereof may be subject to review and approval by the Legislative Contract Review Committee and the Governor of the State of Alabama as required by State law. Modifications and waivers must be in writing and signed or approved by authorized representatives of Selected Vendor and the ADOC to be binding. Amendments or modifications may also be subject to review and approval, in accordance with State law.

B. No interpretation of any provision of the RFP or the Contract, including applicable specifications, is binding on the ADOC unless furnished or agreed to in writing by the ADOC.

C. The length of the Contract shall be two (2) years with the option for three (3) mutually agreed upon one (1) year renewals. No renewal may be at Selected Vendor's sole option. The total Contract, including any renewal, may not exceed five (5) years. If the commencement of performance is delayed because the ADOC does not execute the Contract on the start date, the ADOC may change the start date, end date, and milestones to reflect the delayed execution.

D. The ADOC will not be liable to pay Vendor for any supplies provided, services performed, or expenses paid related to the Contract incurred prior to the beginning of, or after the ending of, the term of the contract.

E. Selected Vendor will be responsible for the payment of any and all applicable state, county, municipal, and federal taxes, including sales tax, and any other taxes imposed by other governmental entities so authorized.

F. Vendor covenants that it has disclosed to the ADOC, and agrees it is under a continuing obligation to disclose, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or that may conflict in any manner with Vendor's obligations under the Contract. Vendor covenants that it will not employ any person with a conflict to perform under the Contract. Vendor further covenants that no person has an interest in Vendor or in the Contract that would violate Alabama law.

G. The Contract shall not be assignable by Vendor, in whole or in part, without the written consent of the State. Any agreement to assign any portion of the Agreement shall not constitute a waiver by the State to consent to any subsequent assignments.

H. Selected Vendor shall be an independent contractor. Selected Vendor, its agents, sub-Vendor(s), and employee(s) will not be considered to be agent(s), distributor(s), or representative(s) of the ADOC. Further, neither Selected Vendor nor any employees of Selected Vendor will be entitled to participate in any retirement or pension plan, group insurance program, or other programs designed to benefit employees of the ADOC or under the Alabama State Merit System Act pursuant to the Contract.

I. Selected Vendor, who executes the Contract for service, is contractually responsible for the total performance of the Contract. Subcontracting may be allowable at the sole discretion of the ADOC but must be disclosed as a part of the proposal or otherwise approved in advance by the ADOC. Any approval by the ADOC of any subcontract or subcontractor shall not constitute a waiver by the ADOC to consent or approve any other subcontract or subcontractor. Any subcontract shall be subject to the following conditions:

1. Any sub-Vendor providing services required in the RFP or in the Contract will meet or exceed the requirements set forth in the RFP.
2. The ADOC will not be bound to any terms and conditions included in any Vendor or sub-Vendor documents. No conditions in sub-Vendor documents in variance with, or in addition to, the requirements of the RFP or the Contract will in any way affect Selected Vendor's obligations under the Contract.

J. Selected Vendor will remain fully responsible for the negligent acts and omissions of its agents, employees, and/or sub-Vendors in their performance of Selected Vendor's duties under the Contract. Selected Vendor represents that it will utilize the services of individuals skilled in the profession for which they will be used in performing services hereunder. In the event the ADOC determines that any individual performing services for Selected Vendor is not providing such skilled services, the ADOC will promptly notify Selected Vendor and Selected Vendor will replace that individual.

K. Selected Vendor, or its employees who perform services requiring a license, permit, or certification, will have and maintain said required licenses, permits, or certifications.

L. If Selected Vendor is unable to secure or maintain individuals named in the Contract to render the services set forth in the Contract, Selected Vendor will not be relieved of its obligation to complete performance. The State, however, will have the option to terminate the Contract upon written notice to Selected Vendor.

M. Selected Vendor will consult with, and keep the ADOC fully informed as to, the progress of all matters covered by the Contract. The Selected Vendor will promptly furnish the ADOC with copies of all correspondence and all documents prepared in connection with the services rendered under the Contract. Upon request, the Vendor will arrange, index, and deliver all correspondence and documents to the ADOC.

N. Selected Vendor will be required to comply with any inspections by the ADOC and to explain deviations from the services outlined in this RFP. Failure to correct, or take reasonable steps to correct, any issues noted to the Vendor in writing within a reasonable time period, may result in a notice of a breach of contract as set forth in Section B, II, X of this RFP.

O. All documents, materials, or data developed as a result of work under the Contract will be the property of the ADOC. The ADOC will have the right to use and reproduce any documents, materials, and data, including confidential information, used in or developed as a result of Selected Vendor's work under the Contract. The ADOC may use this information for its own purposes. Selected Vendor is required to have the rights to utilize any documents, materials, or data provided by Selected Vendor to fulfill requirements of the RFP. Selected Vendor will keep confidential all documents, materials, and data prepared or developed by Selected Vendor or supplied by the ADOC.

P. Selected Vendor will supply all billings, records, evidence of services performed, or other documents as may be required for review and audit by the ADOC. Licensed materials, used as a part of fulfilling the requirements of the Contract, will be considered a trade secret to Licensors, provided that such materials are marked as confidential or in such a way that the ADOC can reasonably determine that they are licensed.

Q. Selected Vendor and its sub-Vendors will maintain books and records related to the performance of the Contract or any subcontract necessary to support amounts charged or remitted to the ADOC in accordance with applicable law, terms and conditions of the Contract, and generally accepted accounting practices. Selected Vendor will maintain these books and records for a minimum of three (3) years after the completion of the Contract, final payment, or completion of any contract audit or litigation, whichever is later. All books and records will be available for review or audit by the ADOC, its representatives, and other governmental entities with monitoring authority upon reasonable notice and during normal business hours. Selected Vendor agrees to cooperate fully with any such review or audit. If any audit indicates overpayment by the ADOC, Selected Vendor will immediately remit all amounts that may be due to the ADOC. Failure to maintain the books and records required by this Section will establish a presumption in favor of the ADOC for the recovery of any funds to the ADOC under the Contract for which adequate books and records are not available to support the purported disbursement.

R. If any term or condition of the Contract is declared void, unenforceable, or against public policy, that term or condition will be ignored and will not affect the remaining terms and conditions of the Contract, and the Contract will be interpreted as far as possible to give effect to the party's intent.

S. Changes can be made to the Contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the Contract. An increase in the price or extension of time of the contract resulting from such modification or extension shall be agreed to by the parties as a part of their written agreement to modify the scope of the Contract and may be subject to the process set forth in Section B, II, A.

2. The ADOC may order changes within the general scope of the Contract at any time by written notice to Selected Vendor. Changes within the scope of the Contract include, but are not limited to, modification of the services or programs offered. Selected Vendor shall comply with the notice

upon receipt. Selected Vendor shall be allowed to adjust pricing to compensate for any additional costs or savings incurred as the result of such order. Said compensation shall be determined by mutual agreement of the parties in writing and may be subject to the provisions of Section B, II, A.

3. Throughout the duration of the Contract, Selected Vendor may suggest changes within the scope of the Contract that include, but are not limited to, modification of the services or programs offered that may become available. Upon mutual agreement, Selected Vendor may adjust pricing to compensate for any additional costs or savings incurred as the result of such order. Said compensation shall be determined by mutual agreement of the parties in writing and may be subject to the provisions of Section B, II, A.

T. It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213, of the Constitution of Alabama 1901, as amended by Amendment No. 26.

U. Any dispute arising under, or relating to, the Contract that cannot be informally resolved by the parties will be made in writing and presented to the State for a written decision. The State will issue a written decision on the dispute within thirty (30) days. In the event of any conflict between Vendor proposal and the requirements of the RFP, the provisions of the Contract will control. Vendor will proceed diligently with performance of the Contract pending final resolution of any request for relief or adjustment, or any dispute or appeal, and will comply with any direction of the State pending such final resolution.

V. Should the parties still not be able to resolve the matter in accordance with Section II, II, U above, the following provisions shall apply: It is the State's policy to try to resolve all controversies by mutual agreement without litigation. In the event of any dispute between the state and a vendor, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail, and the dispute involves the payment of money, a vendor's sole remedy is filing a claim with the Board of Adjustment of the State of Alabama. For all other disputes arising under the terms of a contract which are not resolved by negotiation, the dispute will be resolved by the child Procurement Officer or head of a Purchasing Agency and her or her decision on the dispute will be final. The procedures to be followed for the resolution of disputes shall be prescribed by the Chief Procurement Office and will depend on the complexity of the matter. *See Ala. Administrative Code Section 355-4-6-.03.*

W. The State may terminate any Contract without penalty to the State, or further payment required, in the event of:

1. Any breach of the Contract that, if susceptible of being cured, is not cured within thirty (30) days of the State giving notice of breach to Selected Vendor including, but not limited to, failure of Selected Vendor to maintain covenants, representations, warranties, certifications, bonds, and insurance;
2. Commencement of a proceeding by or against Selected Vendor under the United States Bankruptcy Code or similar law, or any action by Selected Vendor to dissolve, merge, or liquidate;

3. Material misrepresentation or falsification of any information provided by Vendor in the course of any dealing between the State and Vendor or between Vendor and any State agency, to include information provided in Vendor's proposal;

4. For the unavailability of funds appropriated or available to the ADOC. The ADOC will use its best efforts to secure sufficient appropriations to fund the Contract. However, obligations of the ADOC hereunder will cease immediately, without penalty or further payment being required, if the Alabama Legislature fails to make an appropriation sufficient to pay such obligation. The ADOC will determine whether amounts appropriated are sufficient. The State will give Selected Vendor notice of insufficient funding as soon as practicable after the State becomes aware of the insufficiency. Selected Vendor's obligation to perform will cease upon receipt of the notice; and,

5. For convenience of the State.

X. Should Selected Vendor at any time during the course the Contract: (1) fail to perform the services according to the specifications required in the RFP; (2) fail in any respect to perform the service requirements of the RFP with promptness and diligence; or (3) fail in the performance of any agreement contained in the Contract, the ADOC will have the option, after forty-eight (48) hours written notice to Selected Vendor by registered mail, return receipt requested, to Vendor's point of contact, to take any one or more of the following actions:

1. Withhold any monies then or next due to Selected Vendor;

2. Provide such materials, supplies, equipment, and labor as may be necessary to complete said work and bring the rendition of the services up to the specification and standards required in the RFP or the Contract and pay for same. Selected Vendor will immediately remit the amount so paid upon presentation of documentation from the ADOC; or

3. Terminate the Contract, consistent with Sections B, II, W or B, II, Y.

Y. The State reserves the right to cancel and terminate any Contract, in part or in whole, without penalty, upon thirty (30) days written notice to Selected Vendor. Any Contract cancellation notice shall not relieve Selected Vendor of the obligation to return any and all documents or data provided or generated as a result of any Contract.

Z. If the State terminates for convenience, the ADOC will pay Selected Vendor for services satisfactorily provided and for authorized expenses incurred up to the time of termination.

AA. Any notice given to the ADOC under the Contract will be submitted in a timely manner. Notices will be mailed to the Alabama Department of Corrections, Attn: Commissioner, John Q. Hamm, 301 South Ripley Street, Montgomery, Alabama 36104, or P.O. Box 301501, Montgomery, Alabama 36130, with a courtesy copy to the attention of the General Counsel at the same address. Notices to Selected Vendor will be mailed to the address shown in its submitted proposal, unless otherwise specified in the resulting Contract. Notices will be sent by registered mailed, return receipt requested.

AB. Parties agree to fully cooperate with one another for the successful pursuit of their respective and mutual interests. Parties will share information and provide timely notification to one another in the

event of a claim against either party. There will be no settlement of any claim arising out of the performance of the Contract by Selected Vendor without consultation of the ADOC.

III. Filing of Protests; resolution; administrative review

§41-4-161 Code of Alabama

(a)(1) A bona fide prospective bidder or offeror who is aggrieved in connection with the solicitation of a contract may protest to the Chief Procurement Officer within 14 days of the date of issuance of the solicitation or any amendment to it, if the amendment is at issue.

(2) a. Except as provided in paragraph b., a bona fide actual bidder or offeror who is aggrieved in connection with the intended award or award of a contract may protest to the Chief Procurement Officer within 14 days of the date the award or notification of intent to award, whichever is earlier, is posted in accordance with this article.

b. A matter that could have been raised under subdivision (1) as a protest of the solicitation may not be raised as a protest of the award or intended award of a contract.

(3) A protest filed under subdivision (1) or (2) shall be in writing, be filed with the Chief Procurement Officer, and set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided.

(b) The Chief Procurement Officer, or his or her designee, may settle and resolve the protest of a bona fide actual or prospective bidder or offeror concerning the solicitation or award of a contract in accordance with rules adopted under this article.

(c) If the protest is not resolved by mutual agreement within 10 days after the protest is filed, the Chief Procurement Officer shall commence an administrative review of the protest and issue a decision in writing within 14 days of the review.

(d) A copy of the decision under subsection (c) shall be mailed or otherwise furnished immediately to the protestor and any other party intervening.

(e) A decision under subsection (c) shall be final and conclusive, unless fraudulent, or a party adversely affected by the decision appeals administratively to the Director of Finance in accordance with Section 41-4-164.

(f) In the event of timely protest under subsection (a) or an appeal under Section 41-4-164, the state may not proceed further with the solicitation or with the award of the contract until five days after notice of the final decision is provided to the protestor, except that solicitation or award of a protested contract is not stayed if the Chief Procurement Officer, after consultation with the head of using agency or the head of a purchasing agency, makes a written determination that the solicitation or award of the contract without further delay is necessary to protect the best interests of the state.

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SECTION C

STATEMENT AND SCOPE OF WORK

The ADOC seeks a comprehensive inmate communication system that will, at a minimum, meet the following goals at the best value to the ADOC, the inmates, and their family members:

- Provide PEDs and system application modules for inmates including, resources to assist in literacy programs, GED preparation, and analytical programs to help authenticate and track an inmate's educational progress. The ADOC's educational services in ADOC facilities are predominantly classroom based, and computer labs are typically only available in partnering college locations. For the most part, ADOC's in-house classrooms still rely on paper and pencil-based learning and examinations. Current high-level program areas for education include labor certifications, educational credentials, self-help, and professional development through some of ADOC's existing inmate development and partnered college programs;
- Provide constructive recreational activities that will engage the inmate population and act as an incentive for educational progress and positive behavior;
- Reduce recidivism by promoting increased secure communication options with family members at a fair cost and by providing free access to proven digital re-entry career pathways;
- Increase security and communication with ADOC staff to create greater efficiencies for individual facilities and the ADOC as a whole; and
- Automate ADOC manual processes through the use of communication system applications to help eliminate duplicate data entries, expedite and document auditing requirements for processes including, for example, PREA reports, inmate request slips, and increasing reporting capabilities.

Vendor shall be advised that the ADOC's only intention is to provide PEDs to enhance the inmate's educational abilities and to create more efficient internal process. The ADOC, however, understands that the Vendor may also provide revenue generating (commission/revenue sharing) applications.

While the ADOC is seeking a comprehensive system inclusive of an ITS, kiosks and PEDs, and VVS, in the interests of clarity, this Section and Vendor's proposal should be organized as follows:

- C. I Comprehensive System Requirements
- C. II. Inmate Telephone System
- C. III. Applications available through Kiosks and PEDs
- C. IV. Video Visitation System
- C. V. Revenue and Commission Requirements
- C. VI. Reporting Requirements
- C. VII. Other General Requirements.
- C. VIII. Cost (In a separate sealed envelope. See Section F, II, A and F, VIII.

I. COMPREHENSIVE SYSTEM REQUIREMENTS

A. Network Requirements

1. Independent and Secure Network: The Vendor shall furnish a physically separate and secure network, suitable for a correctional environment, utilizing its own network infrastructure (including Wi-Fi or other technology) without relying on the ADOC's network or State backbone.

2. Network Performance and Capacity: The Vendor's network shall consistently maintain sufficient bandwidth and capacity to guarantee a seamless user experience at each facility, minimizing buffering or delay for all offered services. Service quality shall, at a minimum, meet industry standards in regard to packet loss, latency, and jitter. The Vendor shall specify the initial bandwidth allocated for each facility, acknowledging the ADOC's right to request additional bandwidth as needed.

ADOC reserves the right to request that network standards be improved to meet reasonable user experience standards.

3. Secure and Operational Communications System: The Vendor shall be solely responsible for providing a secure, operational, and turn-key communications system, including all interfaces with the regulated common carrier and the availability of necessary network facilities.

4. Data Replication and Disaster Recovery: The Vendor's system data and facility platform settings shall be redundantly replicated across multiple commercial and correctional-grade network data centers to ensure disaster recovery capabilities.

5. Additional Security Gateway: The ADOC reserves the right to mandate the implementation of all Vendor-provided platforms and solutions through a designated ADOC security solution as an additional layer of security.

6. Continuous Network Diagnostics: The system shall be designed to perform uninterrupted self-testing diagnostics of the network. The Vendor shall detail their diagnostic system, ensuring:

- a. continuous operation without ADOC intervention, and
- b. immediate notification of any detected issues to the Vendor's designated support staff.

7. Network Architecture: The Vendor shall provide a comprehensive description of the proposed network architecture, specifying any variations based on individual facility locations.

8. Server/Systems Location: The Vendor shall clearly identify the location(s) of the servers/systems within the proposed network.

9. Network Equipment and Compliance: The Vendor shall provide a detailed description of the proposed network equipment, highlighting how it meets or surpasses the ADOC's network requirements. The Vendor acknowledges that these requirements may evolve during the contract term and must remain compliant with any updates.

10. Wiring and Cabling: Considering the diverse physical layouts of ADOC facilities, the Vendor shall outline the specific wiring, cabling, and fiber optic (including air fiber) requirements for each facility. Please describe the solution.

B. Network Security

1. Network Security Overview: The Vendor shall implement comprehensive network security measures to prevent unauthorized access, hacking, and internet access, including but not limited to remote device management. A detailed overview of the Vendor's network security architecture and protocols shall be provided.

2. Data Storage, Retention, and Penetration Testing: The Vendor shall clearly describe its data storage and retention policies, including data types, retention periods, and secure storage methods. Additionally, the Vendor shall detail its network penetration testing procedures and frequency, including the scope of testing and remediation plans for identified vulnerabilities.

3. Data Security in All Formats: All data and recordings, regardless of format or storage location, shall be maintained in a secure environment, including data transferred to external media, transmitted via email, or stored on any device. Specific security measures for each format and location shall be outlined.

4. Independent Recording and Monitoring System: The recording and monitoring system shall be integrated and function independently of any other systems, ensuring data integrity and preventing unauthorized access through external dependencies.

5. Secure Wireless Network: Wireless connectivity shall comply with current industry standard encryption protocols, including but not limited to WPA3. The network shall not broadcast the service set identifier (SSID), further minimizing unauthorized access.

6. Intrusion Detection and Prevention: The wireless network shall incorporate intelligent intrusion detection and prevention capabilities to proactively identify and respond to potential threats.

7. Data Encryption at Rest: All data stored on any device or system within the network shall be encrypted at rest using industry-standard encryption algorithms.

8. Data Storage Location: All data storage shall be located within the continental United States of America. Specific data center locations and security measures shall be identified.

9. Network/Data Breach Liability and Notification: The Vendor shall bear sole responsibility for any network/data breaches and unauthorized disclosures. This includes the obligation to promptly notify all affected parties in accordance with applicable data breach laws and regulations. The Vendor shall outline its response and notification procedures in case of such incidents.

C. Integration and Interfacing

1. Interface with ADOC Systems: The system must be able to connect and exchange data with the ADOC's Offender Management System (OMS), including specific functionalities such as commissary services and inmate transfer data (ITF). This integration will enable functions like traffic management, system administration, call blocking, and maintenance diagnostics.
2. Real-Time Data Exchange: The system must provide an Application Programming Interface (API) using the REST architectural style. This API will facilitate real-time data exchange between the system and the ADOC's systems. Standard protocols and data formats like HTTP/S, JSON, or XML will be used for seamless communication.
3. Database Compatibility: The system must be compatible with and able to interact with the ADOC's existing relational database management systems based on Microsoft SQL Server. This ensures data consistency and ease of integration with existing infrastructure.
4. Data Sharing: The system must be able to export and share information in a format readily usable by the ADOC upon request. This format shall be electronically transferable and adaptable to the ADOC's needs.
5. ITF Interface: The vendor needs to detail their process for interfacing with the ADOC's ITF system. This process must be free of any transaction or transfer fees.

D. Hardware

1. Correctional Grade Equipment: The system shall provide high-security inmate equipment such as phones, kiosks, video visitation, and personal electronic devices (PEDs) with ready-to-use applications.
2. Inventory Management: Upon installation (initial and ongoing), the Vendor will provide ADOC with a detailed inventory of all PEDs, charging stations, equipment specs, and their locations.
3. Real-Time Inventory Tracking: The Vendor shall offer ADOC continuous, accessible access to a real-time inventory of all equipment locations (including PEDs, access points, etc.) for each facility.
4. Scalability: The proposed equipment, software, and infrastructure must be adaptable to accommodate ADOC's future needs at no additional cost, commission reduction, or increased rates for ADOC or inmates.

E. Installation

1. Minimizing Disruption: The system installation must be professional and minimize disruption to facility operations.
2. Inmate Inaccessibility: Equipment and infrastructure should be reasonably out of reach for inmates.
3. Installation Timeline: ADOC seeks completion by October 1st, 2024. Vendors must submit a detailed schedule covering installation, utility coordination, cutover, testing, and training.

4. Delays by ADOC: Any ADOC-caused delays will extend the installation timeframe, but the Vendor must submit a revised schedule.
5. Thorough Testing: The Vendor must confirm system and device functionality before leaving each facility. The system must be free of defects, irregularities, unprofessional installation, and code violations. Thorough testing must be completed 30 days prior to installation/conversion for each system component.
6. ADOC Involvement in Testing: The Vendor should clearly explain what tasks ADOC personnel will have during system testing.
7. Vendor Responsibility for Loss/Damage: The Vendor assumes the risk of loss or damage during shipment, unloading, and installation.
8. Vendor Costs: The Vendor is responsible for all installation costs and maintenance expenses.
9. Replacement Responsibility: The Vendor must replace the entire system or individual components regardless of the cause, including wear, inmate abuse, natural disasters, or unrest.

F. Uninterrupted Power Supply

1. All System equipment at each facility must be provided with an uninterruptible power supply (UPS). The UPS must prevent potential problems in the telecommunications system caused by power outages, surges, and spikes.
2. Vendor is responsible for coordinating with ADOC to ensure that all System equipment is installed in a location with a sustainable power supply for the equipment without interruption to the ADOC.

G. Geographical Access - Inmate access shall be in available housing units, educational areas, recreation areas, religious areas, and law libraries.

H. Authentication

1. User Authentication: The system must authenticate both inmates and end users for all services.
2. Inmate Authentication: Vendor must explain how inmates log in, using a multi-layered system linked to their AIS number and a PIN. Inmates should be able to resolve basic authentication issues without contacting the Vendor. ADOC should be left out of the process as much as possible.
3. User Access Control: A multi-level password system based on access needs will be used for authorized users. Pre-set security levels or individual access permissions based on job requirements will be available. Access levels should include inmate accounts, monitoring, and call searching. An administrator password level will be available for specific staff, allowing them to set user access for others.

I. Inmate Users

1. Inmates should be identified in the system using the predefined AIS number. Duplicate AIS numbers may not be allowed in the System.
2. The System shall allow ADOC authorized users to create, add, or modify AIS numbers in the System.
3. When an individual AIS number is added or modified in the System, the System shall document the date, time, and the authorized user or system making the change.
4. Upon an inmate's release or transfer out of ADOC custody, the inmate's account must be deactivated. Upon deactivation, the inmate's activity and data shall be stored in accordance with retention requirements set by ADOC to allow for monitoring and administration by ADOC.

J. Authorized Users

1. System must provide access to ADOC staff with multiple levels of access according to the needs of that staff member including wardens, system administrators, or investigators.
2. System must provide a user log that will show attempted access, Authorized User access to the System, time and date of each access, action taken during that access, and the IP address that logged into the System. Only those users with administrator level access should be able to review the user log.
3. The System shall have remote access capability only for authorized user over a secure connection. MFA shall be required for any remote access.

K. System Access

1. The System must provide the ADOC with a means of controlling general access to services.
2. The System must allow for multiple on and off time schedules set by individual facilities. The Vendor should be aware that ADOC facility settings will not be the same at all twenty-eight (28) facilities.
3. ADOC facility personnel must have the ability to limit the length of calls or visits.
4. System must allow the ADOC to approve different time limits, per inmate, for each of Systems uses including, but not limited to, ITS, PEDs, and Kiosks.
5. System must allow authorized users to perform a remote shutdown by device, by group, by facility, by housing unit, or by all System.
6. ADOC must be able to shut down the communications system via a workstation, the communications system user application, and/or by cut-off switches at several locations including a demarcation location and central control.

L. Inmate Suspensions or Restrictions - Authorized Users must be able to suspend an AIS for a predetermined amount of time. AIS suspension must occur across all communication system applications, except for attorney visits through the VVS. Vendor shall describe how inmates can be placed on suspension and how the suspension capabilities are handled across other System interfaced applications.

M. Alerts

1. The ITS should provide remote alert notifications of calls, text messages, and VVS from specific inmate, PED, terminal, and calls to designated destination phone numbers or End Users. The ITS must allow Authorized Users the ability to add or remove alerts for any of these categories.
2. Regarding phone call alerts, when the ITS detects a call matching the alert criteria, it must automatically notify Authorized Users by email or by forwarding the phone call to designated phone numbers. Alerts involving the forwarding of calls should prompt the Authorized User for a security code, and, after receiving a proper code, conference them into the call. The Authorized User shall be undetected by the inmate and End User; however, the Authorized User shall have the ability to disconnect or interrupt the communication event.
3. The Vendor's system shall have the capability to send email alerts to Authorized Users regarding VVS with designated visitors, suspicious activities, and STG activity based on pre-set criteria in the Vendor's system. These alerts may be based, for example, on communication between specific inmates or between inmates with known STG affiliation.
4. The ITS shall provide alerts to Authorized Users in the event of suspicious activities, including keyword recognition (both written and oral), inmates utilizing the same PIN, inmate-to-inmate communications, AIS sharing and calls from multiple inmates to the same destination numbers.

N. Blocked Individuals

1. The System must be capable of blocking an unlimited number of individuals by an Authorized User. Vendor must describe the method for this.
2. System should cross reference any identifiable information associated with a blocked individual including name and phone numbers when authenticating an end user.

O. Multilingual Accessibility

1. Automated operator services and voice prompt instructions provided by the System must allow for bilingual options, at a minimum of English and Spanish. At ADOC's option, up to ten (10) languages may be required. If requested, additional languages must be incorporated within thirty (30) days. Vendor shall provide a list of all languages currently available.
2. Automated Operator Services must allow end users, in addition to the inmate, to select the available preferred language for the call and/or communication event.

3. Vendor must provide instructional brochures and informational fliers in both English and Spanish for inmates and end users.

P. Maintenance and Service to the ADOC

1. Vendor shall provide service policies and procedures as an attachment to their proposal.

2. The System must provide an integrated help function to the ADOC for system operation, administration, reporting, and management functions. Vendor shall provide both a single point of contact and backup person who will be responsible for ongoing account management and support for each of the ADOC twenty-eight (28) facilities.

3. Vendor must have an online trouble report ticketing system that is accessible by ADOC personnel. The trouble reporting system must maintain all complaints, date of complaint, type of complaint, resolution of complaint, and resolution date of the complaint. Vendor shall provide an example of a trouble report. The ticketing system shall allow for the following:

a. The Vendor must ensure that all maintenance email requests and calls from ADOC personnel are automatically added to the Vendor's trouble reporting system. The ADOC must automatically receive a trouble report number when a ticket is opened and a resolution or confirmation when a trouble report is closed via email.

b. The System shall have the capability to allow ADOC to create, view, and track all service tickets associated with the System.

4. Vendor shall provide a live help desk support function to the ADOC at no additional cost during the term of this agreement. Help desk function must be capable of providing support via telephone to ADOC facility personnel for the functions of the communications system. This live help desk must be available seven (7) days per week, twenty-four (24) hours a day and must allow for bilingual (English and Spanish) speaking assistance. Call center wait times shall be no greater than five (5) minutes.

5. Vendor shall provide the ADOC with the escalation procedures for handling System customer support issues including, maintenance, outages, and reporting issues for the ITS, PEDs, VVS, and other Vendor supplied technologies. The description shall include the contact names, contact numbers, email addresses, and level of authority for the person(s) responsible for escalated issues. The escalation procedures shall, at a minimum, comply with the following criteria:

a. For any of the following occurrences, Vendor must respond to the service problem within two (2) hours of initial trouble report by the ADOC through the use of remote testing or access. Should the communications system and/or devices not be accessible for remote access, the Vendor must have a qualified technician, suitably equipped for the installed system and equipment, on site at the specific ADOC facility within four (4) hours from the time of initial trouble report. In the event Selected Vendor identified any of the occurrences enumerated below, Selected Vendor must notify ADOC immediately and provide an estimated restoration time. Selected Vendor will provide updates every four (4) hours until service is restored.

Response to these conditions must be performed seven (7) days per week, twenty-four (24) hours a day.

- i. A failure of any part of the mechanical communications system, its common equipment, or power supplies which render the system incapable of performing its normal functions;
 - ii. A failure of the recording function or any of its components affecting the full recording operation;
 - iii. A failure of 50% or more of the inmate telephones, VVS stations, and or inmate kiosks in any one area within the specified ADOC facility;
 - iv. A failure of any communications event which results in the ability of inmates to place visitation sessions without the use of proper authentication;
 - v. A failure of the system's disabling functions and procedures proposed by the Vendor; and,
 - vi. A failure to monitor any selected visit or call via a live feed.
- b. For all other services, Selected Vendor must respond to the service problem within four (4) hours of the initial trouble report by ADOC through the use of remote testing or access. Should the communications system and/or devices not be accessible for remote access, the Vendor must have a qualified technician, suitably equipped for the installed system, on site at the specific ADOC facility within twelve (12) business hours from the time of initial trouble report. Business hours are defined as 8:00 a.m. to 5:00 p.m. CST, Monday through Friday, except for State holidays. After hour facility entrance must be pre-approved by applicable facility warden and documented through application system trouble reporting log and/or emailed confirmation.
6. The Vendor must provide planned technology upgrades, and ADOC must be provided with a ten (10) day written notification prior to Vendor loading any new software features.

Q. Call Center for End Users

1. Vendor shall provide a Call Center, available to end users with questions or scheduling issues. In its proposal, Vendors shall provide the following information:
 - a. a contact number to Vendor's customer service Call Center;
 - b. whether Vendor's Call Center defaults to an IVR or a live customer service representative. Providing only IVR or website assistance will not be acceptable;
 - c. live Call Center hours and days of business;
 - d. average Call Center hold times; and,
 - e. procedure(s) for handling multi-language End User complaints.

R. Disaster Recovery Plan

Vendor shall detail its disaster recovery plan. This plan should outline the Vendor processes, policies, and procedures relating to the recovery of services and data requirements as specified in this RFP preceding and/or following a natural or human-induced disaster. At a minimum, the disaster recovery plan must address the following:

1. A localized event affecting only the Vendor's facilities, infrastructure, and personnel;
2. A localized event affecting only ADOC's facilities, infrastructure, and personnel; and,
3. A broad geographic event affecting both the Selected Vendor and ADOC.

S. Investigative Suite

1. The System must include an investigative software suite for authorized users that includes the following minimum capabilities:
 - a. Allow administrative user to allow designated users the ability to create inmate intelligence files, share notes with other investigators, and provide notes and auditing reports;
 - b. Provide authentication process tools including the use of voice recognition software on recording to identify individuals through biometrics, capability to import external voice recordings to check against current or previous inmate and/or voice communication events;
 - c. Allow for Crime Tip Voicemail box and/or similar voicemail boxes free of charge;
2. Vendor shall provide screen shots for each investigative software option that will require manual ADOC personnel input and describe any automated options that can be authenticated through system integration and/or Vendor interface.
3. Vendor shall identify any possible gang related investigative case filing capabilities that could be automatically activated based on selective inmate database fields.
4. Vendor shall describe its capabilities to automatically open an investigative case file for each PREA report. Vendor shall state if the System has the ability to transcribe the PREA voice file into a readable format that can be emailed or texted to ADOC personnel. If available, Vendor shall provide screen shot of communication event.
5. Vendor shall describe any intelligence support available including phone forensics with analytical support.

T. Training

1. Selected Vendor shall provide full training on each of the multiple aspects of the System's operation. The ADOC will not sign off on a successful installation until training sessions are

complete. Vendor must include the title and qualifications of the Vendor's staff member(s) who will have the overall responsibility of training.

2. The Vendor is required to hold training sessions at each of the ADOC facilities immediately before and/or after each component's installation. The Vendor shall provide multiple facility specific training sessions based on user group levels. Vendor must provide a complete training schedule based on the following minimum requirements:

a. Training must be provided to ADOC facility personnel and inmates on site at each of the twenty-eight (28) ADOC facilities.

b. Training for various levels of department personnel including full-time system administrators, part-time system administrators, special investigators, data entry specialists may be performed regionally. Vendor shall provide a user level chart with all available system features.

c. Full training is expected for all assigned system users on how to create, delete, and modify inmate profiles, approved inmate telephone number lists, blocked numbers, allowed global numbers, privileged numbers, free numbers, warden approved inmate-to-inmate numbers, PEDs, and VVS.

d. The Vendor shall conduct semi-annual refresher/new user training. This training may be virtual.

Describe any advanced system training or ongoing training that may be available the ADOC facility personnel, whether provided on-site at a specific facility or via webinar.

e. Full training shall be provided for Authorized Users based upon accessibility for the following topics:

i. How to generate CDR search queries or otherwise access required reports;

ii. How to create inmate and called party communication system alerts;

iii. How to change inmate restriction levels; and

iv. How to conduct recording and live monitoring of communication events, playback of communication events, and transfer files to other media for playback at off-site locations.

3. Ongoing system training for existing ADOC facility personnel and additional training for new personnel must be offered. The Vendor may have the ability to provide ongoing training through multiple video conferencing options. Describe any advanced system training or ongoing training that may be available the ADOC facility personnel, whether provided on-site at a specific facility or via webinar.

4. The Vendor shall provide dedicated personnel to the ADOC on site to act as training coordinators and technical representatives to conduct training and to aid in problem resolution.

5. Describe any advanced system training or ongoing training that may be available the ADOC facility personnel, whether provided on-site at a specific facility or via webinar.

U. Contract Staff

The Vendor should provide a minimum of twelve (12) staff who will be assigned full-time to work out of ADOC-Special Services. These staff will be providing assistance with investigative requests and necessary administrative tasks. The ADOC will provide office space for contract staff. A list of skills and abilities required for contract staff will be identified by ADOC. ADOC will interview, do background checks, and approve all of the on-site contract staff before assignment. Six of the contract staff must be in place within 30 days of contract award. The remaining six or more contractors shall be in place within 90 days of contract award. Vendor will be responsible for providing all required computer equipment for their staff. During the contract term, any vacancy must be filled within thirty days. At contract termination, there will be no restrictions on the current contract staff transitioning employment to a new Vendor, if mutually agreeable. These contract staff shall be the following:

1. One (1) Intake Specialist – Intake Specialist will be responsible for processing incoming devices utilizing best practices for evidence handling (photographed and logged into ~~applicable database as specified by the ADOC evidence/case management systems~~) and following the agreed upon screening/inventory process with an expected processing rate of 20 devices per day. Intake Specialist will also be responsible for repackaging phones that are of evidentiary value, after first being forensically evaluated. The Intake Specialist will also perform quality assurance checks and perform required updates on all Forensic Lab equipment and systems, ensuring they meet industry standards for best forensic practices.

2. Two (2) Digital Forensics Lab Technicians-Digital Forensics Lab Technicians will be responsible for processing the forensic data extraction of all contraband cell phones/mobile devices with an expected extraction rate of 50 devices per week per Digital Forensics Lab Technician. Digital Forensics Lab Technicians will also be responsible for uploading phone extraction reports into ADOC case management systems and will provide the ADOC with an extraction summary report for each device extracted.

3. Three (3) Intelligence Analysts - Intelligence Analysts will be responsible for reviewing the extraction summary report for actionable intelligence to include, but not be limited to: MMS, SMS, photographs, email, account user information, items that were deleted but recovered, contacts, call records, voicemail messages, and videos. Intelligence Analysts will then cross correlate all the extracted information to create and provide an Intelligence Summary Report to the ADOC. The expected production rate will be 40-50 intelligence summaries per week per Intelligence Analyst. Intelligence Analyst shall be responsible for uploading all data into Cellebrite Pathfinder to perform case deconfliction and link analysis.

4. Three (3) STG/intelligence Analysts - STG Intelligence Analysts will be responsible for all Intelligence developed in the field by ADOC STG investigators and other available sources. STG Intelligence Analysts will then cross correlate all the information to create and provide actionable intelligence to the ADOC. Additionally, STG Intelligence Analysts will be assigned targeted gang

and Racketeer Influenced and Corrupt Organizations (RICO) cases that are actively being worked by the LESD, local and federal partners.

5. One (1) Intelligence Operations Program Manager -The Intelligence Operations Program Manager will directly supervise all Vendor-provided personnel to include the hiring process and any necessary corrective actions with the approval of the ADOC. The Intelligence Operations Program Manager and the ADOC Senior Forensic Technology Examiner will have shared operational control of the Forensics Lab. Additional responsibilities of the Intelligence Operations Program Manager include, but are not limited to, the following:

- a. Provide weekly and monthly reports to the ADOC for tracking, validation, best practices, and trends in intelligence.
- b. Process ITS monitoring requests received from the ADOC and ensure the SARs are accurate and provided in a timely fashion to the ADOC.
- c. Provide advanced training to ADOC staff on Vendor's ITS and provided additional technologies.
- d. Implement any needed changes or additions to the Forensics lab as directed by the ADOC.

6. Two (2) Miscellaneous Staff – Perform inventory control and other administrative requirements that may arise.

V. Investigative Workstations

The Vendor shall initially provide twenty-three (23) investigative workstations as part of this contract. An additional five (5) workstations may be requested during each contract extension at no cost to ADOC. All provided workstations will be replaced with state-of-the-art upgraded equipment at a minimum of every three (3) years. Describe what equipment will be provided and how it will meet these specifications. The workstations at a minimum will consist of the following components:

1. Twenty (20) Personal Computers with Windows 10 or more current operating system, for use by the Forensic Lab. These computers must have the ability to be networked with the Vendor's network as well as the State's network.
2. One (1) Apple Computer with the latest Apple operating system, for use by the Forensic Lab in the operation of both GrayKey units. This computer must have the ability to be networked with the Vendor's network as well as the State's network.
3. Two (2) Personal Computers with Windows 10 or more current operating system, for use by the two miscellaneous contract staff performing inventory control and other administrative requirements. These computers must have the ability to be networked with the Vendor's network as well as the State's network.
4. Dual flat screen monitors (minimum 17") or single ultrawide curved monitor (minimum 34") to allow for multiple windows to be displayed.

5. Fourteen (14) of the PC based workstations shall be equipped with a high-quality wireless Bluetooth noise cancelling headsets to allow the private review of mobile forensic audio/video files, call recordings or live call monitoring.
6. Three (3) color laser printer/copiers and all required printer cartridges for the term of contract.
7. Microsoft Office Software – Most current business version that includes MS Word, MS Excel, MS PowerPoint compatible with viewing and changing documents created in MS Word 2010 and more recent versions.
8. Adobe Reader Software, most current version
9. Vendor is responsible for providing connectivity for the computers.
10. Browsers:

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

- Microsoft Internet Explorer
- Mozilla Firefox
- Google Chrome

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

11. The Vendor must ensure all of the provided workstations feature the following forensic software systems as specified below (see Attachment G).
 - a. Ten (10) PC workstations licensed to operate the latest version of Cellebrite Physical Analyzer/Inseyets.
 - b. Six (6) PC workstations licensed to operate the latest version of Cellebrite UFED 4 PC/Inseyets.
 - c. Two (2) PC workstations licensed to operate the latest version of Cellebrite Premium as a service (Unlimited Unlocks and Extraction Annual Subscription) and two (2) Cellebrite Premium Adapters. The ADOC will assume the cost of Cellebrite Premium for year 1 of the contract. The Vendor will assume the cost of this system for year 2 and subsequent years.
 - d. One (1) Apple computer licensed to operate the latest version of GrayKey Premier (Unlimited iOS and Android Extractions) and two (2) GrayKey units. The ADOC will assume the cost of GrayKey Premier for year 1 of the contract. The Vendor will assume the cost of this system for year 2 and subsequent years.

12. The Vendor will provide at least 5 PC based mobile laptops that will be rotated among on call staff to be used for forensic field operations, and after-hours emergency investigative work. The devices will have the same capabilities as full-size workstations. The mobile device must be able to operate in locations where network or Wi-Fi access may not be available.

W. Training: The Vendor will ensure the following minimum training standards are maintained. All training attended must relate to assigned duties and be beneficial to the position and the ADOC.

1. All Forensic Lab contract staff must be certified in both Cellebrite and GrayKey systems.
2. Forty (40) hours per year of continued education training will be provided for the Forensics Lab Intake Specialists and Digital Forensics Lab Technicians.
3. Sixty (60) hours per year of specialized intelligence/forensic training will be provided the Forensics Lab Intelligence Analysts.
4. The Vendor shall also fund at least ten (10) ADOC staff to be Cellebrite and GrayKey certified at all times.

II. INMATE TELEPHONE SYSTEM

A. Inmate Telephone Sets

1. All inmate telephones must be FCC approved. Vendor shall provide a picture of the proposed inmate telephone instruments intended to be used.
2. The Selected Vendor must install new correctional grade inmate telephone sets that meet the following minimum requirements:
 - a. Sets must be made of heavy gauge steel construction with armored keypad, volume control buttons, and digital handsets;
 - b. The handsets must include internal handset confidenciers;
 - c. All units must be provided with a handset cord, which will withstand at least 800 pounds of longitudinal tension, and with industry standard safety length cords; and
 - d. Each station must be wall mounted and secured with special security type screws. Some locations will require a bar mount. Keyed locks are not acceptable.
3. Telephones, and their locations, must be in full compliance with the Americans with Disabilities Act (ADA), and, if applicable, the Rehabilitation Act of 1973, and all other applicable laws and regulations. Telephones must be accessible to inmates who have limited mobility. At a minimum, the Vendor must provide one (1) integrated TTY unit for each of the twenty-eight (28) ADOC facilities. The TTY should provide call printouts for all communication types.

4. Each set shall include brief dialing instructions including any ADA specific information. Provide a copy of these instructions in the proposal.
5. The Vendor must provide three (3) industry standard cordless integrated phones for use in each applicable facility infirmary and/or in other necessary situations.
6. The PEDs shall possess a telephone application that will allow the PEDs to be utilized as a telephone through the ITS.

B. Phone Quality

1. Vendor shall provide a sufficient size of bandwidth and network resources needed to accommodate for jitter, latency, and packet loss to ensure inmates are allowed to place calls 99.5% of the time. The ADOC reserves the right to require Vendor to revise its configuration to ADOC's reasonable satisfaction to resolve any inmate complaints of reception degradation or unavailable service which arise as a result of Vendor's ITS configuration.
2. The reception quality shall meet telecommunication industry standards and shall be at least equal to the quality available to the general public at a Mean Opinion Score (MOS) score of at least 4.0.
3. Vendor shall accept ADOC's reasonable decision regarding whether the reception quality is acceptable. Reception and playback voice quality will be imperative to the success of any possible voice biometric requirements.
4. The system should utilize current technology in centralized and replicated data centers using industry standard or better compression codecs. Vendor shall list the industry standard codecs used for call and/or communication event compression.

C. Diagnostics Testing

Vendor shall ensure continuous diagnostics and supervision for call processing and call recording. Vendor shall be capable of performing remote diagnostics to the ITS to determine if a problem exists with the telephone, station port, or channel.

D. Types of Calls

1. The ITS must be capable of completing collect, prepaid, integrated debit, free calls, and speed dial translated calls from inmates to their assigned destination numbers. No person-to-person calls will be allowed. The ADOC understands that traditional collect calls are presently being handled by Vendors as direct billed calls due to the LECs discontinued collect call billing practices.
2. No incoming calls are allowed.
3. The ITS shall be capable of processing and completing international collect calls.

4. Vendor shall rate all calls to U.S. Territories including, but not limited to, Puerto Rico, U.S. Virgin Islands, Guam, American Samoa, and Saipan/Mariana Islands as Domestic International. Calls to all other countries shall be rated as International.

5. The ITS shall be able to accommodate pro-bono calls to consulates for all countries which may be required for ICE detainees. Vendor shall accept ADOC's direction as to how pro bono calling services are configured via the ITS.

E. Fraud Prevention

1. Vendor shall aid in controlling fraudulent use of the ITS by interference with secondary call patterns, additional DTMFs following call connection, termination of calls, if a second dial tone is detected, and prohibition of hook switch dialing. Vendor's ITS must not provide access to an outside network after a call has been completed.

2. The ITS shall prevent call collision or conference calling among telephone stations and/or Vendor provided devices, provided, however, that Vendor cannot charge the inmate or the called party for any three (3) way call attempts or calls.

3. The ITS must have the ability to block the inmate from dialing a certain number of digits after a call has been completed. The ITS must log all DTMF dialed attempts by an inmate or Called Party for investigative purposes.

4. The ADOC will bear no responsibility for the loss of revenue as a result of fraudulent use of the telephone service. Fraudulent calls must be the sole responsibility of the Vendor.

5. The ITS shall prohibit inmates from:

a. Direct-dialed calls of any type;

b. Access to a live operator for any type of calls;

c. Access to 411 information services;

d. Access to 911 calls;

e. Access to 800, 866, 888, 877, 900, and any other 800 or 900 type services; and,

f. Access to multiple long-distance carriers via 950, 800, and 10 10-XXX numbers.

6. Upon detection of impermissible use of the ITS, the ITS should have the capability of the following:

a. play or otherwise display a warning message to the inmate and the Called Party;

- b. Notify a designated ADOC Staff Member and allow an Authorized User to mark the call, disconnect the call, or both.

F. Telephone Lists and New Numbers

1. ITS must import and assign all existing PINs, blocked, privileged, and free numbers from incumbent ITS provider. This information will be provided via .txt or .xls or equivalent format. Vendor shall include in its proposal how this process will be automated.
2. ITS must be able to validate any new numbers to ensure that it does not belong to a public pay phone, a prepaid cellular phone, or to a blocked individual. Authentication may be done, for example, with reverse number look up; call center authenticated address; automated End User background checks; or biometrics.
3. ITS must track and provide reporting abilities for new numbers.
4. System shall have a phone list option. When enabled, the system shall restrict outgoing phone numbers to a pre-determined list of phone numbers approved for that inmate.

G. Interactive Voice Recognition (IVR) System

1. The ITS shall allow for an automated IVR system for inmates to utilize the ITS.
2. The IVR shall be set up with Speed Dial numbers, which are integrated within the ITS that can allow inmates to send PREA, Grievances, and Crime Tips voice messages that can be automatically emailed to a designated ADOC user email addresses.
3. The ITS must be designed to use an automated operator to place inmate calls with concise instructions for each type of call allowed. Each Vendor must provide a clear description of all automated operator services that will be used for inmate calls.
4. IVR shall provide inmates with a list of call prices available. All voice prompts must provide verbal rate quote that is equal to, or lower than, the total charged amount. At no time shall the Vendor quote lower voice rates than are charged for the total billed price. Call types that are available at the lowest total price must be presented first.
5. Vendor shall describe if IVR can translate multiple languages into English. List applicable languages.

H. Call Initiation

1. The ITS shall provide the capability for inmates to pre-record an inmate name for use in placing calls. The pre-recorded name cannot be longer than two (2) seconds and must allow the applicable ADOC facility to listen and delete if necessary.
2. With each call, the ITS must provide a free, automated message to advise the Called Party that:

- a. The call or communication event is coming from an Alabama correctional facility;
 - b. The call or communication event is coming from a specific inmate by using the pre-recorded name;
 - c. The call or communication event may be monitored and recorded; and
 - d. Identify the type of call (collect, pre-paid, free) being placed to the Called Party.
3. Call acceptance by the Called Party shall be accomplished for all calls through Dual-Tone Multi-Frequency (DTMF) confirmation (positive acceptance). Voice recognition is not an acceptable method for positive acceptance.
 4. A Called Party must have the option to automatically block the number at the time of the call attempt if they choose not to accept the call.
 5. Following the dialing sequence, Vendor shall indicate whether the ITS can be configured to either:
 - a. Allow inmates to remain muted while still being able to hear the call progress (ex: ringing on the line, voicemail pick-up); or,
 - b. Place the inmate on-hold and not permit the inmate to hear the call progress.
 6. In no event shall the inmate be allowed to communicate with the Called Party until the call is positively accepted.
 7. The ITS shall be capable of recognizing and distinguishing standard or irregular busy signals, standard or irregular ringing signals, answering machines, voicemail, cellular telephones, ring-back tones, and/or chain dialing.
 8. For calls that are not completed, the ITS shall play a recorded message to the inmate detailing why the call was not completed. ADOC reserves the right to request Vendor to modify/revise the recordings at any time during the Contract and within thirty (30) days of the request.
 9. The ITS must record the method in which the call and/or communication event was accepted or denied. Further, the ITS must record the method in which the call and/or communications event was terminated.

J. Access and Restrictions

1. As specified by ADOC, the ITS shall have the capability to allow calls to specific numbers at specified times during the day. For example, only calls to the investigative or PREA hotline may be available after hours. This may vary by facility.

2. Call duration, call velocity (# of calls allowed within a specified time frame), programmable free calls, and phone usage periods must be programmable by individual inmate.
3. The Vendor must confirm each individual housing unit telephone to the applicable 66 connection block and the applicable network card location through the set id within the System.
4. The ITS should allow Authorized Users in designated roles to terminate an inmate call in progress instantly via an internet connection. No additional hardware or software should be required.

K. Call Recordings

1. The ITS must provide a fully integrated, digital recording component for use in recording inmate telephone calls.
2. The ITS must record both sides of the conversation from the time an inmate picks up the handset until the completed call has ended. Recordings will be made available to the ADOC only if the call is completed.
3. The ITS shall have the capability of making a permanent record of the entire recorded call or a portion of said specified call. If Vendor uses internal and proprietary compression codecs, then Vendor must provide the ADOC with the option of exporting recordings and/or videos in a non-proprietary industry standard, for example .wav or codec, file format. System must allow recorded calls to be transferred to a CD, MP3, or WAV file or other electronic medium for transport and replay on any computer with audio capabilities.
4. The ITS must allow Authorized Users to play back a recording via secure connection. Authorized Users must be provided with the ability to search by individual AIS, specific date and time criteria, individual destination numbers, individual inmate telephones, or a group of inmate telephones. Playback of recorded calls shall not require any media change.
5. The ITS must provide a playback history list of a recorded call(s) to determine Authorized User that has listened to the recorded call.
6. The ITS must be programmed to not record any privileged or attorney calls.
7. Vendor shall describe if recordings can be automatically transcribed into a Microsoft Word, .pdf, or equivalent file type.
8. The recording feature of the ITS must store call recordings for at least five (5) years. The selected Vendor must maintain such records as accessible online to the ADOC at no cost. Via a workstation, the System must allow Authorized Users to lock call recordings to ensure their retrieval beyond the on-line storage period. Once a call recording is locked, it must be available on-line until unlocked.

L. Live and Remote Monitoring

1. The ITS shall allow for live monitoring of calls. This feature should be available via secure internet connection and/or remotely to a telephone number specifically designated by the system administrator.
2. Monitoring must not be detectable by the callers.
3. The ITS must allow for live monitoring in real time, without any interference to existing recording operation.
4. Certain authorized users shall have the ability to easily select the telephone, device, or call. This capability must be provided via a secure password level and internet connection.
5. Authorized Users shall have the capability of interrupting ongoing calls and talking to both parties (the inmate and the Called Party).

III. PERSONAL EDUCATIONAL DEVICES (PEDs)

A. Content

The main purpose of allowing PEDs is to provide an enhancement to educational services. It is not ADOC's intent to remove any existing college or vocational school opportunities from inmates, but rather to enhance them through Vendor related e-learning devices. Other content, however, may be allowed on the devices.

1. Vendor shall provide an overview of any educational content that can be provided on the System. At a minimum, educational content should include: (1) elementary through high school curriculum (K-12); (2) HSE/TASC curriculum; (3) WIOA-compliant services; (4) self-help programing; (5) post-secondary courses; (6) career readiness programing/courses; (7) literacy programing/courses; (8) a learning management system to track courses; and (9) online testing.
2. Educational content provided by the Vendor must be self-directed and self-paced, but allow ADOC or ADOC's approved partnering colleges to have access to an individual inmate's progress.
3. All available applications and any provided content must meet the standards for use in a correctional environment and be screened by the Vendor to ensure such.
4. Vendor shall provide a list of all available applications, features, and functionalities available on PEDs or Kiosks. Throughout the duration of the Contract, Vendor shall make suggestions for new applications as they become available. Suggested applications may be made available as mutually agreed upon by ADOC and Vendor.
5. Vendor shall submit a list of available applications which must include a list of free (non-revenue) applications, provided at no extra cost to the inmate or the ADOC and any time allotments. Free services may include: calculator; calendar; clock; dictionary; PDF viewer for viewing ADOC approved materials, for instance, the inmate handbook; electronic submission of inmate requests or grievances; electronic submission of calling lists; ability to provide Commissary

purchases up to \$150 per week with limited exceptions through an interface with the ITF and Commissary Services software; ITF Fund look up; inmate notices/bulletins; inmate's classification status; court date/release information; debit time purchases via ITS; electronic submission of PREA Reports; GED preparation software; and, provide a corrections grade learning management system free of charge to the ADOC approved educational partners.

6. Vendor will provide each ADOC facility an easy way to upload .pdf files to be shown on all PEDs and/or Kiosks. Vendor should realize that each ADOC facility may have different PDF requirements.

7. Provide a platform for inmates to access, purchase, and/or stream entertainment. Content available for offenders to access may include informational materials, e-books, music, games, movies, T.V. shows, and magazines.

8. Vendor shall also provide a list (if applicable) of any subscription-based services available via the PED.

9. All content and URL access provided must be approved by the ADOC. Inmates shall be prohibited from having any access to any external network. Vendor shall provide ADOC with a listing of all URL applications that will be accessible from PEDs. Inmates shall be given access to ADOC approved URLs within thirty (30) to forty-five (45) days of the request. No social media type sites or apps will be allowed.

10. System must require all inmates to read and confirm that they have read ADOC's handbook and/or facility specific rules and regulations before allowing an inmate to access other applications. Confirmation will only be required upon orientation to the ADOC, after each transfer, and annually once per inmate. PREA will be the only exception. Vendor must provide ADOC with ability to print inmate handbook confirmation reports.

11. The PEDs and/or Kiosks will be able interface with the Vendor supplied Offender Management System (OMS) via API for using Offender Self-Service to submit requests, grievances, commissary forms, etc.

B. Secure Inmate Messaging

1. PEDs should allow inmates to receive secure messages through an electronic mail or text messaging service.

2. The inbox limit for read and unread electronic inmate messaging shall be configurable and designated by ADOC.

3. Inmate messaging shall be configurable to limit the number of allowed characters.

4. Vendor must have ability to translate and transcribe inmate messaging into English .pdf files.

5. Inmates shall be limited to responding to received electronic inmate email and writing new electronic inmate messaging only to a person that accepted an invitation from an inmate and is not otherwise a blocked individual. The System should cross reference all applicable System data before allowing the use of inmate messaging.
6. Inmates will be allowed to send an electronic invitation to an approved individual requesting electronic communication with the party.
 - a. To submit the invitation, the inmate must be required to include the full email address of the end-user.
 - b. Invitations shall not contain any personal inmate email and shall be in a generic format from the named inmate.
 - c. The invitation shall clearly state that it is from a correctional facility and provide instructions on how the recipient may refuse the invitation and how to notify the Vendor's Customer Service Center if they do not wish to receive invitations from inmates in ADOC facilities.
 - d. Invitations shall not be allowed to be sent to any given email address more than twice from the same inmate.
7. Inbound electronic inmate email may include attachments. Each electronic message shall be limited to a maximum of five (5) attachments.
8. Inbound electronic message attachments shall have the capability to include a thirty (30) second video message.
9. Inmates shall not incur a cost for viewing an electronic message or attachment.
10. The End User sending a message may be provided the opportunity to prepay for the inmate's response to the electronic message being sent.
11. Vendor shall allow ADOC an option for each incoming and outgoing message and/or attachment to the ADOC for review and approval before being released in accordance with ADOC's policies and procedures.
12. The System shall identify or group electronic inmate email based on the status of the inmate email (i.e., awaiting approval from ADOC, released to inmates, watch word hits, etc.) in order for staff to easily identify inmate emails that require further attention.
 - a. Vendor's system shall allow users to select the reason for blocking or escalating the electronic message or attachments using a drop-down box. Blocking or security reasons shall be specified by the ADOC. Vendor shall state if system has the ability to automatically open up an investigative case based on blocking or security status.
 - b. Should ADOC reject a message and/or an attachment, Vendor's system shall transmit a notification message to the End User initiating the message and/or attachment and to the inmate

to which the electronic message was addressed indicating that the message and/or attachment has not been approved for delivery as well as the reason for which the message and/or attachment was not approved.

c. Inmates must be provided with the opportunity to dispute any rejected electronic messaging in accordance with Administrative Regulation 448. Vendor should include in its proposal whether this process can be automated.

13. The electronic SMS messaging feature shall allow inmates at the facilities to retain a draft folder of electronic messages. The ADOC shall have access to view an inmate's draft folder.

14. Devices shall allow for messages to be sent from the ADOC staff to the inmates or a group of inmates as designated by ADOC at no cost. Groups shall be configurable ranging from inmates in a particular cell house or living unit, a specific classification level of a facility, an individual facility or selection of facilities, or all inmates within ADOC facilities. Devices shall be capable of allowing inmates to initiate an electronic message or reply/respond to the ADOC staff electronic inmate email via the devices. Devices shall allow the messaging capability to invited End Users to be cut off without interrupting the ADOC's ability to communicate with inmates. All electronic inmate email between inmates and ADOC staff shall be at no cost to the inmate or the ADOC.

15. Other than authorized ADOC correspondence, the System shall not allow texting between Vendor provided devices.

16. Vendor's system shall have the capability for ADOC and its designated agents to allow the ADOC to query watch words or phrases for all inmate email, attachments, and data stored for the facilities. Watch word matches must highlight and/or change the font color for the paragraph of the watch word. Any correspondence that includes ADOC watch words must be shown in a different color or section than email that does not include watch words. The System shall notify designated Authorized Users in the event certain watch words are used.

17. All electronic inmate messaging shall be retained for the life of the Contract plus five (5) years after the termination of the Contract. Archived and/or offline inmate email, reports, and data shall be retrieved and provided by Vendor to ADOC in real-time, but no later than within two (2) business days upon receipt of the requested data. Alternatively, authorized users will have ability to access data using secure usernames and passwords and the same URL.

C. Authentication and Security

1. The System must be able to authenticate proper use of each AIS attempting to use a PED and the Vendor shall report improper use to the ADOC.

2. Proposals shall detail Vendor's process for authenticating the inmate that purchases the media or communications against the inmate that uses the device.

3. Proposals shall detail Vendor's process for capturing any information from an inmate that is initially attempting to use the device.

4. Proposals shall detail Vendor's process for ensuring that only the inmate who initially was authenticated is the inmate who uses the device for the duration of the session.

D. PED Restrictions

1. The ADOC shall be able to restrict access to PEDs based on housing locations, time, inmate classifications, disciplinary, and specific ADOC facility software configuration settings.
2. All devices on the System including, PEDs shall be restricted to Vendor wireless access points (APs) only and shall be unable to connect to non-Vendor provided wireless network access points.
3. ADOC prefers all APs to be installed at the ceiling level. Vendor may extend electricity from the existing plugs.
4. Vendor shall provide detailed reports if the communications system has been compromised in any way. Should a PED be determined to have been compromised, the Vendor shall provide the ADOC a report regarding the same.

E. PED Hardware Requirements

1. Vendor should provide a correctional grade PED solution at no cost to ADOC or the inmates.
2. The PEDs may be provided to offenders through a shared system, but the system proposed must be practical and realistic. Vendor shall include in its proposal an appropriate ratio for each housing unit. The goal is for inmates to have access to the PEDs for as much time as is feasible based on allowed privileges.
3. Vendor shall provide equipment and software specification sheets for proposed correctional grade PEDs in its proposal. This shall include, at a minimum, size specifications, durability, and length of charge.
4. PEDs shall not utilize external speakers. Vendor shall ensure earbuds are clear and designed in accordance with standard correctional security and environmental concerns, including suicide prevention. Vendor shall detail specifications of compatible ear buds. Vendor shall provide one (1) set of earbuds free of charge to each inmate. Replacement earbuds may be purchased by and through the inmate commissary.
5. Vendor shall describe its ability to provide approved correctional grade PEDs for visually and hearing-impaired inmates.
6. Throughout the duration of the Contract, there will be **no form of camera allowed on the PEDs.**

F. PED Charging Stations

1. Vendor must provide all PED secure charging units, wiring, and cabinets. Vendor must detail PED charging station technical details and electrical requirements including, a description of the following:
 - a. How charging stations shall be secured that will resist tampering.
 - b. How Charging units cannot be used or altered as contraband cell phone charging units.
2. Vendor must provide a description as to how the charging station would be best successful in a correctional environment. Specifically, the proposal should address:
 - a. How portable charging stations may interact with ADOC facility personnel;
 - b. How or if ADOC facility personnel can be notified if charging stations are being used or are out of service; and
 - c. The electrical requirements of each charging station.
3. Selected Vendor must provide available weekly (or as requested) application reports that indicate which PEDs are communicating properly to the Vendor network. However, any PED that is communicating with an unauthorized device shall be reported as soon as known.

H. PED Forensic Data Extraction

The selected Vendor must be capable of performing digital forensic extraction of PEDs that are altered, damaged, locked, or unsupported for extraction by ADOC forensic tools and must provide ADOC with the full Cellebrite forensic extraction file upon request.

IV. KIOSKS

Selected Vendor must provide correctional grade kiosks.

A. Vendor shall provide equipment and software specification sheets for proposed correctional grade kiosks in its proposal that meet the following requirements:

1. Corrections grade, hardened steel, wall-mounted enclosure;
2. The position of the hook switch must not enable/disable a live visitation session;
3. The terminal must be secured to the wall using a mounting bracket with a minimum of four (4) screws/bolts. The terminal must then be secured to the mounting bracket using no more or less than two (2) security screws;
4. The terminal must prevent spills from entering the enclosure;

5. The terminal shall not have any openings exposed to the user. This includes all wiring and ventilation holes;
6. The system must not provide tie off points or have sharp edges;
7. The terminal shall not have any external hinges;
8. The terminal will have a correctional grade and shatterproof touchscreen display and a built-in camera that can be adjusted up or down by inmate;
9. The terminal will have a correctional grade digital handset, which includes noise cancelling confidencers. The handset cord must be of a length to discourage choking or other self-harm;
10. The terminal will have the option for one or two handsets or a hands-free device;
11. The terminal must have the capability of being used as a standard inmate telephone;
12. The terminal shall be powered by 110VAC or Power over Ethernet as long as the quality of the System is not compromised. Vendors are allowed to use ADOC available electric plugs, as long as approved by facility maintenance supervisor and/or run through correctional grade security conduit. External conduit may be allowed in some facility locations with prior approval of ADOC staff;
13. The terminal must have heat syncs and heat vents located in the bottom of the terminal in order to allow for proper cooling;
14. The terminal must have a minimum of two (2) internal magnetic levitation ventilation fans and internal tachometer output to monitor operation; and
15. The terminal shall have a magnetic on/off switch.

B. Kiosks shall provide inmates with the same application options as delivered by PEDs

C. System must be able to authenticate proper use of each AIS attempting to use the kiosks and the Vendor shall report improper use to the ADOC.

D. The kiosk must provide a visual warning message to inform the visitor that a video visitation session will be ending in “x-amount of” minutes.

V. VIDEO VISITATION SYSTEM (VVS)

A. VVS Function

Vendor shall be capable of providing a VVS. The ADOC will not eliminate face-to-face visits. VVS is being added for secure remote visitation sessions to enhance face-to-face visits and communication options for inmates and their family members. As such, the VVS must provide ad-hoc 1-to-1 or 1-to-many video sessions.

B. VVS Hardware

1. The VVS stations may be the same as Kiosks and should otherwise meet correctional specifications of same but will include activated cameras.
2. The VVS station must be enabled for touch screen inputs.
3. The VVS stations should include volume control.
4. VVS stations shall include picture-in-picture viewing.

C. VVS Location

1. Upon installation of the VVS, Vendor will be responsible for providing all labor, equipment, supplies, materials, software, configuration (hardware, network, and bandwidth), documentation, testing and training necessary for the successful implementation of the system.
2. The ADOC will work with the approved Vendor to place the VVS kiosks in the most suitable locations possible

D. VVS Network

1. The VVS must consist of inmate terminals connected over the Vendor's secure dedicated network so that any communications device can be connected to any other terminal without causing quality issues during peak hours of use or excessive periods of buffering. The VVS can share bandwidth and dedicated network with other modules in the System.
2. All video and audio streams between the terminals, visitors, and management equipment (servers) shall be transmitted over Vendor's secure network.
3. The VVS must be able to support multiple facilities in multiple locations with multiple housing units if approved.
4. The VVS must be web-based (HTTPS).
5. Vendor shall provide internet test capabilities for remote video visitation sessions. The VVS must allow visitors the ability to perform real-time network speed test to check for video quality before they prepay for remote visits.

6. VVS should allow access to system user utilities from any Windows 10 or higher based PC that has access to the internet.

7. The VVS must provide encryption for all visits.

E. VVS Quality

1. The VVS must provide high-quality, stereo audio and broadcast-quality video while meeting the industry quality standards, specifically, audio of G.711 or better and video of H.265 or better.

2. VVS shall provide Video Transmission Speeds of 64 Kbps – 2 Mbps or faster; and, a Wide range of video resolutions and bit rates: CIF (352 x 288 pixels), SIF (352 x 240 pixels), QCIF (176 x 144 pixels).

3. The VVS must be designed for:

- a. a minimum of 30 frames per second of high-quality video at 384+ Kbps;
- b. a minimum of 15 frames per second of high-quality video at 64 – 320 Kbps; and,
- c. constant or variable bit rate and frame rate.

4. Systems that utilize analog audio/video matrix switching systems are not acceptable.

F) Functionality

The VVS must provide different levels of functionality to users based on user type. For example:

1. Authorized Users: create/manage/edit users, schedules, etc.
2. Inmates and Visitors: create/manage/edit their own schedules.
3. Read-only users: can only view scheduled visits.

G. VVS Authentication for Registration and Scheduling

1. Vendor shall describe the authentication capabilities for VVS. The process shall require inmate and visitor verification when registering as well as at the time of the scheduled visit.
2. The visitor must be able to register online using a mobile device or home computer.

3. The VVS shall be capable of requiring visitors to acknowledge and agree to the terms and conditions associated with ADOC's visitation policies as part of the registration process and with each scheduled visitation session.
4. At a minimum, the VVS shall request and store the following Visitor's information as part of the registration and scheduling process:
 - a. First Name;
 - b. Last Name;
 - c. Physical Address (Street Address, City, State, Zip);
 - d. Phone Number;
 - e. Phone Number Type (home, mobile, work, etc.);
 - f. Username;
 - g. Password;
 - h. Email Address (optional); AND
 - i. Date of Birth.
5. Once registered and authenticated, VVS shall allow visitors to log in using a unique visitor ID or an email address and password. The VVS shall have the capability to reset passwords.
6. VVS shall validate and authenticate a visitor for each scheduled visit. Detail Vendor's process for validating/approving the visiting party and authenticating that the scheduled visit and session is taking place with the applicable approved or scheduled visitor.
7. The VVS must allow visitors an option to easily change or update their personal information. Each change shall require the VVS to authenticate the new information.

H. Scheduling

1. VVS shall provide scheduling software to facilitate VVS requested visits. This software must, at a minimum, meet the following requirements:
 - a. The VVS must be capable of only displaying available time slots based on inmate availability, restriction status, and inmate's housing unit location via IMS interface;

b. VVS must allow approved inmates, visitors, and authorized users the ability to easily schedule, reschedule, or cancel visitation sessions;

c. Authorized ADOC personnel must be able to schedule visitation sessions quickly and easily in addition to the automated scheduling processes;

d. All scheduling of video visitation sessions must be able to be performed on the Vendor's website or through its seven (7) days per week, twenty-four (24) hours a day, three hundred and sixty-five (365) days per year, live and bi-lingual call center. Provide average customer hold times for video visitation scheduling assistance;

e. The system must be able to inform potential visitors that a given inmate is ineligible for visiting. This could be based on certain housing unit rules or individual inmates; and

f. The system must automatically cancel a visit if the inmate's status has changed, or if the inmate has been released, or if the inmate has moved to a different housing unit that already has a scheduled visit for the same time slot.

2. The system shall provide for inmate Visitation Requests to be requested and either approved or denied through the System. The VVS shall have the capability to allow visitors to submit a request to visit via mobile phone.

3. Visitation sessions shall connect automatically at the designated start time, without any intervention from the ADOC or Vendor, once a visit has been scheduled and the remote VVS session authenticated.

4. The VVS shall allow the ADOC to determine if a visit is to be cancelled if the visitor or inmate does not check in on time or after a set amount of time.

5. If a visit is cancelled twenty-four (24) hours or more beforehand, then the VVS shall provide a refund. If the visit is cancelled less than twenty-four (24) hours from the scheduled time, then the cancelled visit may be identified as a future credit or the scheduling fee may be non-refundable.

6. The System must provide a method to display scheduled visits to ADOC facility personnel so they know where and when an inmate needs to be available for pending video visits.

7. Inmate visitation schedules shall be set up to scroll inmate name and visitation times on housing unit kiosks when kiosks are not in use.

I. VVS Access/ Security and Alerts

1. The VVS shall allow the ADOC to adjust the length of video visitation sessions to be limited by certain times of the day, week, and month.

2. The VVS shall have the capability to allow authorized ADOC staff to create the following restrictions with customizable durations:

- a. Restrict a visitor from visiting certain inmate(s);
- b. Create an alert for certain visitors;
- c. Create an alert if visitors are scheduling visits with any other inmates located at an ADOC facility;
- d. Customize the number of visits per inmate, per day, week, and/or month; and
- e. Restrict a visitor from visiting ALL inmates.

3. The proposed system shall:

- a. Secure remote access to the VVS must be available to designated authorized users.
- b. The VVS shall include an alert system that will notify Authorized Users if visitation sessions are made by a particular inmate or visitor.
- c. Allow Authorized Users the ability to send either audible, written, or video warning messages to inmates and/or visitors during sessions.
- d. Allow Authorized Users to interrupt ongoing visits as well as have the ability to reconnect interrupted sessions.
- e. Must be able to select then shut down and/or disable individual video visitation stations independently of other video visitation stations.
- f. Provide Authorized Users alerts for visitors that are on an alert list or if the visitor has been incarcerated by the ADOC within the last two (2) years.

4. Vendor shall indicate how ADOC personnel can monitor and/or receive alerts for visitation sessions.

5. Vendor shall describe security reporting and session option capabilities if more than one (1) inmate is participating in a video session.

6. Vendor shall describe security reporting and session option capabilities if the inmate and/or Visitor's face leaves the screen after an agreed upon predetermined amount of time.

K. Visit Features

1. The VVS must provide a visual warning message to inform the visitor that the session will be ending in “x-amount of” minutes.
2. Vendor shall detail the process for shutting down the VVS.
3. VVS must be capable of manually terminating video visitation sessions.
4. VVS must show a status of all Visitation sessions (online or idle).
5. VVS must allow authorized users to stop, pause, and restart any running visit.
6. VVS shall allow authorized users to reassign a station during any running visit.
7. VVS shall allow authorized users to approve a visitation time extension during any running visit.
8. The VVS shall automatically attempt to reconnect a video visitation session if connectivity is lost.

J. VVS Recordings and Monitoring

1. The ADOC must have the ability to create stand-alone recordings of visits with native playback systems integral to the recording in a non-proprietary format that can be viewed on any standard video player.
2. Recorded visits will be searchable and viewable in live or archived sessions.
3. Vendor’s system shall have the capability of automatically creating voice files from pre-recorded calls and/or video visitation sessions without requiring administrative assistance from ADOC or manual inmate enrollment.
4. The VVS must provide authorized users the ability to do searches, create reports, and/or monitor live non-attorney visitations on-site or remotely as a silent participant in the session.
5. All non-attorney visits will be recorded and stored online for the duration of the Contract.
6. The VVS shall store all non-attorney video visitation sessions offline for five (5) years after the termination of the Contract.

L. Event Tracking

1. The VVS must provide specific information for tracking inmate and visitor activities and patterns by, at a minimum, the following criteria:

- a. Inmate ID Number;
- b. Inmate Name;
- c. Visitor Name;
- d. Date and time of visit;
- e. Inmate video visitation station;
- f. Daily, weekly, and monthly visit statistics;
- g. Known gang activities;
- h. Visitor and Inmate name if multiple visits are made by same Visitor; and,
- i. Autonomous voice print.

2. The VVS must assign unique visitation identification numbers for every visit for reporting and tracking in raw communication records.

M. Attorney Visits

1. VVS shall be able to designate a visitor as an attorney, which shall be cross referenced and validated with the System.
2. Attorney visits shall not be recorded or monitored and must remain confidential.

VI. INVESTIGATIVE SYSTEM AND SPECIFICATIONS

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

Investigative supervisors will be able to view all incoming requests in the central queue and add information or make changes to fields as their access allows. Supervisors will assign investigations to an investigator and will also have the capability to pull an investigation from one investigator and

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

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

2. Investigative Reports: The system should at a minimum generate reports by inmate name, inmate PIN, dialed digits (10-digit phone number, NPA/NXX or just NPA), inmate phone, group of phones, facility or group of facilities time period and time of day. Reports should display Destination #, inmate ID, Inmate Name, inmate picture, call start and end time, call duration, call completion status (complete, not accepted, blocked, etc.), prison call being made from, housing unit, three-way call detection, call forward call detection, type of call (collect, prepaid, debit, etc.), call cost, call type (local, intra-lata, interstate, etc.), STG association, security alerts. All reports can be sorted by column headings. Individual users can determine report layout by deleting and adding columns as needed during the investigation process. Describe in detail how the proposed system meets these specifications.

3. Statistical Reports: Investigative supervisors should be able to run reports and graphs of how many open and/or closed investigations are assigned to each investigator or a group of investigators, average length of time for opening and closing an investigation, percent of successful investigations where data was uncovered, number of calls listened to and the number of calls transcribed, and average time investigator(s) spend on investigations and the ability to do ad hoc reporting as requested. Describe in detail how the proposed system meets these specifications.

4. The Vendor's proposed system shall be able to retrieve previously recorded calls for monitoring. ADOC staff must have access to monitor recorded calls for investigation purposes. These call recordings shall be available to investigators as soon as the call is completed and is no longer a live call. Multiple investigators at multiple locations will be able to monitor calls simultaneously. The monitoring equipment proposed must be connected to the special centralized inmate call control system. Recording playback can accelerate or decelerate the entire or a portion of a conversation, jump from one portion of the call to another and skip a section of the call. The system will log the date and time a call is listened to and by what user. A text box will be required for the

investigator to type call or investigative notes for any inmate calls that are monitored. Describe in detail how the proposed system meets these specifications.

5. The Vendor's proposed system shall be able to monitor live inmate calls. ADOC staff must have access to monitor live calls for investigation purposes. Multiple investigators at multiple locations will be able to monitor live calls simultaneously. The system should allow the person monitoring the conversation to terminate the call-in progress shall the need arise. The system will log the date and time a call is listened to and by what user. A text box will be required for the investigator to type call or investigative notes for any inmate calls that are monitored. LESD currently monitors select inmate calls while in progress. This "live monitoring" may be conducted on all calls with the exception of privileged calls (e.g., attorneys). The Vendor should address the following specifications regarding the monitoring of inmate calls.

i. The Inmate phone system shall allow for the monitoring of inmate calls while in process ("real time" or "live") by authorized ADOC staff. This monitoring should provide a search function by specific inmate telephone, specific inmate PIN or by called telephone number enabling LESD staff to activate monitoring when desired.

ii. Any and all equipment and software required to perform this function should be provided with the Inmate Phone System.

iii. Monitoring of inmate calls with the Inmate phone system, shall be provided in true "real time". LESD staff should be capable of monitoring an inmate's call while the call is in progress with no delay in transmission of the audio.

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

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

vi. The Inmate phone system should allow for ADOC staff to remotely monitor inmate calls in progress for a specific ADOC facility from which the call is placed. This remote monitoring capability should be in real time and provide a high level of audio quality. The Vendor should state, in its response, how this will be accomplished with the system. The Inmate phone system call monitoring capability should allow for remote monitoring of the inmate calls in progress from within the facility (e.g., officers in towers, etc.). The Vendor should state, in its response, what is required to provide this remote call monitoring within the particular ADOC facility.

6. Selected Vendor must be capable of providing the following information for each communication event: Inmate Name (First, Last); Inmate Personal Identification Number; Record Identifier; Date Range (Start Date/Time and End Date/Time); Facility; Called Number; Originating Number; Station Name; Call Type; Bill Type; Duration; Call Amount; Flagged Calls; Monitored Calls; Recording Type; Completion Type; Termination Type; Validation Result; Pre-Paid Card Number; Phone Group(s); Visitation Phone(s); and Custom Search.

B. Describe in detail how the Proposed System meets the following requirements.

1. Call Transcripts: The proposed system should allow investigators to listen and document a call. The system will merge multiple call transcripts into one PDF or MSWord document. A template will be required for all call transcripts that have specific verbiage relating to ADOC. Each call will have a heading identifying date of call, time of call, phone number called, and PIN used. These merged documents of transcripts should be linked back to the original investigative record. The call transcripts will be saved to a shared drive within the system to allow access to approved users.

2. Auto Call Transcripts: The proposed system should automatically convert recorded calls from speech to text. The auto transcription feature shall have a minimum of an 80% accuracy rate. The system should merge multiple call transcripts into one PDF or MSWord document. A template will be required for all call transcripts that have specific verbiage relating to ADOC. Each call will have a heading identifying date of call, time of call, phone number called and PIN used. These merged documents of transcripts should be linked back to the original investigative record. The call transcripts will be saved to a shared drive within the system to allow access to approved users. Explain the technology to be used, how it works, where it is currently being used and how it has been tested.

3. Word Search: The proposed system can automatically search recorded conversations for key words or phrases. The Word Search feature should have a minimum of an 80% accuracy rate. The Vendor will have a database of standard words or phrases and specific words or phrases identified by ADOC relating to the correctional setting. The system will also have the flexibility to easily change and add words or phrases. Explain the technology to be used, how it works, where it is currently being used and how it has been tested.

4. Copying Calls to external media: The proposed system should allow for recorded calls to be copied to an external source (CD, external drive, etc.). When copied, the calls should be able to be encrypted and password protected for use in legal proceedings. Recordings can also be copied so they are playable in a CD playing device or computer not requiring any special software, codes, or passwords.

5. Data Mining System: A web-based system, accessible through a web browser that is fully integrated into the inmate call control system is required to allow data mining of a variety of data sources. The Vendor should include data (name, phone number, address, IP address, etc.) from Prepaid and Debit customers. ADOC will electronically provide the Vendor internal/external database information (visitor's names and phone numbers, employee phone numbers, deposit data, Cellebrite, forensics, etc.). The proposed system should identify any associations between inmate phone call data and ADOC provided data. The system must not limit the number or size of any

data source regardless of data source type that may be incorporated, and must, at a minimum, support the importing and link analysis of call detail records, offender demographic data, visitation data, offender banking data, security risk group information and confiscated cell phones forensics. System should import and present relevant inmate information that would be of interest to ADOC, such as gang affiliation, inmate associations, employee associations, phone number associations money laundering among inmates, or victim information that will aide investigative staff in tracking down misuse, fraudulent and illegal activity by inmates. The system should allow for approved ADOC sites to have secure access to data mining information from any approved PC or laptop with high-speed internet connectivity. It must allow for user to share table and link diagram results with another user via email directly from the system and/or link it to an open investigation. Solution must have logging feature to capture the activity of individual users within the solution to include searches conducted and tie these back to an investigation. Search results must be provided in both table and diagram formats, and both formats must be easily exported. The system must reflect the source from which a particular object or entity is derived and must provide a variety of predefined link analysis layouts such as starburst, vertical and horizontal hierarchy, etc., of offenders linking to other objects/entities. It must support the display of date related data on a graphical timeline. Results must be exported to a variety of common formats to include PDF, CSV, GIF and PNG at a minimum. It must be capable of plotting addresses and locations on an interactive map to include visitor addresses, offender's assigned locations based on housing unit, incident location based on location, etc. It must allow for link diagram custom images to be applied either automatically or via user intervention, and must support common formats to include PNG, GIF, and JPG. The system must have the capability to search multiple data sources at the same time. The system must allow users to create objects/entities and associations among those objects/entities. User must be able to automate associations, or manually create an association on the link diagram. It must provide the ability for users to import data sources stored in a variety of file formats and must provide a utility for the user to format the structured data columns. The system must allow users to schedule queries to be run automatically at the user's discretion (i.e., daily, weekly, monthly, etc.) It must perform automatic merging of objects/entities based on key values attributes as new data sources are added by agency or individual user. The system must provide access control list functionality that manages individual user's ability to search against individual data sources. Must incorporate a minimum of two (2) years' worth of supplied data from internal and external sources. The system must allow for the incorporation of unstructured data and allow for entity extraction from the data element. The system must allow users to add text, lines, and other objects to a link diagram to enhance and/or draw attention to certain aspects of the diagram. It must provide users the capability to build custom search queries and save for future use, to include the ability to set dynamically set date ranges (i.e., report can be set to run for the last week, and based on the date the report is run, automatically sets date range to be for the last 7 days.). In addition, it must allow users to filter search results "on the fly", regardless of data source or type, without the need to conduct a new query. The Vendor must provide an unlimited number of tiered access levels to the investigative system as specified by customer and that are customizable to staff by function, location and security level. Describe in detail all the features and tools of the proposed system and how the proposed system will meet these requirements.

VI. REVENUE AND COMMISSION REQUIREMENTS

A. Rates and Fees

1. Inmates and their family members will pay for services provided by the System. All rates and fees charged to inmates must be included in Vendor's Cost Proposal. Providing affordable access to inmates and family members is of great importance to the ADOC.
2. Vendor shall provide a chart of all transaction fees and post within each housing unit at each ADOC facility. Vendor must provide a copy of the chart in its proposal.

B. Commission to the State

1. Selected Vendor shall pay commissions to the ADOC on all revenue generating call and communication types from the System including, but not limited to collect, prepaid, local, intraLATA, interLATA, InterState, international, single payment set up fees, and per minute rates (if applicable), direct billed, *pay to connect, *text to connect, voice mail messages, *VoIP/Wireless, *CRA, or *RAF. Commission requirements for Vendor provided communication modules and all associated application system rates and fees must be shown on the Cost Proposal.
2. The commission shall not be less than the Minimum Monthly Guarantee.
3. If the ADOC notifies the Vendor of identified revenue anomalies to the ADOC, inmates, or End Users, the Vendor will have a thirty (30) day cure period to resolve the issue and notify the ADOC in writing of its resolution of the issue. Throughout the duration of the Contract, the Vendor will be responsible for all taxes, regulatory fees, bad debt, unbillables, credit card charge backs, rate file and billing errors, credit disputes, and other disputes. No deductions, reductions, or allocations are allowed to be taken from the ADOC's guaranteed revenue or commissions.
4. The ADOC reserves the right to reconcile and invoice Selected Vendor accordingly up until two (2) years after contract expiration.
5. Selected Vendor could invoice ADOC monthly for the previous month of any owed debit revenue. Vendor's invoice should match raw CDR data and Vendor provided monthly revenue report before the ADOC will submit payment.
6. Selected Vendor must maintain books, records, and documents in accordance with generally accepted accounting practices that sufficiently and properly reflect all gross revenues generated. The ADOC or any of its representatives must have reasonable access, for the purpose of examination, to any books, documents, papers and records of the Selected Vendor as they may relate to the Contract.

C. Rate Changes, Fees, and Penalties

1. Before any new rate increases or decreases are implemented for any service, Selected Vendor must submit a written request to receive approval from the ADOC. The ADOC will respond in writing to the request.

2. If Selected Vendor decreases the rates or fees without the written approval of ADOC, Selected Vendor shall be responsible for paying revenue share on the gross revenue calculated by applying the applicable rates and fees prior to the unapproved change.

3. If Selected Vendor increases the rates or fees without the express written approval of ADOC, Selected Vendor shall be responsible for paying a revenue share on the gross revenue calculated by applying the increased rates. Selected Vendor must also issue refunds to all overcharged End Users or inmates within five (5) business days. A list of the issued credits must be provided to the ADOC as documentation. The ADOC will not issue a refund of revenue share paid to Selected Vendor for unapproved rate increases. If Selected Vendor is unable to issue refunds and/or provide the required documentation, Selected Vendor shall issue a payment to ADOC as a concession. The payment amount shall be in the amount of Selected Vendor's portion of the gross revenue generated from the overbilled calls, remote video sessions, or device application services.

4. If Selected Vendor adjusts the rates in order to complete a call, Selected Vendor may incur a fine of five dollars (\$5.00) per completed call at the adjusted rate. The ADOC shall notify Selected Vendor of any unapproved adjusted rates of which the ADOC becomes aware of and shall provide Selected Vendor with an invoice for the total fine due, for which Selected Vendor shall remit payment to the ADOC within thirty (30) days.

D. Fees and Taxes

1. Describe how taxes and fees are applied to all payments and transaction types. The ADOC shall not be responsible for payment of any taxes.

2. The ADOC shall notify Vendor of any unapproved adjusted transaction fees of which the ADOC becomes aware. Vendor may incur a fine of five dollars (\$5.00) per End User transaction fee charged at the adjusted rate for any non-approved but charged fees. The ADOC will provide notice of a violation of this term, and Vendor will have three (3) business days to refund any transaction fees to the inmate or End User. Failure to do so within three (3) business days will result in a fine.

E. Rating Calls

1. During the rating process, Vendor shall round the raw calculated amount to the nearest hundredth decimal place (up or down) using normal accounting practices.

2. Vendor shall calculate the raw duration of each inmate telephone call in seconds based on the time the call is accepted and the time the call, session, or usage is terminated by the ITS respectively. For call usage where the duration is at least one (1) second, the duration, in seconds, shall be rounded up to the next whole minute increment and shall be converted from rounded seconds to minutes before the rates are applied.

VII. REPORTING REQUIREMENTS

A. Call Data Reporting

1. All call detail and communication records must be collected and stored in real time at a centralized, secure location with redundancy in three (3) different approved data centers. The Vendor will maintain and provide the ADOC remote access to all call detail and communication reports for five (5) years after the expiration of the Contract.
2. Upon ADOC's request, Selected Vendor must send all CDRs and communication recordings in a non-proprietary and/or non-compressed format on a daily basis and/or provide approved Vendor secure access for grabbing data. A sample CDR must be submitted with the Proposal.
3. Each Vendor will provide raw CDRs to the ADOC or assigned agent on a weekly and/or monthly basis in .csv, .xls, or other similar file type. Vendor shall include screen shots of the application to demonstrate the export feature in their proposal.
4. Vendor shall provide on-line reporting for revenue reconciliation. Vendor must provide a sample detailed revenue reconciliation summary report that includes, at a minimum, communication event, per minute rates, taxes (broken out into separate categories by type), any charged fees (broken out into separate categories by type), and ADOC's commission in separate categories by type.
5. Vendor shall provide each of the below summary reports at both an overall and individual facility level.
 - a. Inmate phone calls by:
 - i. Specific date ranges;
 - ii. Total amount of completed calls;
 - iii. Total minutes of completed calls;
 - b. Total Rated Revenue by completed calls;
 - c. Total Billed Revenue by completed calls;
 - d. Total Revenue by call or applications system call type;
 - e. Total Revenue generating completed calls;
 - f. Total Non-Revenue generating completed calls;

- g. Debit Revenue Report;
- h. Total Taxes Charged;
- i. Total Non-Commissionable Fees Charged; and
- j. The cost of the call broken down by per minute, per rate, per tax, per fee, per type, per LATA, and by total cost of call.

Provide an example of each report above along with a description of Vendor's total gross revenue and commission calculation processes.

- 7. The records must provide the following minimum information on all outgoing calls:
 - a. Time of day originated and terminated;
 - b. Station or port number originating call;
 - c. Number dialed and or IP Address (if applicable);
 - d. Line or trunk group and trunk number call route;
 - e. Duration of call-in minutes and seconds;
 - f. Method of call termination;
 - g. Location of the station originating the call within the facility; and,
 - h. all DTMF digits pressed by the inmate or Called Party after the call has initiated.

B. Other Reports

- 1. The user application shall be equipped to generate the following standard reports in addition to the CDRs:
 - a. Call Statistics by Date Range;
 - b. Frequently Called Numbers;
 - c. Frequently Used Personal Identification Numbers;
 - d. Commonly Called Number;
 - e. Call Detail Report;

- f. Gross Revenue Report by Date Range;
- g. Facility Totals and Statistics;
- h. Called Party/Number Accepting Report;
- i. Number of calls rejected to resource unavailable;
- j. Fraud/Velocity Report;
- k. Total Calls;
- l. Personal Allowable Numbers (PAN) Report;
- m. Pre-Paid Card Report;
- n. Debit Usage Report;
- o. Debit Balance and Funding Report;
- p. Pre-Paid Card Balance Report;
- q. Bill and Call Type Distribution;
- r. Phone Usage;
- s. Reverse Look-Up; and,
- t. User Audit Trail.
- u. ITS Completion Ratio on a Monthly Basis.

2. Vendor shall provide ADOC with the number of PEDs and mobile charging stations used on a monthly basis. This should include the number and identifying information of PEDs that have not logged onto Selected Vendor's network that month. The report must also be accessible on-line.

3. Vendor shall describe the automated reporting processes that are available through the System. Vendor should provide report examples or screen shots for the below:

- a. Inmate Request Slips;
- b. PREA reports;
- c. Inmate email notification reports or watch word hits;

- d. Failed visitation authentication reports;
- e. Revenue reports that show revenue from all communication modules;
- f. User Audit Report;
- g. Facility Trouble History Report; and,
- h. Call Center Hold Time Report.

C. Audit Reports

1. Vendor shall describe system audit reports for all authorized users to track any access to or change in the System.
2. The System must create a report which includes the authorized user's name, log of the time, date, and IP address used to check in. Provide an example of this report in Vendor's proposal and describe system capabilities.

D. Searchable Criteria

1. The System shall allow Authorized Users to search all communication records, by selecting parameters including, origination number, destination number, date, time, keywords, or group. The System must be able to provide a return a list of calls matching the criteria and must allow this list to be printed in report format.
2. The System must provide the ability to produce call count reports as well as frequency reports based on the criteria enumerated in subsection (a).
3. Vendor shall provide the ADOC with the capability to search, query, and export End User pre-paid account information for investigative purposes. System shall be capable of validating account holder status, number of pre-paid deposits, and associated amounts, generating reports identifying, at a minimum, associated telephone numbers, method of payment, inmates from which calls are accepted, the number of completed calls with an associated date and time, any pre-paid funding fees and other applied charges and taxes.
4. System must have the capability of creating a graphical, summary, and detailed reports for PIN sharing via voice and/or any other type of biometrics.
5. System must have the capability of creating a graphical, summary, and detailed report showing any communication events between inmates and ADOC personnel using voice and/or any other type of biometrics.

E. Governmental Reports - Vendor shall provide the ADOC with copies of any applicable call and communications data reports that may be submitted to the FCC and/or AL PSC.

F. ADOC Ownership

1. All call and communication records, PED data, system data, and video or audio recordings shall be the property of the ADOC.
2. Selected Vendor shall not be permitted to sell any inmate, End User, or ADOC platform information including, but not limited to, background checks, validation processes, and prepaid deposit information to any third-party Vendor without written approval from the ADOC.
3. ADOC has the right to inspect any of these records at any time for any reason.

G. Data Breach

1. In the event of a Vendor Data Breach, the Vendor must notify ADOC as to which facility(s) and systems have been affected as soon as possible. ADOC will take the appropriate measures to disconnect all network access connected to the Vendor's equipment/devices to further prevent any data from being extracted from their system. Each system is to be analyzed completely and a full report is to be presented to ADOC on the findings of all data that was impacted in the Data Breach.

VIII. COST AND SYSTEM PAYMENT PARAMETERS

A. Payment Options

1. Provide a detailed description of all payment/deposit methods, and the process for applying payments, for the purpose of any of the inmate communication services specified in this RFP. Describe the process by which end users can make prepayments for a specific phone number, pre-paid collect account, or inmate account for any of the inmate communication services specified in this RFP.
2. All Vendors must allow pre-paid parties to enroll up to five (5) different wireline/wireless party numbers within one (1) Pre-Paid Deposit at no additional charge.
3. All Vendors must provide third party pre-paid Billing options for inmate families with no mark-up on the deposit or through other possible third-party agreements with the ADOC's third party Vendor. All fees must be clearly explained in the Cost Proposal. See Attachment A.

B. Inmate and End User Deposits

1. The inmate phone system must provide inmates with the capability to request phone time purchases through the inmate phone system using interactive voice recording technology. Purchase requests must be consolidated daily by the Vendor and made available the following day for approval by the inmate's facility. Requests specific to each facility must be made available to the facility on a web-based application provided by the Vendor. The application must allow the facility to either accept, reject or modify the amounts requested by each inmate before authorizing the Vendor to credit the inmate's phone accounts for the approved amounts. Family and friends

can also deposit funds directly into an inmate's debit account via the internet. Inmates will be able to make local, long distance, and international calls with their debit account funds. All required local, state and federal taxes for debit calls will be the responsibility of the Vendor. An inmate will be able to access international calls with their debit account funds. All required local, state and federal taxes for debit calls will be the responsibility of the Vendor. An inmate will be able to access his or her inmate debit account with his/her PIN from any ADOC inmate phone. The Vendor's system will be responsible for keeping up with the account amount and number of minutes of talk time an inmate has and inmates should be able to check account balances via the inmate phone system.

2. For reconciliation purposes, the Vendor must provide a daily report of phone time purchases to each facility showing the inmate phone purchases approved by the facility. Any discrepancies brought to the attention of the Vendor must be corrected within 24 hours of the Vendor being notified. At month's end, the Vendor must provide a monthly report to each facility of all inmate deposits and amounts approved by the facility. The Vendor shall invoice each facility electronically by the 10th day of the following month for the amounts approved by the facility between the 1st and last day of the previous month. If billing discrepancies are noted on the invoice, a corrected invoice will be requested from the Vendor by the facility. Upon verifying that the invoice (original or corrected) agrees with the phone time purchases approved by the facility for the month being billed, payment will be issued to the Vendor.

3. Provide a chart of the different application modules and the website URLs that are required for End Users to make Vendor deposits. If all End User deposits can be made through the Vendor's home website, then response should state "all deposits can be made through one website." If End User deposits must be made through multiple pre-paid websites, the response should read, "end user deposits will be made through multiple Vendor websites shown as follows: website A, website B, website C."

4. Vendor shall describe any third-party Vendors or sub-contractors that will require separate application deposits and/or refunds in addition to the Vendor's prepaid call center requirements. Vendors should note if more than one (1) Vendor specific call center is required for making application system deposits for remote video visitation sessions.

5. Describe required Vendor banking license or copy of certificate allowing Vendor to accept credit card deposits, if applicable. Detail which deposit services will be required for the System. Deposited funds should be accessible across all Vendor communications modules.

C. End User Agreements

Include a copy of all disclosure agreements that are presented verbally and/or visually through a screen display or voice prompts to any inmate and/or End User via the telephone system, PED, and/or kiosk.

D. Promotions

The System should be configurable to allow Selected Vendor to provide subscriber promotions such as discounted/free visits (i.e., one free visit per new subscriber or one free visit per inmate). All promotions must be approved by the ADOC.

E. Refunds

Describe company policy for refunds for End Users and inmates. This description should include, at a minimum:

1. How credits are provided in case an inmate is reassigned and misses a scheduled visit; and
2. The timeframe it takes for funds to post and become available for use by the inmate and End User.
3. For inmates being released, the Vendor can propose several options for consideration by ADOC. Any reimbursement process proposed should add minimal workload to facility staff. Reimbursement within 24 hours of release is highly recommended. Vendor should explain how reimbursement will be handled and any responsibility of ADOC facility staff in the proposed process.
4. The proposed debit system must allow approved business office staff members at each facility web access to verify deposits and debits to an inmate's accounts. Access will be via individually assigned password. Facility staff should be able to print statements from the system that will show daily, weekly, monthly deposits/debits to their account. Statements cannot provide call detail records as this data is considered confidential. Describe in detail how the proposed system meets these requirements.

IX. OTHER SERVICES

A. Expert Testimony

The Selected Vendor must provide expert testimony regarding authenticity of all data collected by the System including, but not limited to, security of call recordings, if necessary.

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Section D

Desired Components

The components described in this section are desired by ADOC. Pricing any or all of the components in this Section are not required to submit a proposal under this RFP. Proposals for this Section shall be a **separate** proposal from the underlying requirements in Section C. The technical and cost proposal for components in this Section shall be in one document separate from the technical and cost proposal for the underlying RFP. Failure to submit a proposal for components in this Section will not affect consideration of a vendor for the underlying RFP.

I. Electronic Inmate Mail Screening - The ADOC invites potential Vendors to describe a system whereby ADOC would no longer handle physical mail other than legal mail. Therefore, the potential Vendor may submit a proposal for a Digital Mail Center that shall be staffed by Vendor staff separate to those aforementioned in the body of this proposal. It is required that the vendor offer this Digital Mail Center to handle all inmate individual, non-legal mail. It is also requested that the vendor use advanced tools to assist in handling legal mail to the extent that the rights of inmates are not violated. The vendor should provide attachments to detail any offer to include at a minimum: cost, training, installation and transition process and schedule, and ripeness of the technology. The vendor staff shall open, scan and upload mail to either be previewed by ADOC staff or automatically deliver the mail to either a kiosk or vendor provided PED.

II. Central Office Incoming Mail Screening – The ADOC invites the potential Vender to provide a technical proposal with a cost proposal for a Mail Scanner system for the ADOC Central Office. Specifically, the system would be an “All-in-One” that would combine multiple technologies to detect liquids, powders, and other traditional threats. The system should offer a dynamic, 3D-video of mail contents in real-time and is safe for the operator to use. The system should be certified by the Department of Homeland Security under the U.S. Safety Act. The Vendor should describe the training, processes, and procedures for implementing this system to best utilize the equipment. The vendor should describe customer support which should be delivered twenty-four hours a day by qualified experts in the field that can give real-time assessment and opinions of the potential threat. This service can be supplied by the vendor either on a Direct Purchase or Lease option. In either case, the vendor shall give a detailed list of costs for both options and shall include at a minimum: Device Costs, Service Package, Onsite Training, and Shipping.

III. Case Management System Compatibility - The ADOC invites potential Vendors to submit a technical proposal with a cost proposal for ITS case management system which has the capability to interface or exchange data with standard law enforcement case management systems. This system would promote case deconfliction and reduce the duplication of investigative efforts. If you choose to submit a proposal for this, please explain in detail how your company’s proposed case management system integrates with standard case management systems.

IV. Real-Time Inmate Communication Monitoring - ADOC desires a system or service with the capability of real-time monitoring and Artificial Intelligence analysis of all forms of inmate communication services, that also provides timely notification of suspicious communication activity. This capability is pivotal in maintaining security and ensuring compliance with regulations. This system or service should provide continuous monitoring of all inmate communications, including phone calls, video visitation, and

electronic messaging. This system should operate in real-time to leverage the power of Artificial Intelligence and enable the immediate detection of any suspicious or prohibited activity. The system must also have the ability to triage suspicious communications, transcribe call content, and provide timely notification to authorized ADOC personnel. ADOC invites potential vendors to provide a technical proposal and cost proposal for this system.

V. User Registration/Verification - ADOC invites potential Vendors to submit a technical proposal and a cost proposal for a desired system which has the ability to verify each registered user who attempts to actively communicate with inmates using Vendor's telephone platform. The system would perform a validation check when registering a phone number that would include photo ID with other Personal Identification Information (PII) to include Name, Physical Address, Driver's License number or State Issued identification number to become a registered user and/or communicate with an inmate.

VI. ADOC is seeking a complete solution for data reporting; data collection and analysis of telephone/electronic intercept investigations, including support for Call Detail Records, Pen Registers, Title III intercepts, cell tower dumps, social media and email returns, license plate reader data, mobile forensic extractions. ADOC invites potential vendors to submit a technical and cost proposal for this. The system should provide robust reporting capabilities and analytical tools to reveal connections, trends, and associations. This system should have the capability to interface with standard law enforcement case management systems.

VII. The ADOC is seeking a cost proposal for a contraband cellphone interdiction solution. The solution should include software for the identification of cell phone usage on ADOC correctional facility properties, two (2) IMSI-catchers in separate vehicles running shifts 5 days a week to collect contraband cell phone device identifiers. The solution must also provide full services to deploy telephone denial of service orders.

SECTION E

CERTIFICATIONS

I. Liability and Indemnification

A. Vendor shall defend in any action at law, indemnify, and hold the ADOC, its officials, agents, and employees harmless against any and all claims arising from the provisions of the Contract, including, without limitation, any and all claims arising from:

1. Any breach or default on the part of Selected Vendor in the performance of the Contract;
2. Any claims or losses related to services Selected Vendor is obligated to perform and/or by any person or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract;
3. Any claims or losses to any persons, including inmates, injured or property damaged from the acts or omissions of Selected Vendor, its officers, agents, or employees in the performance of the Contract by Selected Vendor;
4. Any claims or losses by any person or firm injured or damaged by Selected Vendor, its trustees, officers, agents, or employees by the publication, translation, reproduction, delivery, performance, use, or disposition of any data processed under the Contract in a manner not authorized by the Contract, or by Federal, State, or local regulations or statutes; and,
5. Any failure by Selected Vendor, its officers, agents, or employees to observe the Constitution or laws of the United States and the State of Alabama.

All costs, reasonable attorney's fees, and liabilities incurred in or about any such claim, action, or proceeding brought thereon are the responsibility of Selected Vendor.

B. In case any action or proceeding is brought against the ADOC by reason of any such claim, Selected Vendor, upon notice from the ADOC, shall defend against such action by counsel satisfactory to the ADOC and the Attorney General of the State of Alabama. Said counsel will not enter into any settlement contract with respect to any claim that may affect the ADOC without first obtaining approval of the ADOC.

In defending the ADOC, its officials, agents, and employees, Selected Vendor shall advise and consult with the General Counsel's Office of the ADOC which may, in its discretion, enter any legal proceeding on behalf of the ADOC, its officials, agents, or employees.

Said obligations shall not be applicable to any claim, injury, death, or damage to property arising solely out of any act or omission on the part of the ADOC, its officials, agents, servants, or independent Vendors (other than Selected Vendor) who are directly responsible to the ADOC.

II. Insurance Coverage

A. Selected Vendor shall continuously maintain and pay for such insurance to protect Selected Vendor, the State, the ADOC, its officers, agents, and employees from all claims including, but not limited to, death and claims based on violations of civil rights, arising from the services performed under the Contract, and actions by a third party against Selected Vendor as a result of the Contract. Coverage required must also include, but not be limited to, Comprehensive General Liability, Worker's Compensation, and Employee's Liability. Before signing the Contract, Selected Vendor must file with the ADOC a certificate from Selected Vendor's insurer showing the amounts of insurance carried and the risk covered thereby. Selected Vendor must carry general liability insurance coverage with a combined single limit of one million dollars (\$1,000,000) for personal injury and property damage that incorporates said coverage for all of Selected Vendor's employees and sub vendors. This coverage is required to extend to services performed at Selected Vendor's facility.

B. Selected Vendor will also maintain public liability, casualty, and auto insurance in sufficient amounts to protect the ADOC from liability for acts of Selected Vendor and risks and indemnities assumed by Selected Vendor in accordance with State law. If Selected Vendor does not have minimum coverage for bodily injury – including two hundred fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per occurrence and, for property damage, one hundred thousand dollars (\$100,000) per occurrence – Selected Vendor must inform the ADOC and seek written permission for lesser coverage.

C. All general liability insurance policies required under this Contract must name the ADOC as being an additional insured or loss payee and as entitled to all notices under the general liability policies. All certificates of insurance shall contain the following provision: "The coverage provided shall not be canceled, reduced, or allowed to lapse unless and until the ADOC has received at least ten (10) days written notice." At least thirty (30) days prior to each policy anniversary date, Selected Vendor shall provide the ADOC with renewal information and any changes in coverage. This term shall not apply to coverage relating to Worker's Compensation.

III. Bribery Convictions

Selected Vendor certifies compliance, or agreement to comply, with the following legal requirements and that it is not barred from being awarded a contract or subcontract due to a violation of these requirements or an inability or unwillingness to comply with these requirements:

A. No person or business entity will be awarded a contract or subcontract if that person or business entity:

1. Has been convicted under the laws of Alabama, or any other state, of bribery or attempting to bribe an officer or employee of the State of Alabama or any other state in that officer's or employee's official capacity; or
2. Has made an admission of guilt of such conduct that is a matter of record but has not been prosecuted for such conduct.

B. No business will be barred from contracting with the ADOC as a result of the bribery conviction of any employee or agent of the business if the employee or agent is no longer employed by the business, and:

1. The business has been finally adjudicated not guilty; or,
2. The business demonstrates to the ADOC that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or a high managerial agent on behalf of the business.

C. When an official, agent, or employee of a business committed the bribery or attempted bribery on behalf of the business and pursuant to the direction or authorization of a responsible official of the business, the business will be chargeable with the conduct.

IV. Felony Conviction

No person or business entity, or officer or director of such business entity, convicted of a felony is eligible to do business with the ADOC from the date of conviction until three (3) years after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutorial office for the facts upon which the conviction was based continues to have any involvement with the business.

V. Inducements

Any person who offers to pay or pays any money or valuables to any person to induce him/her not to submit a proposal on the RFP is guilty of a felony. Any person who accepts money or other valuables for not submitting a proposal on the RFP, or who withholds a proposal in consideration of the promise for the payment of money or other valuables, is also guilty of a felony. Vendor certifies that it will not take part in any such conduct.

VI. Reporting Anticompetitive Practices

When, for any reason, Vendor or a designee suspects collusion or other anticompetitive practice among any Vendor or employee of the ADOC, a notice of the relevant facts will be transmitted to the Alabama Attorney General and the ADOC Commissioner's Office. This includes reporting any chief procurement officer, State purchasing agency, designee, or executive officer who willfully uses or allows the use of specifications, RFP documents, proprietary competitive information, proposals, contracts, or selection information to compromise the fairness or integrity of the procurement or contract process, or any current or former elected or appointed State official or State employee who knowingly uses confidential information, available only by virtue of that office or employment, for actual or anticipated gain for themselves or another person.

Vendor understands and covenants that by responding to this RFP, Vendor is not employed, in any capacity, by ADOC's consultant firm, Secured Perimeters International ("SPI"), or a subsidiary or partner of SPI. Vendor understands and certifies by responding to this RFP that the Vendor, its employees, agents, clients, current or future, subsidiary or parent company, or any other legal entity is not engaged in business with ADOC's consultant. Vendor expressly understands that any such violation of this Section shall lead to disqualification.

VII. Confidentiality and Use of Work Product

A. Any documents or information obtained by Vendor from the ADOC in connection with this RFP or the Contract will be kept confidential and will not be provided to any third party unless the ADOC approves disclosure in writing. All work products produced under the RFP including, but not limited to, documents, reports, information, documentation of any sort, and ideas, whether preliminary or final, will become and remain the property of the ADOC. Any patent, copyright, or other intellectual ideas, concepts, methodologies, processes, inventions, and tools (including computer hardware and software, where applicable) that Selected Vendor previously developed and brings to the ADOC in furtherance of performance of the Contract will remain the property of Selected Vendor. Selected Vendor grants to the ADOC a nonexclusive license to use and employ such software, ideas, concepts, methodologies, processes, inventions, and tools solely within its enterprise.

B. Selected Vendor will, at its expense, defend the ADOC against all claims, asserted by any person, that anything provided by Selected Vendor infringes a patent, copyright, trade secret, or other intellectual property right and will, without limitation, pay the costs, damages, and attorney fees awarded against the ADOC in any such action, or pay any settlement of such action or claim. Each party agrees to promptly notify the other on any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the ADOC for its use or operation of the items provided by Selected Vendor hereunder, or any part thereof, by reason of any alleged infringement, Selected Vendor will, at its expense, either:

1. modify the item so that it becomes non-infringing;
2. procure for the ADOC the right to continue to use the item;
3. substitute for the infringing item other item(s) having at least equivalent capability; or
4. refund to the ADOC an amount equal to the price paid, less reasonable usage from installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, and plus any additional costs the ADOC may incur to acquire substitute supplies or services.

VIII. Warranty

A. Vendor warrants that all services will be performed in a good and professional manner.

B. Vendor warrants that it has the title to, or the right to allow the ADOC to use, the supplies and services being provided and that the ADOC will have use of such supplies and services without suit, trouble, or hindrance from Vendor or third parties. This is to ensure that no infringements, prohibitions, or restrictions are in force that would interfere with the use of such supplies and services that would leave the ADOC liable.

IX. Compliance

All work completed under the Contract must be in compliance with all applicable Federal, State, and local laws, rules, and regulations. Vendor certifies that it is in compliance, and will remain in compliance, with all Federal, State, and local laws as well as all pertinent ADOC regulations in the performance of any Contract including, but not limited to, the following, if applicable:

A. Comply with the provisions of the Civil Rights Act of 1964.

B. Comply with the nondiscrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons with regard to race, color, religion, sex, or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor.

C. Comply with Section 504 of the Federal Rehabilitation Act of 1973 as amended (29 U.S.C. 794), the requirements imposed by the applicable H.E.W. regulation (45 C.F.R. Part 84), and all guidelines and interpretations issued pursuant thereto.

D. Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination.

E. Comply with the regulations, procedures, and requirements of the ADOC concerning equal employment opportunities and affirmative action.

F. Have written sexual harassment policies that comply with the ADOC's policy, to include, at a minimum, the following information:

1. the illegality of sexual harassment;
2. the definition of sexual harassment;
3. Vendor's internal complaint process, including penalties;
4. the legal recourse, investigative, and complaint process available through Vendor;
5. directions on how to contact Vendor; and
6. protection against retaliation.

H. Vendor is currently enrolled with the Department of Homeland Security ("DHS") in the E-verify system and will not knowingly hire or continue to employ person(s) who are not citizens of the United States or person(s) who are not in proper and legal immigration status authorizing them to be employed for pay in the United States.

I. Vendor will include a provision in all subcontracts that requires all subcontractors to utilize the E-Verify system to verify employment eligibility of all persons employed during the contract term. If requested, subcontractor must provide documentation as identified above.

J. In compliance with the Beason-Hammond Alabama Taxpayer and Citizen Protection Act as amended and codified in Ala. Code Section 31-13-1, *et seq.*, by signing the Contract, the contracting parties affirm, for the duration of the Contract, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Contract and shall be responsible for all damages resulting therefrom.

K. Vendor will maintain a drug-free workplace. Vendor certifies that no individual engaged in the unlawful manufacture, distribution, dispensation, possession, or use of any illegal drug or controlled substance will be eligible for employment by Selected Vendor under the Contract.

L. Vendor acknowledges and understands that any employee or subcontractor will be subject to, and will comply with, all security regulations and procedures of the ADOC.

M. All Selected Vendor employees or subcontractors who enter any ADOC facility are subject to a background check and security check of his/her person and personal property (including his/her vehicle) and may be prohibited from entering the facility in accordance with ADOC regulations. Additionally, any Selected Vendor employee found to have violated any security regulation may be barred from entering any ADOC facility.

N. Selected Vendor must have appropriate certifications, permits, and licenses in accordance with State and Federal law. The Vendor and its subcontractors will be responsible for obtaining any and all required governmental permits, consents, and authorizations and payment of all taxes.

O. Vendor shall comply with Alabama Code Section 14-11-31, as well as 28 C.F.R. Part 115, the Prison Rape Elimination Act (“PREA”). The ADOC has a Zero Tolerance Policy toward all forms of custodial sexual misconduct, sexual abuse, and sexual harassment. See Administrative Regulation 454, Inmate Sexual Assault and Harassment Awareness (Prison Rape Elimination Act (PREA)). Any type of conduct – including suspected conduct – that falls within the context of custodial sexual misconduct/sexual abuse, as defined by either the State or Federal laws referenced above, shall be reported immediately to the Warden of the facility to which he or she is assigned or the Associate Commissioner for Health Services, or his/her designee.

P. In compliance with Act 2016-312, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

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SECTION F

PROPOSAL PREPARATION AND SECTION CRITERIA

I. DEADLINES

A. Deadlines and other critical dates in this RFP have been provided in Attachment F. For any discrepancies between Attachment F and the dates included in this RFP, Attachment F will prevail.

B. Sealed Proposals must be received **by 4:00 p.m., Central Standard Time, on May 9, 2024**, at the below listed address. Responses are to be submitted in a sealed envelope and clearly marked, on the external packaging, “ADOC RFP #2024-03: Inmate Communications System”. See Attachment B.

Proposals should be delivered directly by UPS, FEDEX, or other delivery services to:

State of Alabama
Alabama Department of Corrections
Legal Division
Attn: Mandy Speirs
301 S. Ripley Street
Montgomery, Alabama 36104

1. All proposals received after the appointed date and hour for receipt, whether by mail or otherwise, will be returned unopened. The time of receipt shall be determined by the time received in the ADOC Commissioner’s Office. Vendors have the sole responsibility for assuring that proposals are received in the ADOC Commissioner’s Office by the designated date and time.
2. Due to the potential delay that may be caused by the processes of the State Mail Room, through which the United States Postal Service delivers mail to State agencies, it is not recommended that this service is used for short-term or overnight deliveries.
3. Whether proposals are mailed, hand delivered, or directly delivered by express mail, they must be delivered to the ADOC Commissioner’s Office at the above address. Hand delivered proposals must be delivered in ample time to allow for security check-in at the front desk of the Criminal Justice Center and delivery to the ADOC Commissioner’s Office prior to the closing time for the solicitation.
4. Faxed, electronic, or oral proposals will not be accepted.

C. If any prospective Vendor has questions about the specifications or other solicitation documents, that Vendor must submit the questions to the attention of the Single Point of Contact, Mandy Speirs, via electronic mail at Mandy.Speirs@doc.alabama.gov, **by 4:00 pm, Central Standard Time, on April 17, 2024**. Any e-mail should include in the subject line “RFP 2024-03: Inmate Communications System.” It is Vendor’s responsibility to verify receipt of the questions.

D. Written Responses to those questions received by the ADOC will be posted on the ADOC website, at www.doc.alabama.gov/RequestForProposals, by April 15, 2024. Any revisions to the RFP will be made only by addendum issued by the ADOC.

II. PROPOSAL PREPARATION

A. The Vendor Proposal Form (Attachment A) must be used for submitting proposals. The Proposal Form must be completed and submitted with Vendor's proposal. **All documents referenced in Attachment A must also be included with Vendor's proposal. Attachment A, Section V., Cost Proposal, shall be submitted in a separately sealed envelope as well as electronically on the excel form to be provided to the prospective Vendors at the Bidder's Conference.** The certification located at the bottom of the form should be completed, signed by an official that has the authority to bind Selected Vendor, and notarized.

B. In order to be considered for selection, Vendor shall submit a complete response to this RFP. Proposals should be as thorough and detailed as possible, so the ADOC may properly evaluate Vendor's capabilities to provide the required services.

C. Vendors are required to comply with the following instructions:

1. Proposals shall be signed and notarized by an authorized representative of Vendor. All information requested must be submitted. Failure to submit all information requested may result in the ADOC requiring prompt submission of missing information, giving a lower score in evaluation of the proposal, or rejection of the proposal by the ADOC.

2. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.

3. Proposals should be organized in the order in which the requirements are presented in Section 5.8 of this RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the corresponding paragraph from Attachment A or Section III of the RFP, as applicable. It is also helpful to repeat the text of the requirement as it appears in Attachment A or Section III of the RFP, as applicable. Proposals that are not organized in this manner risk elimination from consideration or a lower score in the evaluation of the proposal if the evaluators are unable to find where the RFP requirements are specifically addressed.

4. The ADOC takes its responsibilities under the State of Alabama's Open Records Law very seriously. If the Vendor considers any portion of the documents, data, or records submitted in response to this solicitation to be confidential, trade secret, or otherwise not subject to public disclosure, Vendor must, in addition to the required copies below, also provide the ADOC with a separate, redacted copy of its proposal on a USB drive in PDF format, marked clearly as a "REDACTED COPY," and briefly describe in a separate writing, as to each redacted item, the grounds for claiming exemption from the public records law. This redacted copy shall be provided to the ADOC at the same time Vendor enters its submissions and must only exclude or redact those exact portions that are claimed confidential, trade secret, or otherwise not subject to disclosure.

Vendor shall be responsible for defending its determination that the redacted portions of its submissions are confidential, trade secret, or otherwise not subject to disclosure. Furthermore, Vendor shall protect, defend, and indemnify the ADOC for any and all claims arising from or relating to Vendor's determination that the redacted portions of its proposal are confidential, trade

secret, or otherwise not subject to disclosure. All of the above shall be acknowledged in Vendor's separate writing that must accompany the "REDACTED COPY."

If Vendor fails to submit a Redacted Copy with its proposal, the ADOC is authorized to produce the entire document(s), data, and/or records submitted by the Vendor in response to any public records request.

III. Oral Presentation

The ADOC may, at its sole option, elect to require oral presentation(s) by Vendors being considered for award. This provides an opportunity for the ADOC to ask questions and Vendors to clarify or elaborate on their proposals. This is a fact finding and explanation session only and does not include negotiation. The ADOC will schedule the time and location of these presentations, if required. Should the ADOC elect to require oral presentation(s), they are tentatively scheduled for the week of May 20, 2024.

IV. Request to Modify or Withdraw Proposal

Vendor may make a written request to modify or withdraw the proposal at any time prior to opening. No oral modifications will be allowed. Such requests must be addressed and labeled in the same manner as the original proposal and plainly marked Modification to, or Withdrawal of, Proposal. Only written requests received by the ADOC prior to the scheduled opening time will be accepted. The ADOC will correct the proposal after opening.

V. Vendor's Representation

Vendor, by submission of a proposal, represents that it has read and understands the solicitation document and specifications and has familiarized itself with all Federal, State, and local laws, ordinances, rules, and regulations that may affect the cost, progress, or performance of the work.

The failure or omission of any Vendor to receive or examine any form, instrument, addendum, or other documents shall in no way relieve Vendor from any obligations with respect to its proposal or to the Contract.

VI. Identification of Proposal Envelope

A. Envelopes/boxes containing proposals shall be sealed and marked in the lower left-hand corner of the external packaging with the solicitation number, "ADOC RFP No. 2024-03: Inmate Communications System," hour, and due date of the proposal. A sample of a return mailing label for identifying the package as a sealed proposal has been provided as Attachment B. This format should be used on your proposal packaging. It is further suggested that, if you submit your proposal by a courier such as FedEx or UPS, and place your sealed envelope inside the courier's envelope, that you clearly mark the courier's envelope with the same information.

1. No other correspondence or other proposals should be placed in the envelope.
2. Envelopes that are prematurely opened due to Vendor's failure to comply with this Section will not be considered. The ADOC assumes no responsibility for the premature opening of any envelope not properly identified.

VII. Suspected Errors/Clarification

Consistent with Section F. I. C., if Vendor suspects an error, omission, or discrepancy in this solicitation, Vendor must notify Ms. Mandy Speirs, ADOC's Single Point of Contact, via e-mail at Mandy.Speirs@doc.alabama.gov and such notification must be received by the ADOC **by 4:00 p.m., Central Standard Time, on April 17, 2024**. The subject line of the e-mail should read "RFP 2024-03: Inmate Communications System." The ADOC will issue written instructions, if appropriate, on or before April 24, 2024, which will be posted on ADOC's website at www.doc.alabama.gov/RequestforProposals.

If Vendor considers any part of the RFP unclear, Vendor is expected to make a written request for clarification by no later than **4:00 p.m., Central Standard Time, on April 17, 2024**. In the ADOC's response, the ADOC will provide the request for clarification followed by a statement of clarification, which will be posted on the ADOC's website at www.doc.alabama.gov/RequestforProposals. This will be done on or before April 24, 2024.

VIII. Submission Requirements

One (1) original and ten (10) hard copies of the proposal must be submitted to the ADOC. This does not include the "REDACTED COPY" Vendor may choose to submit. See Section F. II. C. 3. Each copy of the proposal should be bound or contained in a single volume where practical, excluding the Cost Proposal, which should be submitted in a **separate** sealed envelope. All documentation submitted with the proposal should be contained in that single volume. **Vendor must also submit ten (10) USB drives containing an electronic copy of the complete proposal in readable PDF format as well as the "REDACTED COPY," if desired.** A second USB drive including the Cost Proposal on the form in .xls format must also be provided in the separate, sealed envelope. The ADOC will not accept oral, electronic, or faxed proposals. Vendor shall make no other distribution of the proposals. **The following is required in the proposal:**

All Vendors must fully complete Attachment A, Vendor Proposal Form, in submitting their proposed prices and certifying acceptance of the terms and conditions associated with the RFP. The Vendor Proposal Form must be signed and notarized in order to be considered. If Vendor is a corporation, the proposal must be submitted in the name of the corporation, not simply in the corporation's trade name. In addition, Vendor must indicate the corporate title of the individual signing the proposal. **Copies of any forms listed in Attachment A must also be submitted.**

Vendor should submit its Cost Proposal in both written and .xls format in accordance with the instructions provided in Section V of Attachment A. A copy of the form in excel format will be provided to potential Vendors who attend the Bidder's Conference. This Cost Proposal must be submitted in a separately sealed envelope and will not be opened until after the substantive proposal has been evaluated by the committee. **Failure to submit a separate Cost Proposal or to submit the Cost Proposal on the provided .xls form may result in a rejection of Vendor's proposal or disqualification of Vendor from continuing participation in the process.**

IX. Evaluation Criteria

Proposals will be evaluated by the ADOC using the following criteria:

Criteria	Percentage
General Qualifications	5%
Vendor Reliability	15%
Vendor Experience	15%
Suitability of Approach/Methodology	40%
Cost	25%
Total Possible	100 %

A. Notwithstanding the foregoing, the ADOC reserves the right to award on the basis of cost alone, on the basis of quality alone, or to accept or reject any or all bids if it is determined to be in the best interest of the State.

B. Proposals found to be technically or substantially non-responsive at any point in the evaluation process may be rejected and not considered further.

C. The State may, at its sole option, elect to require oral presentation(s) by Vendors clearly in consideration for award. Should the ADOC elect to require oral presentation(s), these presentations will be held at a time to be determined. The State reserves the right to amend the evaluation criteria to allow for scoring of the oral presentation(s).

This portion is intentionally left blank.

ATTACHMENT A
Vendor Proposal Form

Failure to complete and provide this form with the proposal submission will result in rejection of your proposal. For any portions for which no response is necessary, please mark the response as “N/A.”

I. General Qualifications

A. Provide Vendor’s contact information, including company name (if applicable), primary contact, mailing address (including city, state, and zip code), phone number, and e-mail address¹.

B. Indicate the length of time you have been in business providing this type of good or service:

Years: _____ Months: _____

C. If Vendor is a business entity, provide Vendor’s FIN or FEI Number and Vendor’s Alabama Business License Number. Vendor must provide a statement that, upon award of a contract, Vendor agrees to take the steps required to sign up with the Alabama State Comptroller in order to receive payment².

D. Provide a list of all clients lost within the last three (3) years, including a contact name, title, telephone number, and e-mail address, if available. In addition, state the length of service at the account and reason for loss. If your company has not lost any such clients in the last three (3) years, indicate so by stating, “[Vendor] has not lost any clients.”

E. If Vendor is a business entity, provide a statement that the Vendor’s corporate office is registered with the Secretary of State to do business in the State of Alabama or provide proof of having submitted an application to do business with the assurance that Vendor will be licensed prior to assuming the contract.

F. Complete, sign, notarize, and attach the “Disclosure Statement” as required by Act 2001-955. This statement is required to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000. The form, along with instructions, can be found at www.ago.alabama.gov (click on “Resources”). At least one (1) original should be submitted. For your convenience, a copy of the certification form has been provided as part of Attachment D.

G. Provide a complete copy of Vendor’s Memorandum of Understanding with DHS showing enrollment in the E-verify system. (This can be printed from your business’s screen once logged in to E-verify).

H. Complete and attach the “CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT” as required by

¹ Note: The e-mail address may be used for formal communications from the ADOC.

² Note: This requirement is separate from the requirement to register as a business entity with the Secretary of State in 1(e) of this Attachment.

Alabama Code Section 31-13-1, *et seq.* For your convenience, a copy of the certification form has been provided as part of Attachment D.

I. Complete and attached the “CERTIFICATE OF COMPLIANCE WITH ACT 2016-312” as required by said act. For your convenience, a copy of the certification form is provided on the ADOC website under “About ADOC” then “RFP’s.”

J. Complete and attach Vendor’s W-9 as required by the State of Alabama. A fillable form may be accessed at <https://www.irs.gov/pub/irs-pdf/fw9.pdf>.

K. Provide a copy of Vendor’s “Certificate of Public Convenience and Necessity to Provide Inmate Phone Service in Alabama”. A Vendor must have received the certificate prior to offering to bid or provide their services to confinement institutions in the State of Alabama. Vendors can obtain additional information by accessing the Alabama Public Service Commission’s website: psc.alabama.gov/inmate-phone-service-providers/. A link to the “Application for Certification to Provide Inmate Telephone Service in Alabama” can be accessed at https://psc.alabama.gov/wp-content/uploads/2021/12/Inmate_ApplicationAug2019.pdf

L. Provide Vendor’s current FCC number as well as a copy of the Vendor’s tariffs that are on file with the FCC and AL PSC.

M. Read, expressly agree, and certify that Vendor has and will comply with all Terms and Conditions as set forth in Section II of the RFP. If there are any exceptions requested, state so in writing.

N. Read, expressly agree, and certify that Vendor has and will comply with all Certifications as set forth in Section E of the RFP. If there are any exceptions requested, state so in writing.

II. Vendor Reliability

A. Provide a list of all customers that have formally questioned the Vendor’s paid and/or earned commissions within the last three (3) years. The list should include facility name, contact name, contact number, and contact email address. If applicable, and if the customer’s question had to do with InterState commissions only, then the Vendor should state that the customer’s question had to do with InterState revenue and/or commissions only. This section number can be listed as “Confidential” and included in the Vendor’s Redacted Proposal.

B. Provide a list of all customer agreements that have language which excludes any type of customer commission and/or revenue payments for InterState commissions within the last three (3) years. The list should include facility name, contact name, contact number, and contact email address. This section number can be listed as “Confidential” and included in the Vendor’s Redacted Proposal.

C. Provide a list of all customer locations that have had any type of data breach relating to correctional communications services within the last three (3) years. If applicable, the list should include facility name, contact name, contact number, and contact email address. This section number can be listed as “Confidential” and included in the Vendor’s Redacted Proposal.

D. Provide a list of any known Vendor data and/or network breaches which have occurred within the last three (3) years. If applicable, the Vendor should state what security protocols that have been put into place to eliminate the same breaches from happening at an ADOC facility. This section number can be listed as “Confidential” and included in the Vendor’s Redacted Proposal.

E. Provide documentation confirming that Vendor’s data and/or network has been tested for non-authorized penetration. If applicable, include dates and third-party companies that were used to test for network/data vulnerabilities.

F. Provide documentation confirming that Vendor is Payment Card Industry (PCI) Data Security Standard compliant for taking credit card payments.

III. Vendor Experience

Provide, at a minimum, the information requested below (if any correctional service functions will be subcontracted, submit a separate response for each sub-Vendor):

A. Vendor’s experience in providing inmate telephone services in multiple correctional facilities similar in scope to this RFP. Provide a list of all State systems for which Vendor has provided similar telecommunication services in the past five (5) years. For each entity, provide the facility owner’s name, contact person, and telephone number, average inmate population, and number of facilities associated with that contract.

B. Vendor’s experience in providing inmate kiosks and/or personal devices multiple correctional facilities similar in scope to this RFP. Provide a list of all State systems for which Vendor has provided similar application services in the past five (5) years. For each entity, provide the facility owner’s name, contact person and telephone number, average inmate population, and number of facilities associated with that contract.

C. Provide titles, qualifications, certifications, and experience of all key personnel that will be utilized to perform services as outlined in this RFP.

D. Indicate specific electronic educational processes and/or applications that distinguish Vendor from other Vendors in the field.

E. Provide three (3) references, if possible, from current or former clients. The references should attest to the experience of the Vendor in providing correctional communications services to a Statewide system. For each reference, the following information must be included: Company Name and Address; Contact Name, Title, Phone Number, and E-mail; Dates of Service to Client; and a description of the supplies or services provided.

IV. Suitability of Approach

Provide a plan of operation to achieve the objectives as defined in Section C of this RFP, specifically addressing and referencing each item in Section C. This will assist with the evaluation process. Note: In responding to this term, each paragraph in the proposal should reference the corresponding paragraph

from Section C. It is also helpful to repeat the text of the requirement as it appears in Section C.

V. Rates, Fees, and Revenue Share Requirements

The response to this Section must be provided in a separate, sealed envelope marked “Cost Proposal” in both print and in .xls format as provided to prospective Vendors. Failure to do so will result in a rejection of Vendor’s proposal.

Vendor shall submit a cost proposal that is inclusive of time, supplies, resources, and other variable expenses necessary to perform the requirements of this RFP. Provide a description of all rates, transaction fees, their amounts, and the specifics as to when they will be charged to any inmates and/or End User accounts. Vendor shall state if any applicable transaction fees are commissionable or non-commissionable to the ADOC and detail the application module in which they are applicable to including, but not limited to, video visitation deposits, inmate telephone deposits, and inmate email deposits.

Vendor inmate telephone fees shall be fixed for the duration of the Contract, even if the FCC, Alabama Public Service Commission, or other order would permit higher fees. Vendor will not be allowed to charge any fees or provide any applications that are not disclosed in bid response. ADOC reserves the right to approve all rates and fees assessed.

Approved Fees	Maximum Amount Allowed	Commissionable to the ADOC?	Applied Application	Vendor Fee
Website & IVR Prepaid Deposit Funding Fees	\$3.00			\$ _____
Live Call Center Deposit Fee	\$5.95			\$ _____
3rd Party Billing Companies: Western Union, etc.	\$5.95 (no Vendor pass-thru)			\$ _____
Checks, Cash, or Money Orders	\$0.00			
Prepaid Debit Transfer Fee	\$0.00			
Single Payment Fee (must be presented as last payment option)	\$3.00 (ADOC will receive same commission percentage on all call types; including single payment call fees, although the ADOC prefers NO per call surcharges.)			\$ _____
Refund Fee (*Calling Card refunds not allowed) 30-day turnaround from	*\$4.99 or less can be provided with a Calling Card. \$5.00 or more should have			\$ _____

request to mailing of refund check.	the option of receiving a check.			
Monthly Account Inactivity or other monthly fees	\$0.00			
County Tax	Doesn't apply			
City Tax	Doesn't apply			
State Gross Utility Tax	6%			
FUSF	Applicable percentage with 100% pass thru on Interstate traffic only			
Returned Check Charges	Not to exceed \$30.00			\$ _____
Credit Card Charge Backs	Not to exceed \$30.00			\$ _____
VoIP or Wireless Fees	\$0.00			
Commissary Transfer Fees	\$0.00			
Voice Message Fees (broadcast messages are free)	\$0.50 per message			\$ 0. __
Direct Billing Fees	\$2.00 for paper copies, and \$0.00 for electronic copies.			\$ _____

New FCC Inmate Safe Harbor Rate³

³ <https://docs.fcc.gov/public/attachments/DOC-387025A1.pdf>

ITS Per Minute Rates*			
Call Type	Collect	Prepaid	Debit
Local	\$0. __	\$0. __	\$0. __
IntraLATA/IntraState	\$0. __	\$0. __	\$0. __
InterLATA/IntraState	\$0. __	\$0. __	\$0. __
InterLATA/InterState	\$0. __	\$0. __	\$0. __
Domestic International	\$0. __	\$0. __	\$0. __
International	\$0. __	\$0. __	\$0. __
Single Payment Call	\$0. __	\$0. __	\$0. __
Direct Billed Call	\$0. __	\$0. __	\$0. __

*The maximum allowed per minute rate for non-international calls is \$0.14. The ADOC will give strong preference to the lowest rates available for its inmates and end users.

ITS Revenue Share*	
Description	Revenue Share Percentage
Minimum Monthly Guaranteed Amount	\$ _____
Minimum Monthly Guarantee Per Inmate	\$ _____
Minimum Monthly Guarantee Per Minute	\$ _____
Facility Cost Recovery % of Gross Revenue	_____ %

*Selected Vendor agrees to pay ADOC, monthly, on the higher amount of the above. ADOC currently receives an average monthly ITS revenue share of between \$300,000.00 and \$350,000.00.

Upfront Cash Signing Bonus	\$ _____
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Automated Voicemail		
Description	Rate/Fee	Revenue Share
Rate per completed voicemail message.	\$0. __	_____ %

Video Visitation		
Description	Rate/Fee	Revenue Share
Scheduled 25-minute visits.	\$ _____	_____ %

Secure Inmate Messaging		
Description	Rate/Fee	Revenue Share
Email messages (Incoming and Outgoing)	\$ _____	_____ %
Attachments	\$ _____	_____ %

Application System*		
Available Modules	Rate/Fee	Revenue Share
Pictures	\$ _____	_____ %
Books	\$ _____	_____ %
Music	\$ _____	_____ %
Games	\$ _____	_____ %
Religious Applications	\$ _____	_____ %
Television	\$ _____	_____ %
Movies	\$ _____	_____ %
One-way Video Streaming	\$ _____	_____ %
Video Messaging	\$ _____	_____ %
	\$ _____	_____ %
	\$ _____	_____ %
	\$ _____	_____ %
	\$ _____	_____ %
	\$ _____	_____ %
	\$ _____	_____ %
	\$ _____	_____ %
	\$ _____	_____ %
	\$ _____	_____ %
	\$ _____	_____ %
	\$ _____	_____ %
	\$ _____	_____ %

*Vendor should list any additional application system modules above. **Vendor shall include in the above list any costs chargeable to ADOC for any products or services listed in this RFP. Attach additional pages if necessary.** If there are no associated fees, Vendor should enter \$0.00 in that section. ADOC reserves the right to approve any and all fees. Any application systems not listed will need written approval from ADOC before being implemented.

VI. Certification

I/we agree to furnish the services as set forth in this proposal and guarantee that the services to be provided will meet or exceed all specifications, terms, conditions, and requirements herein. The undersigned offers and agrees to comply with all terms, conditions, and certifications as stated in this RFP, and furnish the services at the prices, rates, or commissions provided with this signed proposal, or as mutually agreed upon after subsequent negotiation.

_____ Authorized Signature (Ink)

_____ Authorized Name (Typed)

_____ Title of Authorized Person

Sworn to and subscribed before me and given under my hand and official seal this the _____ day of _____.

NOTARY PUBLIC

My Commission Expires: _____

ATTACHMENT B
Proposal Submission Envelope Label Sample
for Direct Delivery by UPS or FEDEX

Vendor's Name:
Vendor's Address:

State of Alabama
Department of Corrections
Legal Division
Attn: Mandy Speirs
301 S. Ripley Street
Montgomery, Alabama 36104

ADOC Commissioner
RFP NUMBER: 2024-03
Communication System
RFP Hour and Due Date:
4:00 p.m. CST, May 9, 2024.

ATTACHMENT C ADOC Facility Information

Major Correctional Facilities

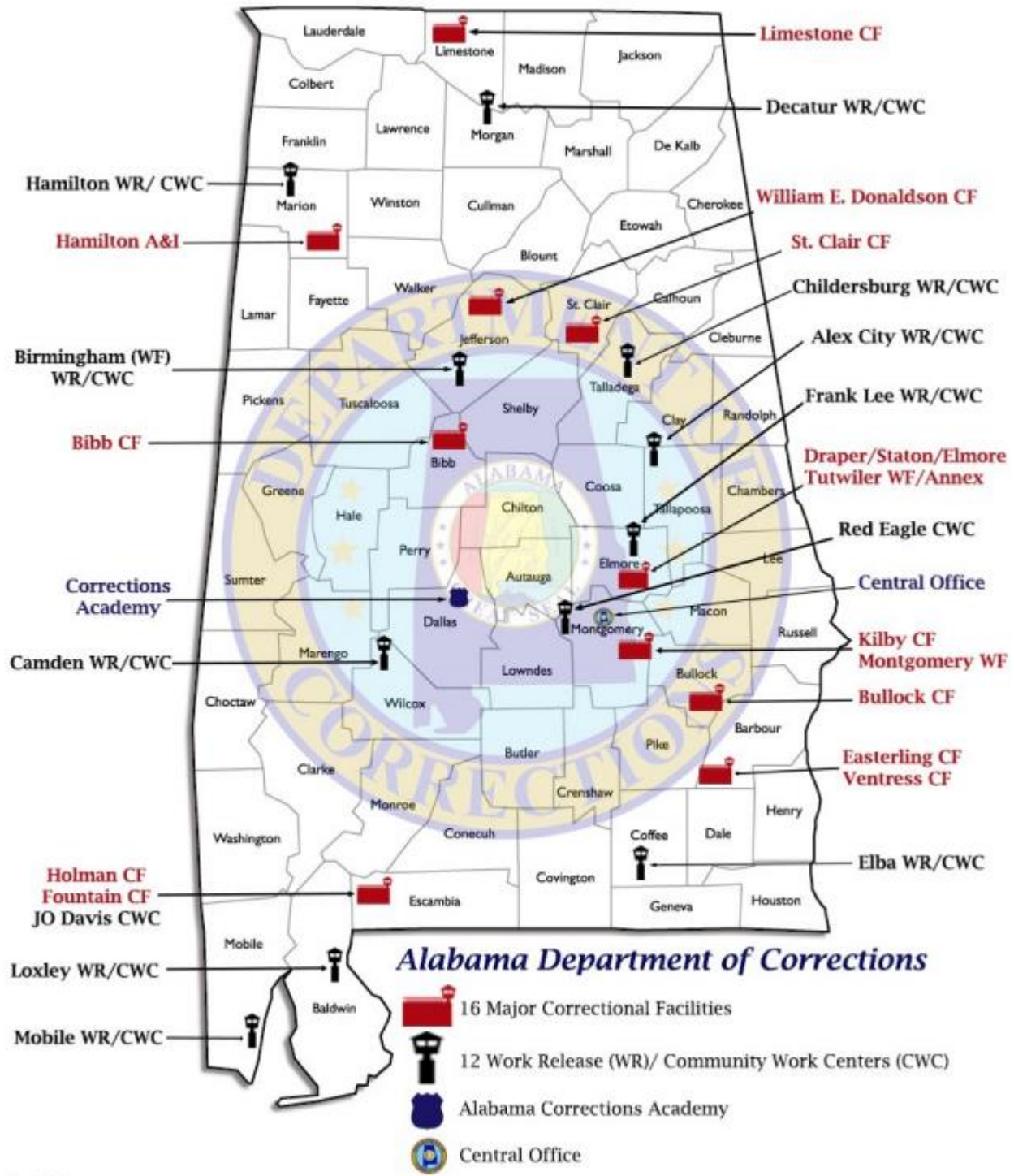
Facility	Street Address	ADP	Custody Type	Inmate Phones
Bibb	565 Bibb Lane, Brent, AL 35034	1594	Medium	113
Bullock	104 Bullock Drive, Union Springs, AL 36089	1473	Medium	110
Donaldson	100 Warrior Lane, Bessemer, AL 35023	1360	Close	67
Easterling	200 Wallace Drive, Clio, AL 36017	1232	Medium	43
Elmore	3520 Marion Spillway Road, Elmore, AL 36025	1665	Medium	40
Fountain	9677 AL Highway 21 N, Atmore, AL 36503	1271	-close	40
Hamilton A & I	223 Sasser Drive, Hamilton, AL 35570	258	Close	9
Holman	866 Ross Road, Atmore, AL 36503	310	Close	36
Kilby	12201 Wares Ferry Road, Montgomery, AL 36117	1256	Close	96
Limestone	28779 Nick Davis Road, Harvest, AL 35749	2311	Close	127
St. Clair	1000 St. Clair Road, Springville, AL 35146	1103	Close	88
Staton	2690 Marion Spillway Road, Elmore, AL 36025	1383	Medium	34
Tutwiler	8966 US Highway 231 N, Wetumpka, AL 36092	746	Close	72
Ventress	379 Alabama Highway 239 N, Clayton, AL 36016	1238	Medium	58
TOTAL:		17200		933

Community Based Facilities & Work Centers

Facility	Street Address	ADP	Custody Type	Inmate Phones
Alex City	Highway 22 W, Alex City, AL 35011	215	Minimum	11
Birmingham	1216 25 th Street N, Birmingham, AL 35234	230	Minimum	14
Camden	1780 Alabama Highway 221, Camden, AL 36726	67	Minimum	6
Childersburg	13501 Plant Road, Alpine, AL 35014	398	Minimum	24
Elba	1620 Boswell Street, Elba, AL 36323	221	Minimum	7
Frank Lee	5305 Ingram Road, Deatsville, AL 36022	290	Minimum	16
Hamilton	1826 Bexar Avenue E, Hamilton, AL 35570	252	Minimum	10
Loxley	14880 County Road 64, Loxley, AL 36551	321	Minimum	26
Mobile	2423 N Beltline Highway, Prichard, AL 36610	199	Minimum	9
Montgomery	12085 Wares Ferry Road, Montgomery, AL 36117	179	Medium	12
North Alabama	1401 Highway 20 W, Decatur, AL 35601	600	Minimum	21
Red Eagle	1290 Red Eagle Road, Montgomery, AL 36110	309	Minimum	12
TOTAL:		3,281		168

Additional information about ADOC facilities, including month end populations for Major Institutions and Work Release Centers, can be found on the ADOC website: <http://www.doc.state.al.us/>

Alabama Department of Corrections Facilities Map



Nov. 2017

ATTACHMENT D
Disclosure Statement and Certificate of Compliance Forms

Available at www.doc.alabama.gov

ATTACHMENT E

Optional Bidder’s Conference and Site Tour Schedule

Date: April 10, 2024
 Start Time: 1:00 p.m.
 St. Clair Correctional Facility
 1000 St. Clair Road
 Springville, Alabama 35146

- *Suggested attire: business casual, comfortable walking shoes, no shorts allowed
- *Institution information: Picture ID - leave purses, money, cell phones in auto
- * Travel time to/between institutions/facilities listed is approximate

Day 1-April 10, 2024: Recommend Vendor makes hotel accommodations in Birmingham Area.

1:30 p.m. to 2:30 p.m.	St. Clair Correctional Facility		End Day 1
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Recommend Vendor make hotel accommodations in the Decatur/Huntsville Area.

Day 2 – April 11, 2024:

10:00 a.m.	North Alabama Work Center	1401 Highway 2- West Decatur, AL 35601	35 minutes to Limestone from NAWC
1:00	Limestone Correctional Facility	28779 Nick Davis Road Harvest, AL 35749	
3:00 p.m.	Tour Completion Meeting at Limestone Correctional Facility		End Day 2

ATTACHMENT F
RFP Critical Dates

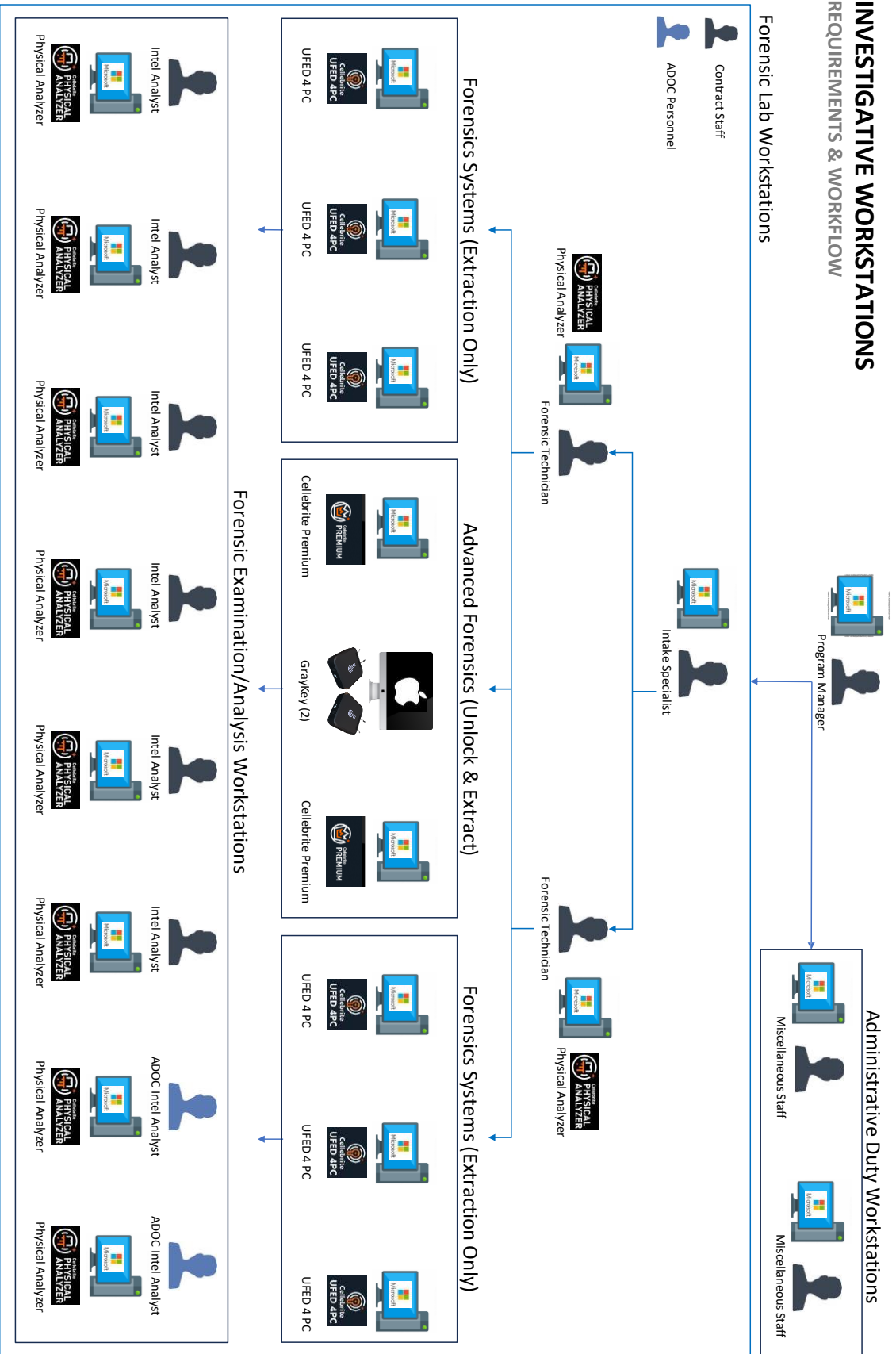
<u>Activity</u>	<u>Date</u>
Issue RFP	April 4, 2024
Bidder's Conference and Optional Bidder's Tours	April 10, 2024, at 10:00 am CST
Deadline for Submittal of Questions	April 17, 2024, by 4:00 p.m. CST
Answers to Questions Posted	April 15, 2024
Deadline for Proposal Submission	May 9, 2024, by 4:00 p.m. CST
Opening Day for Proposals	May 10, 2024, at 10:00 am CST
Contract Review Deadline	July 18, 2024
Contract Review Meeting	August 1, 2024
Target Implementation Start	October 1, 2024

*These dates are best estimates and are subject to change.

ATTACHMENT G

Investigative Workstation Details

INVESTIGATIVE WORKSTATIONS REQUIREMENTS & WORKFLOW



REQUEST FOR PROPOSAL NO. 2024-03

Alabama Department of Corrections Inmate Communications System

Amendment I.

ADOC wishes to amend the RFP 2024-03 as follows:

Page 9 III. April 15, 2024 is replaced with April 26, 2024

Page 75 D. April 15, 2024 is replaced with April 26, 2024

Attachment F – April 15, 2024 is replaced with April 26, 2024.

All other terms and conditions shall remain the same.