

**NOTICE TO VENDORS
REQUEST FOR PROPOSAL**

The Iowa Telecommunications and Technology Commission operating the Iowa Communications Network (ICN) will be receiving sealed bid proposals until 3:00 p.m. CST February 24, 2020

RFP 19-000

INCARCERATED INDIVIDUAL COMMUNICATIONS SYSTEMS (IICS)

**Brian Clayton – Issuing Officer
Iowa Communications Network
400 East 14th Street
Grimes State Office Building
Des Moines, Iowa 50319
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Vendors must comply with all affirmative action/equal employment opportunity provisions of State and Federal laws.

THIS REQUEST FOR PROPOSAL (RFP) CONSISTS OF FIVE CHAPTERS AND SIX ATTACHMENTS:

<u>CHAPTER</u>	<u>TITLE</u>
1	Administrative Issues
2	Contractual Terms
3	Purpose and System Background Information
4	Technical Specifications / Service Requirements
5	Evaluation Criteria
Attachment 1	Term and Conditions
Attachment 2	Authorization to Release Information
Attachment 3	Bid Proposal Compliance Form
Attachment 4	Bid Proposal and Pricing Work Sheet
Attachment 5	Sales & Use Tax Certification
Attachment 6	ICN Maintenance and Support Contacts and On Call Procedures

CHAPTER 1. ADMINISTRATIVE ISSUES

1.1 Schedules and Submission of Proposal.

1.1.1 Questions and Answers. Vendors are invited to submit written questions and requests for clarifications regarding the RFP.

1.1.1.1 Round One: Vendors may also submit suggestions for changes to the requirements of this RFP. The questions, requests for clarifications, or suggestions must be in writing and received by the Issuing Officer before 4:00 p.m., central time, **January 20, 2020**. Oral questions will not be accepted or responded to by the ICN. If the questions, requests for clarifications, or suggestions pertain to a specific section of the RFP, the page and section number(s) must be referenced. The ICN will post the responses on the ICN web page, www.icn.iowa.gov by close of business, **January 24, 2020**. The ICN's written responses will be considered part of the RFP. If the ICN decides to adopt a suggestion, the ICN will issue an amendment to the RFP.

1.1.1.2 Round Two: Vendors may submit follow-up questions, requests for clarifications, or suggestions to the Issuing Officer before 4:00 p.m., central time, **January 31, 2020**. Oral questions will not be accepted or responded to by the ICN. If the questions, requests for clarifications, or suggestions pertain to a specific section of the RFP, the page and section number(s) must be referenced. The ICN will post the responses on the ICN web page, www.icn.iowa.gov by close of business, **February 7, 2020**. The ICN's written responses will be considered part of the RFP. If the ICN decides to adopt a suggestion, the ICN will issue an amendment to the RFP.

1.1.1.3 The ICN assumes no responsibility for verbal representations made by its officers or employees unless such representations are confirmed in writing by the ICN and incorporated into this RFP.

1.1.2 Changes and Amendments. The ICN reserves the right to amend the RFP at any time. If the ICN amends the RFP, the ICN will post the amendment on its web site. It is suggested that all Vendors check the ICN web page periodically, for updates, amendments, etc. Vendors' bid proposals must include acknowledgment of all amendments issued by ICN. If the ICN amends the RFP after the closing date of receipt of proposals, the ICN may, in its sole discretion, allow Vendors to amend their bid proposals in response to the ICN's amendment.

1.1.3 Receipt of Bid Proposals. Bid Proposals must be received at ICN's office no later than 3:00 p.m. central time Monday **February 24, 2020**. This requirement is a mandatory requirement and is not a minor deficiency subject to waiver by the ICN. No bid proposals will be accepted after the date and time specified. A late bid proposal shall be returned unopened to the Vendor. Additionally, no bid proposal will be accepted by telephone, electronic mail or facsimile. The bid proposals must be delivered to:

Brian Clayton
Iowa Communications Network
400 East 14th Street
Grimes State Office Building
Des Moines, IA 50319

1.1.4 Bid Proposal Opening. The ICN will open bid proposals at 3:00 p.m. central time on **February 24, 2020**. Vendors may attend the bid opening if they wish, but no price information or any other information contained in any bid will be made public at that time. The bid proposals and the evaluation documents created by the ICN will remain confidential subject to Iowa Code Section 72.3 until the evaluation committee has evaluated all bid proposals submitted in response to this RFP and the ICN has issued a notice of intent to award the contract. The bid proposals submitted and the evaluation documents created by the ICN will be available for inspection subject to the exceptions described in Iowa Code Chapter 22 or other applicable law only after the selection process is complete.

1.1.4.1 Vendors must furnish all information necessary to evaluate the bid proposal. Bid proposals that fail to meet the mandatory requirements of the RFP or that fail to provide all of the information requested may be disqualified. Verbal information provided by the Vendor shall not be considered part of the Vendor's bid proposal.

1.1.4.2 All bid proposals shall be firm for a minimum period of one hundred and eighty (180) days to allow the evaluation committee to fully evaluate all bid proposals and make an award deemed to be in the best interest of ICN and the State of Iowa. The ICN reserves the right to issue an award either prior to, or beyond the 180 days after proposal deadline if it is in the best interests of ICN, in ICN's sole opinion, to do so. If the award is not issued within 180 days, Vendors that submitted bid proposals will be given the opportunity to confirm that the price and other factors in the bid proposal, are still valid.

1.1.4.3 By submitting a bid proposal the Vendor agrees to the terms and conditions contained within this RFP.

1.2 Proposal Format.

1.2.1 Bid Proposals shall be printed on 8.5" x 11" paper. One (1) original and one (1) copy must accompany each submission. The original bid proposal and copy must be in a package very clearly marked "RFP 19-000 bid proposal". In addition, one (1) soft copy of the bid proposal shall be provided on CD or USB drive using Microsoft Word software and Excel software, if the proposal includes spreadsheets. If the Vendor has identified portions of its bid proposal as confidential in accordance with section 1.9, the Vendor must submit one copy of the bid proposal with the confidential material removed as required by section 1.9.4.

1.2.2 To achieve a uniform review process and the maximum degree of comparability, bid proposals shall be organized in the following manner:

1.2.2.1 Completed Proposal Compliance Form (**Attachment 2**). If an exception is made by the Vendor, the Vendor must explain the exception and must describe the Vendor's proposed method for dealing with the exception. Exceptions that materially change the terms of the requirements of the RFP may result in disqualification of the Vendor's bid proposal.

1.2.2.2 Completed Authorization to Release Information Form (**Attachment 3**). The Vendor must sign the Authorization to Release Information form included with this RFP as an attachment. Failure to sign this Authorization will result in the bid proposal being rejected outright.

1.2.2.3 Technical Specifications / Service Requirements. The Vendor must provide a positive statement of compliance to each mandatory requirement to have its bid proposal considered. The bid proposal must fully address each specification and or requirement of Chapter 4 and explain how the Vendor will accomplish or fulfill each specification and or requirement. Proposals must identify any deviation from any specification / requirements of this RFP that the Vendor cannot satisfy. Any deviations from the requirements of the RFP or requirements the Vendor cannot satisfy may result in disqualification of the Vendor's proposal.

1.2.2.4 Vendor provided, Bid Proposal & Pricing Worksheet to be labeled (**Attachment 4**) must be included with the bid proposal.

1.2.2.5 The completed Certification Regarding Registration, Collection, and Remission of State Sales and Use Tax (**Attachment 5**) must be included with the bid proposal.

1.3 Clarification of Bid Proposals and Obtaining Information. ICN reserves the right to contact a Vendor after submission of bid proposals for the purpose of clarifying a bid proposal to ensure mutual understanding. This contact may include written questions, interviews, site visits, a review of past performance if the Vendor has provided goods or services to the ICN, or any other political subdivision wherever located, or requests for corrective pages in the Vendor's bid proposal. This information may be used to evaluate the Vendor's bid proposal. However, (except as provided for in section 5.1.2) the information received from the Vendor shall not be considered in the evaluation of a Vendor's bid proposal if the information materially alters the content of the bid proposal. ICN reserves the right to obtain information concerning any Vendor or any bid proposal from any source and to consider such information in evaluating the Vendor's bid proposal.

1.4 Cost of Bid Proposal. ICN is not responsible for any costs incurred by a Vendor which are related to the preparation or delivery of the bid proposal, or any other activities carried out by the Vendor as it relates to this RFP. The costs of preparation and delivery of the bid proposal are solely the responsibility of the Vendor.

1.5 Bid Proposal Obligations. The contents of the bid proposal and any clarification thereto submitted by the successful Vendor shall become part of the contractual obligation and incorporated by reference into the resulting contract.

1.6 Bid Proposals Property of ICN. All bid proposals become the property of the ICN and the State of Iowa and shall not be returned to the Vendor. At the conclusion of the selection process, the contents of all bid proposals will be placed in the public domain and be opened to inspection by interested parties subject to the exceptions provided in Iowa Code Chapter 22 or other applicable law.

1.7 Rejection of Bid Proposals. ICN reserves the right to reject any and all bid proposals, in whole and in part, received in response to this RFP at any time prior to the execution of a written contract. Issuance of this RFP in no way constitutes a commitment by ICN to award the contract. This RFP is designed to provide Vendors with the information necessary for the preparation of competitive bid proposals. This RFP process is for ICN's benefit and is intended to provide ICN with competitive information to assist in the selection of goods and services.

1.8 Disqualification. The ICN may reject outright and may not evaluate bid proposals for any one of the following reasons:

1.8.1 The Vendor fails to deliver the bid proposal by the due date and time.

1.8.2 The Vendor states that a service requirement cannot be met.

1.8.3 The Vendor's response materially changes a service requirement.

1.8.4 The Vendor's response limits the rights of the ICN.

1.8.5 The Vendor fails to include information necessary to substantiate that it will be able to meet a service requirement. A response of "we understand" or "will comply" or merely repeating the requirement is generally not sufficient.

1.8.6 The Vendor fails to respond to the ICN's request for information, documents, or references.

1.8.7 Reserved.

1.8.8 The Vendor fails to include a completed, signed Authorization to Release Information Form (Attachment #2).

1.8.9 The Vendor fails to include a completed, signed Bid Proposal Compliance Form (Attachment #3).

1.8.10 The Vendor presents the information requested by this RFP in a format inconsistent with the instructions of the RFP.

1.8.11 The Vendor initiates unauthorized contact regarding the RFP with state employees.

1.8.12 The Vendor's exceptions to the contract terms and conditions in RFP Chapter 2 and Attachment #1 materially change the terms and conditions of or the requirements of this RFP.

1.8.13 The Vendor provides misleading or inaccurate responses.

1.8.14 The Vendor's proposal is materially unbalanced.

1.9 Public Records and Requests for Confidentiality.

1.9.1 The release of information by ICN to the public is subject to Iowa Code Chapter 22 and other applicable provisions of law relating to the release of records in the possession of a state agency. Vendors are encouraged to familiarize themselves with these provisions prior to submitting a bid proposal. All information submitted by a Vendor may be treated as public information by ICN unless the Vendor properly requests that information be treated as confidential at the time of submitting the bid proposal.

1.9.2 Any requests for confidential treatment of information must be included in a cover letter with the Vendor's bid proposal and must enumerate the specific grounds in Iowa Code Chapter 22 or other legal reasons which support treatment of the material as confidential and must indicate why disclosure is not in the best interests of

the public. The request must also include the name, address and telephone number of the person authorized by the Vendor to respond to any inquiries by ICN concerning the confidential status of the materials.

1.9.3 Any documents submitted which contain confidential information must be marked on the outside as containing confidential information, and each page upon which confidential information appears must be marked as containing confidential information. The confidential information must be clearly identifiable to the reader wherever it appears. All copies of the bid proposal submitted, as well as the original bid proposal, must be marked in this manner. Failure to properly mark information as confidential shall relieve the ICN from any responsibility if the information is viewed by the public, a competitor, or is in any way accidentally released.

1.9.4 In addition to marking the material as confidential material where it appears, the Vendor must submit one hard (printed) copy of the bid proposal from which the confidential information has been excised. This hard copy of the proposal MUST be clearly marked as "Excluding Confidential Materials". In addition to a hard copy, the Vendor may also include an electronic copy of the non-confidential portions of the bid proposal on CD-ROM using Microsoft Word. The confidential material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the document as possible. The excised version must be submitted with the cover letter and will be made available for public inspection. This submittal is a mandatory requirement and is not subject to waiver. Failure to mark the confidential items and to provide the required one copy with confidential information excised shall be defined as allowance for the entire bid proposal to be treated as a public record.

1.9.5 The Vendor's failure to request in the bid proposal confidential treatment of material pursuant to this Section and the relevant laws and administrative rules will be deemed by ICN as a waiver of any right to confidentiality which the Vendor may have had.

1.10 Restrictions on Gifts and Activities. Iowa Code Chapter 68B contains laws which restrict gifts which may be given or received by State employees and requires certain individuals to disclose information concerning their activities with State government. Vendors are responsible for determining the applicability of this Chapter to their activities and for complying with these requirements. In addition, Iowa Code Chapter 722.1 provides that it is a felony offense to bribe a public official.

1.11 Restriction on Communication. From the issue date of this RFP until the ICN issues the Notice of Intent to award, Vendors may only contact the Issuing Officer with questions or other communications relating to this RFP. If a Vendor or someone acting on the Vendor's behalf attempts to discuss this RFP orally or in writing with any Commission member or any employee of the ICN other than the Issuing Officer, except as otherwise permitted by this RFP, the Vendor may be disqualified. No questions shall be asked of State of Iowa employees regarding this RFP, without prior notification and approval by the Issuing Officer, except as otherwise specifically permitted by this RFP.

1.12 Copyrights. By submitting a bid proposal the Vendor agrees that ICN may copy the bid proposal for purposes of facilitating the evaluation or to respond to requests for public records. The Vendor consents to such copying by submitting a proposal and warrants that such copying will not violate the rights of any third party. ICN will have the right to use ideas or adaptations of ideas which are presented in the bid proposals.

1.13 Nonmaterial and Material Variances. The ICN reserves the right to waive or permit cure of nonmaterial variances in the bid proposal if, in the judgment of the ICN, it is in the ICN's best interest to do so. Nonmaterial variances include minor informalities that do not affect responsiveness; that are merely a matter of form or format; that do not change the relative standing or otherwise prejudice other Vendors; that do not change the meaning or scope of the RFP; or that do not reflect a material change in the services. In the event the ICN waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFP requirements or excuse the Vendor from full compliance with RFP specifications or other contract requirements if the Vendor is awarded the contract. The determination of materiality is in the sole discretion of the ICN.

1.14 Release of Claims. With the submission of a bid proposal, Vendor agrees that it will not bring any claim or have any cause of action against ICN or the State of Iowa based on any misunderstanding concerning the information provided herein or concerning ICN's failure, negligent or otherwise to provide the Vendor with pertinent information as intended by this RFP.

1.15 Construction of RFP with Laws and Rules. This RFP is to be construed in light of pertinent legal requirements including Iowa Code Chapter 8D and Iowa Administrative Code Chapter 751. Changes in applicable laws and rules may affect the award process or the resulting Contract. Vendors are responsible for ascertaining pertinent legal requirements

and restrictions. Vendors are encouraged to visit a web site containing references to the Iowa Code and the Iowa Administrative Code for information. A suggested address is <http://www.legis.state.ia.us> or www.icn.iowa.gov.

1.16 Bid Proposal Evaluation and Award. The ICN shall evaluate all bid proposals that are timely submitted, in accordance with the requirements set forth in evaluation Chapter 5 of this RFP. The ICN shall not necessarily award the contract to the Vendor offering the lowest cost to the ICN. The ICN may award a contract to the most responsible Vendor meeting the requirements of this RFP and which, in the sole discretion of the ICN, provides the best value to the State after considering price and compliance with the provisions of Chapter 3 and 4.

1.17 RFP Copy. Copies of the RFP will be available by sending an email request to brian.clayton@iowa.gov. In addition the RFP will also be available to the public via the ICN Web site at www.icn.iowa.gov. Vendors may also email the issuing officer and request a copy of the RFP (copy may be requested to be issued via e-mail or by mailing Vendor a printed copy).

1.18 Downloading RFP from the Internet. All amendments and responses to Vendor questions will be posted on the ICN's website at www.icn.iowa.gov. Vendors are advised to check the ICN's website periodically for amendments to this RFP, because Vendors will not automatically receive amendments.

1.19 Definition of Contract. The full execution of a written contract shall constitute the making of a contract for services and no Vendor shall acquire any legal or equitable rights relative to the contract services until the contract has been fully executed by the successful Vendor and the ICN.

1.20 Award Notice and Acceptance Period. The ICN will send the Notice of Intent to award the contract to all Vendors submitting a timely bid proposal. Negotiation and acceptance of the contract shall be completed with the successful Vendor no later than sixty (60) days after Notice of Intent issuance date if there are no appeals filed. If the apparent successful Vendor fails to negotiate and deliver the executed contract by that date, the ICN may, in its sole discretion, cancel the award and award the contract to the next highest ranked Vendor. If the ICN cancels the award and awards the contract to the next highest ranked Vendor, the ICN will make a claim on the original successful Vendor's bid proposal security. The ICN reserves the right to continue negotiations after sixty days if, in ICN's sole discretion, ICN deems it to be in the best interests of ICN to do so.

1.21 No Minimum Guaranteed. The ICN anticipates that the selected Vendor will provide services as requested by the ICN. The ICN will not guarantee any minimum compensation will be paid to the Vendor or any minimum usage of the Vendor's services.

1.22 Criminal History and Background Investigation. The ICN reserves the right to conduct criminal history and other background investigations of the Vendor, its officers, directors, shareholders, or partners and personnel retained by the Vendor for the performance of the contract.

1.23 Hiring of ICN Staff. During the period from the date of issuance of this RFP until the Notice of Intent to award the contract, Vendors are prohibited from officially or unofficially making any employment offer or proposing any business arrangement whatsoever to any ICN employee, ITTC commission member, or any member of the RFP evaluation committee. A Vendor making such an offer or proposition may be disqualified from further consideration.

1.24 Discounts based on expected volume or activity levels as shown in this RFP and used in any form of Vendor's proposed pricing are at Vendor's risk. ICN does not guarantee any minimum usage or volume of activity requirements.

CHAPTER 2. CONTRACTUAL TERMS

2.1 Contractual Terms Generally.

2.1.1 The Contract the ICN expects to award as a result of this Request for Proposal will be based upon the Bid Proposal submitted by the successful Vendor (Vendor awarded the Contract) and this solicitation. The Contract between the ICN and the Vendor shall be a combination of the specifications, terms and conditions of the Request for Proposal, including the terms contained in the Contract Terms and Conditions Sample Agreement identified as Attachment 1, the offer of the Vendor contained in its Bid Proposal, written clarifications or changes made in accordance with the provisions herein, and any other terms deemed necessary by the ICN.

2.1.2 The Contract terms contained in Attachment 1 are not intended to be a complete listing of all Contract terms but are provided only to enable Vendors to better evaluate the costs associated with the RFP and the potential resulting Contract. Vendors should plan on such terms being included in any Contract awarded as a result of this RFP. All costs associated with complying with these requirements should be included in any pricing quoted by the Vendor.

2.1.3 By submitting a Bid Proposal, each Vendor acknowledges its acceptance of these specifications, terms and conditions without change except as otherwise expressly stated in the appropriate section of the Bid Proposal Compliance Form (Attachment 3). **If a Vendor takes exception to a provision, it must state the reason for the exception and set forth in Attachment 3 of its Bid Proposal the specific Contract language it proposes to include in place of the provision.** Exceptions that materially change these terms or the requirements of the RFP may be deemed non-responsive by the ICN, in its sole discretion, resulting in possible disqualification of the Bid Proposal. The ICN reserves the right to either award a Contract without further negotiation with the successful Vendor or to negotiate Contract terms with the selected Vendor if the best interests of the ICN would be served.

2.2 Additional Cost Items Not In Contract. ICN is unaware of any additional Contract terms that would add cost. Notwithstanding, should any Contract items arise that would cost additional monies; those costs shall be borne by the Vendor.

CHAPTER 3. PURPOSE AND SYSTEM BACKGROUND INFORMATION

3.1 Purpose. The State of Iowa, Iowa Telecommunications and Technology Commission, operating the Iowa Communications Network (collectively "ICN") is seeking bid proposals (*also occasionally referred to in this RFP simply as proposals*) to provide a communications system, i.e. tablets, telephone and video visitation components for incarcerated individuals in Iowa Department of Corrections ("DOC") institutions. DOC has requested that the ICN negotiate and administer any resulting agreement with the Vendor. This service is herein referred to as incarcerated Individual Communications System, or "System", or "IICS". The purpose of the IICS shall be to make available to the designated incarcerated individual population physical access to, and use of, a tablet, telephone or video visitation kiosk during certain hours of the day to make pre-paid telephone calls, send emails, texts or participate in video visitation. This access is to be supervised and monitored by DOC staff. Certain restrictions are to be addressed and adhered to as stipulated later in this RFP. Chapter 4 sets forth the minimum technical requirements for the IICS. The current IICS consists of a prepaid System wherein the incarcerated individual is charged for calls made and must have adequate funds available to use the System. The IICS System shall continue to operate with pre-paid capabilities. No collect calling in any form is anticipated during this contract. The ICN's intention is to utilize DOC PC hardware at the institutions to save money and contract only for a System that covers the required provisions of this RFP and any optional provisions the Vendor may offer. The ICN will consider exact replacement systems, hybrids or alternatives to the current System, as long as the offered System meets or exceeds the requirements listed within this RFP. Therefore, Vendors are encouraged to submit proposals that can offer the State of Iowa savings, better incarcerated individual communication services, additional revenues and any other benefits the Vendor may have to offer for consideration. The current System interfaces nightly with various DOC systems that provide the IICS with deposits of funds, incarcerated individual movement information and other pertinent data for System operation. A listing of definitions is located in Section 4 of Attachment 1.

3.1.1 The current IICS serves one (1) central office and nine (9) institutions statewide via the ICN network. Location addresses can be found at the following DOC link; <http://www.doc.state.ia.us/Institutions.asp> DOC owns the telephone instruments used throughout the IICS. All of the service hub equipment is located at a central location, Joint Forces Headquarters (JFHQ) Armory in Johnston, Iowa.

3.1.2 The IICS sought through this procurement shall operate in a manner that provides for all required provisions of this RFP. The specifications also have mandated that tariffs be filed in Iowa by the Vendor on behalf of the DOC, with the DOC setting per call and per minute rates charged to the incarcerated individuals.

3.1.3 The ICN shall specify or be the long distance carrier for the successful Vendor. There is no cost to the Vendor to use the ICN services for the IICS.

3.1.3.1 The ICN will carry the local traffic.

Clarification: The Central Hub equipment for Voice services may be engineered multiple ways. The current offering of voice services for the IICS is a TDM based connection using a physical DSX-1 to the DMS 500 for outbound calling.

3.1.4 The remaining sections of Chapter 3 provide background information on the current System in use by the ICN and DOC. This information is provided for background purposes only. The technical specifications and service requirements for the System the ICN and DOC will use a result of this RFP are described in Chapter 4.

3.2 Current System Information.

3.2.1 The State is responsible for purchase, maintenance and repair of the telephone instruments and premise wiring to the ICN network connections at the institutions.

3.2.2 The types of telephones provided are standard touch-tone, coin-less payphones. PBG brand models: GO7042BL32, GO7090SS32 and HS113201 are typically used.

3.2.3 There are currently nine (9) TDD, Telecommunications Device for the Deaf, capable phones located throughout the institutions.

3.2.4 The DOC institutions generally have digital T-1 interface with some being TDMoEthernet, primarily T1 to a device at the institution but Ethernet to JFHQ and the IICS equipment for delivery of dial tone to the payphones.

3.2.5 The dial tone supplied to the incarcerated individual telephones is generated within the current IICS platform at the JFHQ Armory. The T1's are configured: B8ZS/ESF to a Channel bank with FXS ports for the individual incarcerated individual phones.

3.2.5.1 At the Institutions the ICN will provide a 24 channel T1 to the Vendor to provide the dial tone to the incarcerated individual telephones.

3.2.6 The ICN provides the network connecting the institutions to the JFHQ Armory.

3.2.7 The IICS handles validation, rating and accounting functions in real-time through the incarcerated individual telephone platform located in the JFHQ Armory.

3.2.8 The Vendor owned, IICS telephone archive recording equipment for the entire IICS is located in the JFHQ Armory.

3.2.9 Each institution has capability to capture, listen to, and retain recorded calls made by incarcerated individuals for/in that institution. This capability shall continue. This is accomplished through a dedicated computer at each institution site.

3.2.10 The current IICS interfaces with several existing Iowa systems including but not limited to Incarcerated Individual Demographic System (currently ICON); Incarcerated Individual Movement System (currently ICON); one that receives feeds of authorized telephone numbers, both adds and deletes; Lockbox Transactions that includes additions and removals of funds to specific authorized phone numbers for an incarcerated individual versus an Incarcerated individual's general telephone pool fund.

3.2.11 Currently all applicable state and local taxes are calculated and withheld prior to deposit in the incarcerated individual telephone account. Any applicable telecom fees and taxes are collected by the ICN and remitted to the proper authority.

3.2.12 The existing vendor currently utilizes and interfaces at the institutions with a PC with Windows 10 operating system. The DOC supplied computer operates a vendor supplied software package.

3.3 Current Operational Information.

3.3.1 Normally the hours of the day that the incarcerated individuals are allowed to use the IICS are between 6:00AM and 12:00AM (midnight). Hours may vary within the institutions.

3.3.2 Note that the calling hours do now, and may continue to, vary by institution.

3.3.3 The conversation length restriction currently in place in the institutions is twenty (20) minutes.

3.3.4 The IICS is programmable by institution.

3.3.5 On/off administration is programmable for each phone.

3.3.6 Section 3.4 lists the international countries to which Incarcerated individuals currently may place international calls. The System is required to allow incarcerated individuals to place international calls to defined countries. Vendors shall confirm its understanding that DOC reserves the right to modify the list when necessary.

3.3.7 Call volume details are detailed below.

IICS Calls And Minutes from October 2018 to September 2019.

	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19
Regular Calls						
Total Minutes	2,871,127	2,972,998	3,224,380	2,877,381	3,382,693	3,511,369
Calls Refused	81,311	78,457	86,241	80,643	74,271	89,944
Calls Unanswered	248	223	289	236	256	291
International Calls Total Minutes	13,253	13,517	20,574	16,262	14,776	18,358
	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19
Regular Calls						
Total Minutes	3,234,464	3,260,571	2,994,800	3,034,559	3,106,848	2,974,258
Calls Refused	89,279	95,935	89,880	85,513	88,030	85,390
Calls Unanswered	267	268	280	257	271	291
International Calls Total Minutes	19,928	24,380	23,775	23,361	28,598	31,848

3.3.8 The current interstate/intrastate breakdown is 22% interstate, 75% intrastate & 3% International.

3.3.9 Each incarcerated individual's access to process calls is by Incarcerated individual ID number issued by DOC, and the last four digits of the incarcerated individual's Social Security number. If no Social Security Number exists, the four digits MM/DD of the Incarcerated individual's birthday are used.

3.4 Current Rates Being Charged by DOC are listed on the DOC web page at;
<https://doc.iowa.gov/telephone-rates-effective-january-19-2016>

LOCATIONS:

Area Code 319	ASP, IMCC, MPCF, ISP
Area Code 641	NCF
Area Code 515	FDCF, ICIW
Area Code 712	NCCF, CCF

ASP = Anamosa State Penitentiary
IMCC= Iowa Medical and Classification Center, Oakdale
MPCF= Mount Pleasant Correctional Facility
ISP= Iowa State Penitentiary, Fort Madison
NCF= Newton Correctional Facility
FDCF= Fort Dodge Correctional Facility
ICIW= Iowa Correctional Institute for Women, Mitchellville
NCCF= North Central Correctional Facility, Rockwell City
CCF= Clarinda Correctional Facility

Note: The current phone system is not a commission based service; the current vendor is paid a fixed monthly cost.

3.5 Facilities. The location and number of telephones in each correctional currently covered by the System are as follows: Note: All incarcerated individual numbers are estimates due to daily fluctuations in incarcerated individual counts. Current incarcerated individual statistics may be found at <https://doc.iowa.gov/daily-statistics>. Also note that institutions may change number of telephone units on occasion, and that the State of Iowa may change the number of facilities and location of facilities in which Incarcerated individuals are housed. The number of T-1's may be increased due to additional phones or institutions being added to the DOC System.

Institution	Station count per location	# of T1's Equipped for Phones
Anamosa	44	2
Clarinda	46	2
Fort Dodge	67	3
Mitchellville	43	2
Oakdale	62	3
Fort Madison	70	3
Mount Pleasant	59	2
Newton-Medium	81	3
Rockwell City	22	1
INSTITUTIONAL TOTALS	493	21

3.6 Call Processor/Blocking System Controller. The call processor/blocking system controller are external from the telephone. The controller has been located at the ICN Hub in the JFHQ Armory, Johnston, Iowa, to allow incarcerated individuals to move from one facility to another facility without having to re-enter information. All processes are being run on the call processor. Some examples of the processes currently run on the call processor are:

- Validation queries
- Announcements to the called parties
- Recording software
- Administrative software
- Call accounting

3.7 Deposits and Other Pertinent Incarcerated individual Data. Currently, all monies for deposit to incarcerated individuals' phone accounts are deposited nightly via a comma delimited non-quote identified text file interface to the IICS. The current System interfaces nightly with various DOC systems to obtain data regarding deposits of funds, incarcerated individual movement information and other pertinent data for System operation. Iowa DOC's incarcerated individual system is provided and hosted by Advanced Technologies Group, Inc. (ATG). IICS Vendor will be responsible for developing and licensing interface to these systems from ATG.

CHAPTER 4. TECHNICAL SPECIFICATIONS / SERVICE REQUIREMENTS.

4.1 General System Requirements. The successful Vendor shall install and provide the services of an IICS for use at State of Iowa DOC facilities including, but not limited to, State owned prison facilities and all correctional facilities deemed necessary, by the State. The System shall operate as a prepaid calling System. The System provided by the successful Vendor shall comply with the Technical Specifications and Services Requirements described within Chapter 4. Vendor shall provide a positive statement of compliance or exception to each of the points listed within Chapter 4 and shall detail how the Vendor meets the requirement or proposed method for dealing with the Vendor's exception.

4.1.1 Advanced Technology. The System's software shall be of advanced technology with robust management capability. Vendor shall detail how this capability can be used. Every component of the System must adhere to open standards. Open standards are publicly available specifications for achieving a specific task.

4.1.2 State-of-the Art. The System shall use state-of-the-art hardware equipment at onset of the new Contract. The hardware will be new, or at a least minimally new by being manufactured within 12 months of the Contract execution date and of such capacity as to ensure a continued, responsive, serviceable and expandable service with little or no down time. Hardware equipment must be freely available on the open market or must be clearly indicated in the bid proposal as being of a proprietary nature.

4.1.3 Current Design. Vendor shall confirm that the IICS software proposed is in current production and detail the anticipated life cycle of the product. Vendor shall indicate if the software is commercial-off-the-shelf product or is proprietary software. Vendor shall offer or design the most up to date revision that is applicable to the IICS as required in this RFP. The Vendor shall disclose the name and the latest revision of the software proposed.

4.1.3.1 For hardware, the proposal must include the age, type, size, and capacity of the proposed hardware and software and any de-bugging performed.

4.1.3.2 If the Vendor proposes to use any third parties to deliver the System, the proposal shall describe how the third parties would be used and identify the third parties it proposes to use.

4.1.4 Upgrades, Enhancements, or Replacements. The Vendor must regularly provide the latest upgrades, enhancements, and replacements to hardware, any other equipment used in the System, and software. Vendor shall institute any upgrades and enhancements that become available within 60 days and as requested by ICN.

4.1.4.1 Vendor shall confirm its understanding that if the State requests changes to the installed and operational system, Vendor shall be asked to provide a detailed quote of the cost components for the States consideration before proceeding with the implementation of the additional system components or service capabilities.

4.1.4.2 The Vendor shall disclose all third party software products required for operation of the integrated IICS and the current version/revision required. The Vendor shall describe its plans for upgrade of third party software products to insure no software becomes unsupported or obsolete, during the term of the contract.

4.1.4.3 The Vendor shall describe its plans to replace any third party software products that are no longer publicly available.

4.1.4.4 During any System hardware and or software upgrade, enhancement or replacement, the Vendor shall guarantee that the new system will be fully tested for operability and accuracy before being placed into production. The Vendor understands that any upgrade, enhancement or replacement must be accepted by the State prior to Vendors implementation. If the changes to the System are put into production and are not accepted by the State and are not operable or accurate, the changes will be considered "Service Degraded" as identified in Section 4.20.

4.1.5 Availability. The Vendor shall provide constantly available service, which shall be defined as a daily system uptime of 99% at the institutional level as determined by the ICN monitoring. In addition, Availability would exclude planned network outages for upgrades or maintenance, pursuant to Section 4.7 regarding Maintenance. In addition, the Vendor shall monitor the quality of service it delivers. The Vendor shall describe how it monitors and measures availability of the system they are proposing.

4.1.5.1 The ICN will utilize its ServiceNow platform to monitor service degraded or lost; Vendor shall detail its ability to use ServiceNow. If the IICS availability is affected due to the performance of a device owned, installed or maintained by the State, the Vendor will not be assessed a penalty. Vendor is responsible for its system and any third party services or providers it utilizes to provide the system to the state.

4.2. Background Information For Tablets: As directed by the State of Iowa Department of Corrections Director, the ICN is using this RFP regarding incarcerated individual tablet devices, incarcerated individual telephones and related networking solutions within and between the DOC institutions.

Over the past year, the DOC has allowed tablets to be purchased by some incarcerated individuals that allowed the downloading and playing of music, video games, and educational materials. This RFP seeks specific details and information from Vendors about its solutions that would provide tablet devices, networking to support the tablets, and incarcerated individual telephone solutions.

In all aspects of the proposed System, the safety and security of the public, DOC staff and incarcerated individuals are to be maintained; it is the intent of the DOC that System be self-supporting without DOC or Iowa taxpayer incurring any cost. The System shall conform to all local, state and federal laws and regulations, as may be applicable.

There are THREE MANDATORY requirements within the RFP: 1) The initial tablet shall be provided at no cost to the incarcerated individual or the State, 2) There will be no instant messaging capabilities allowed, and 3) All phone call costs shall be as low as possible and not exceed the cost caps set by the FCC.

4.2.1 Vendor shall confirm its proposal shall adhere to these three mandates. Should a Vendor not confirm its understanding and compliance with these three mandates, its RFP response will not be considered for evaluation.

4.3 Tablet Hardware: Vendor shall provide a positive statement of compliance or exception to each of the points listed within this subsection and shall detail how the Vendor meets the requirement or proposed method for dealing with the Vendor's exception.

4.3.1 Vendor shall detail its installation process to provide tablet/phone services for the Iowa DOC (9 institutions, ~8,500 incarcerated individuals); estimated duration to implement necessary network infrastructure/staff training from project start to implementation. Details shall include necessary time and resource allocations for site visits, system installation, network connectivity, system testing and deployment/distribution of tablets.

4.3.2 If Vendor is selected for tablets/phone solutions, would Vendor employ in-state technical staff for troubleshooting, upgrades, or any other contract-related complications that may arise? If so, Vendor shall detail the number of personnel contemplated and the standard operating procedures and service level agreements they would operate under.

4.3.3 Vendor NOC: Vendor shall provide its NOC support service hours, to include maintenance & repairs, work orders, change orders, trouble tickets and provide its outage/triage and escalation procedures.

4.3.4 Does Vendor have the ability to customize the service after initial installation and or period of use shows need for improvement or change in service? If so, Vendor shall provide the additional detail and cost related components.

4.3.5 Vendor shall provide its best practices for placement of Vendor equipment, API and institutional interface (site server to main, offsite server), for consideration.

4.3.6 Vendor shall detail and or describe proposed API brand, connectivity (wired or wireless), warranty and proposed API layout.

4.3.6.1 Vendor shall also provide the estimated range/coverage of the access point's proposed.

4.3.6.2 Vendor shall detail what institutional building materials may have a negative effect or provide interference with the API signal to the tablets.

4.3.6.3 Vendor shall confirm its understanding that it will be required to provide a Wi-Fi heat map for each location, for approval by ICN/DOC prior to installation of the APIs.

4.3.7 Vendor shall detail how it physically secures the API to the facility and from vandalism.

4.3.8 Vendor shall provide its tablet hardware specs: memory, battery life, charging, etc.

4.3.8.1 DOC requests 3 tablets to be provided with the Vendor's RFP response for testing.

4.3.8.2 DOC requests the tablets be preloaded with the various types of content Vendor has available, such as; paid content, free content, videos, music, etc. thus enabling the DOC to test the tablet functionality, ease of use, quality of playback, sound and other tablet aspects.

4.3.9 Vendor shall detail its process to upgrade tablet software and/or hardware as new technology, software or security functionality becomes available.

4.3.10 Vendor shall identify the estimated life span of a tablet, if not abused. Vendor shall detail the process to replace the tablet, transfer the content to the new tablet and confirm that this will be done at no cost.

4.3.11 Vendor shall confirm its understanding that DOC requires repair or replacement of defective components within 24 hours. Vendor shall detail its process or policies implemented (or that your clients have implemented with your products) in regards to broken or defective tablets, such as repair, replacement, costs and time associated with the process.

4.3.12 Vendor shall describe its experience in providing kiosk and/or phone terminals that offer similar software solutions as the tablet devices for instances where an incarcerated individual's tablet device might not be working or needs to be replaced.

4.3.12.1 Does Vendor typically charge the department for the installation and maintenance of these terminals?

4.3.13 Is the Vendor phone system fully integrated with tablet and kiosk system? If so, what are redundancy capabilities?

4.3.14 Can Vendor provide a smaller, more portable device to listen to music from? Vendor shall detail how that service would be financially structured in relation to music services purchased on a tablet device or independently of the tablet.

4.3.15 If Vendor does not offer a smaller product, please provide information as to why. Is it due to past experiences, best practices, failure/damage rates, etc.?

4.3.16 Vendor shall provide a list and or description of add-on, accessories or peripherals that can be purchased from Vendor or a third party that is compatible with your device (i.e. keyboards, headphones, etc.) Vendor shall be required to provide the cost of these accessories in it "a la cart" price list.

4.3.17 Vendor shall detail its sparing program. Do you have a set quantity or percentage? Is there a cost if the number of spares exceeds a certain quantity or dollar amount? What are the limitations to be considered?

4.3.18 Does Vendor have the ability to incorporate smart wristbands for real-time tracking and monitoring health signs of incarcerated individuals? If so, is this a low cost option or provided as a value added service at no cost to DOC.

4.4 Tablet Software, Integration & Security: Vendor shall provide a positive statement of compliance or exception to each of the points listed within this subsection and shall detail how the Vendor meets the requirement or proposed method for dealing with the Vendor's exception.

4.4.1 Vendor shall detail its software capabilities and security within its tablets for services such as: phone calls, incarcerated individual email solutions, picture messages, text & voice messaging capabilities, related to:

- 4.4.1.1 Between incarcerated individual and DOC staff, commissary orders, etc.
- 4.4.1.2 From incarcerated individual to personnel outside of the DOC institution
- 4.4.1.3 Investigator and administrator capabilities
- 4.4.1.4 Investigative and fraud tools
- 4.4.2 The System shall incorporate methodologies to prevent unauthorized access or use by an incarcerated individual. Vendor shall detail its security methods to prohibit unapproved or coerced incarcerated individual sharing of the tablets.
 - 4.4.2.1 Vendor shall confirm that its system is able to flag unauthorized use (example: by another inmate, in unauthorized area, during predetermined hours for non-usage, etc.) of the tablet and automatically notify DOC of such use.
- 4.4.3 Vendor shall confirm its ability to provide DOC staff the ability to remotely remove connectivity to a device, an area, building, or whole system and also set pre-defined shutdowns to be incorporated and or scheduled.
- 4.4.4 Vendor shall detail the security standards incorporated into its tablet devices from a hardware and software aspect.
 - 4.4.4.1 Vendor shall detail how they restrict incarcerated individuals communicating through tablets with each other?
 - 4.4.4.2 Can the camera be disabled for pictures and/or video(s) by the DOC staff?
 - 4.4.4.3 How does the Vendor provide or enable DOC staff oversight of what's being sent on video, if live video were to be allowed?
- 4.4.5 Vendor shall detail any past security breach(s) of its tablet system. Vendor shall describe the situation(s) and the solution to resolve the issue, and the time required to resolve the issue.
 - 4.4.5.1 Did Vendor incur fines or penalties due to the security breach as a result of an incarcerated individual hacking or altering device or application? If so, Vendor shall detail.
- 4.4.6 Does Vendor have experience in integrating existing software created and or maintained by another vendor or agency/client into your tablet devices (examples: incarcerated individual banking, case management, law library, commissary, pharmacy, medical, etc., current DOC systems and functionalities)? If so, Vendor shall provide a summary of where/when it has integrated another vendor's systems into its tablet device.
 - 4.4.6.1 Vendor shall identify the costs components of the third party integration and how it may be allocated between the parties.
- 4.4.7 Vendor shall detail how it handles request/requirements for its tablet solution to provide access to external internet resources (i.e. education, community resources, job search, DOC resources).
- 4.4.8 Vendor shall detail the educational capabilities available to incarcerated individuals via its tablet solution(s).
- 4.4.9 What entertainment options does Vendors tablet offer (example: music, games, books, movies)? As it pertains to each entertainment option, does Vendor offer subscription services, pay-per-download services or a flat fee per minute service? Vendor shall detail how its subscription service is provided, monitored, metered and paid for.
- 4.4.10 Does Vendor have any experience in providing video-call solutions either via tablet devices or kiosks? If so, Vendor shall detail its service to include equipment, installation and networking requirements.

4.4.10.1 If Vendor does not currently provide video calling solutions, at this time, is it on the Vendor road map for future services? If, so Vendor shall provide its forward looking service details.

4.4.11 Vendor shall confirm that DOC staff will have full access to and administrative rights to the vendor system of tablets, associated Kiosks and other System functionalities.

4.4.11.1 Vendor shall fully detail the steps for DOC to activate additional tablet functionalities and applications.

4.4.11.2 Vendor shall detail the ability and steps (if available) for incarcerated individual to activate tablet functionalities and or applications.

4.4.12 Vendor shall detail the Institutional administration capabilities such as: Turn individual devices, applications, sound and or services on or off by institutional staff.

4.4.13 Vendor shall detail where the tablet data is stored. Is the data in Iowa or in Vendor facility? What is the Vendor protocol for security of records and maintaining chain of custody upon records requests?

4.4.13.1 Vendor shall detail the endpoint security utilized to keep the tablet data secure and segregated from other Vendor customers.

4.4.13.2 Vendor shall confirm its understanding that all text & emails shall be stored and retained by the Vendor during the contract period and provided to DOC at the end of the contract term, in the same manner as the phone calls.

4.4.13.3 Vendor shall identify what metadata is identifiable and how the DOC can search and retrieve incarcerated individual email and text records.

4.4.14 Vendor shall detail what equipment (appliance: tablet, phone, PC, etc.), web access, software application family/friends need to use to exchange communications with an incarcerated individual.

4.4.15 Vendor shall detail its connectivity requirements between institutions and Vendor servers, if off DOC site.

4.4.15.1 Vendor shall provide a preliminary network drawing of its proposed connectivity.

4.4.16 Is the Vendor's incarcerated individual (phone and/or tablet) network separated from the institutional system? If so, Vendor shall detail its security features and processes to ensure incarcerated individuals do not have access to the outside internet.

4.4.17 Does Vendor have the ability to integrate with ServiceNow? If so, Vendor shall provide details on its previous integration, successes and lessons learned. It should be noted that the ICN currently utilizes ServiceNow.

4.4.18 Medical records: HIPAA security and compliance. If the Vendor's proposed system retains or stores any incarcerated individual Personally Identifiable Information "PII" or information covered under the Health Insurance Portability and Accountability Act, Vendor shall confirm its understanding that it may be required to execute a Business Associate Agreement.

4.4.18.1 Vendor shall confirm its understanding that the data generated by the System shall remain the property of the State of Iowa. Vendor shall not be allowed to sell or give away user data associated to either the incarcerated individual or the non-incarcerated users on the other end of the communications. User data should be retained and accessible only for corrections and law enforcement.

4.4.19 Vendor shall confirm its service/system will comply with the Federal Criminal Justice Information System (CJIS) if any Criminal Justice Information (CJI) related data is stored by the Service.

4.5 Tablet Miscellaneous: Vendor shall provide a positive statement of compliance or exception to each of the points listed within this subsection and shall detail how the Vendor meets the requirement or proposed method for dealing with the Vendor's exception.

4.5.1 Vendor shall provide its Service Level Agreement for the service(s) it proposes. We would suggest Vendor incorporate the DOC performance metrics identified in RFP Section 4.17.

4.5.2 Vendor shall provide its installation plan highlights and estimated timeline, resources and access needed by Vendor and from DOC. This project plan may be incorporated within the response required for RFP section 4.11.

4.5.2.1 Vendor shall confirm its understanding that upon award Vendor will be required to provide a Needs Assessment and timeline for each institution installation.

4.5.2.2 Vendor shall detail the background checks their installers undergo before being allowed to work on Vendor projects.

4.5.2.3 Vendor shall confirm its understanding that its personnel are subject to DOC facilities access requirements.

4.5.3 What space will Vendor need for its premise server equipment, regional or at each institution, such as rack space, closet space? What power requirements are needed? Will vendor be providing a UPS for the premise equipment?

4.5.3.1 Vendor shall detail who owns what equipment and when? Is there a transfer of hardware ownership at any time during the contract period?

4.5.4 Vendor shall provide its test plan and system acceptance for consideration. The tablet test plan will be incorporated into or follow a similar plan as that for the phone system, identified in the following Section 4.11.

4.5.4.1 Vendor shall confirm its understanding DOC retains the right to have multiple communications providers without penalty, such as one for tablets, one for phones and one for video visitation services.

4.5.4.2 If Vendor is selected to provide a combined platform, Vendor shall provide redundancy and fail over protocols so that if one of the three System services (phones, tablets, kiosks) fails or has service degraded the other services will remain available. Vendor shall detail the System redundancy and fail over capabilities.

4.5.4.3 Vendor shall confirm its understanding that if awarded any portion of the service needed, Vendor shall be required to work with and potentially integrate with a separate vendors system.

4.5.5 Vendor shall detail its process/method of tablet distribution to the institution(s) and incarcerated individuals.

4.5.5.1 Vendor shall confirm its understanding that DOC has the right to approve or decline any hardware, application or system functionality prior to Vendor deployment.

4.5.5.2 While the underlying system (admin, support, security, etc.) is the same, the installation at each DOC institution may be different, based upon the type of offenders in the institution. Vendor shall confirm its understanding that after award, DOC retains the right to vary the deployment at each institution, such as:

4.5.5.2.1 1 to 1 = one tablet given to each inmate (tablet / kiosk also available)

4.5.5.2.2 Bank of tablets to be checked out at the discretion of the DOC (tablet / kiosk also available)

4.5.5.2.3 Kiosks only at specific locations within each facility.

4.5.5.2.4 Vendor proposed alternatives, if accepted by DOC. Vendor shall provide details of previous deployments and options DOC may consider.

4.5.6 Vendor shall detail its process and limitations related to repair and or replacement of damaged/defective kiosks.

4.5.6.1 Vendor shall confirm that incarcerated individuals that elect not to utilize tablets or that have them taken away are able to access kiosks and utilize existing username and password account credentials.

4.5.7 Vendor shall confirm its understanding that the tablet will remain the property of DOC and shall not be provided to any incarcerated individual upon their release.

4.5.8 Content transfer: if the tablet service allowed incarcerated individuals to purchase entertainment and or store emails, texts, photos, etc., what is the Vendor process for transfer that data to the incarcerated individual upon release?

4.5.9 If the purchased, stored content is not able to be provided to the incarcerated individual upon release, what happens to the data?

4.5.10 Vendor shall detail and describe what educational & rehabilitation content, it can provide.

4.5.11 Vendor shall confirm it has the rights, permissions and licensing to provide and or resell the content.

4.5.12 Vendor shall detail its "Free" versus "Paid" content.

4.5.13 Vendor shall provide content examples: what's available versus what's restricted.

4.5.13.1 Digital mail scans; can Vendor provide this service within the proposed System? Is this a free service or is there a charge associated with processing, sending and storage of the digital scan?

4.5.13.2 Vendor shall define what content and or applications are loaded at no cost onto every tablet i.e. calculator, dictionary, thesaurus, Etc.

4.5.13.3 Vendor should provide detail of how additional services such as streaming television audio, newsfeeds, FM radio, etc. would be implemented.

4.5.13.4 Vendor shall detail how it notifies the incarcerated individual population of a new service.

4.5.13.5 Does Vendor offer content segregation, where free content may be available all the time, whereas paid content is available only during certain times?

4.5.14 Vendor shall confirm an incarcerated individual's access to content, wither it be usage based, free profile, promotional profile or premium profile is subject to DOC administration approval.

4.5.15 Vendor shall detail any other features, capabilities and provide other information the DOC should be aware of as it considers the prospect of incarcerated individual tablet, network, and phone solutions.

4.5.16 Upon DOC request, Vendor shall agree to a product demonstration, prior to vendor selection, to ensure the system meets the requirements and needs identified within the RFP. (RFP section 4.30)

4.5.17 Vendor shall agree to a Post award meeting to determine system installation and unique requirements.

4.5.18 Video Visitation System: Vendor shall detail its offering as it relates to hardware, software, scheduling, security access, etc. needed to provide a fully functional video visitation system.

4.5.17.1 Vendor shall detail how the video visitation system is or is not integrated with the phone and or tablet system. (see RFP Section 4.25.14)

4.5.17.2 Vendor shall detail all associated Costs, if video visitation is not provided free, along with the tablets.

4.5.18 Email System and Text Capabilities for incarcerated individuals. The DOC currently has a system that the selected vendor will need to replace or incorporate.

4.5.19.1 Vendor shall reaffirm it's understand that **NO instant messaging** will be allowed within any part of the e-mail or text capabilities of the system to be utilized.

4.5.19.2 Vender shall detail its monitoring and filtration capabilities, such as its ability to flag key words as determined by DOC.

4.5.19.2.1 Vendor shall confirm that any flagged word(s) or phrases will automatically stop the message, until specifically released by DOC.

4.5.19.2.2 If the email or text does not contain any flagged words or phrases, Vendor shall confirm its system will hold the e-mail or text for a 3 hour period, prior to release. If DOC does not review or stop the message within the predetermined time of delay, the message will be released and archived in a manner that allows DOC to search, sort and retrieve e-mails and texts as warranted.

4.5.19.2.3 The system shall also have the ability for the DOC to place a hard stop on e-mails and texts if a select group of flagged words are identified within the communication or is being sent to a number not on the approved PAN list.

4.5.19.3 Vendor shall utilize the same or similar security protocols for monitoring the tablets as used with the phone security.

4.6 Telephone System:

4.6.1 System Architecture. The Vendor shall describe and detail the basic architecture of the system. This description will disclose whether the proposed system uses centralized or decentralized architecture. The Vendor shall describe and detail the advantages of the proposed configuration.

4.6.1.1 The Vendor shall describe the capabilities of the system in terms of adherence to Service Oriented Architecture principles and what portions of its system are capable of publish and subscribe services.

4.6.2 Automated Direct Call Processing. The System shall provide automated direct call processing of the pre-paid call system. Passive or voice activated acceptance shall be programmable by dialed number and controlled by each institution. The Vendor shall describe the features and functionality of the System's automated direct call processing.

4.6.2.1 Voice acceptance is when the system detects a voice on the receiving end. A live person must actually accept the call by using the keypad and entering the correct responses.

4.6.3 Rejected Calls. The Vendor shall describe how the system defines, reports and handles rejected calls. The ICN and DOC shall not incur any LEC, CLEC, or long distance charges for calls that are made by incarcerated individuals where the call is received by a called party and rejected and no conversation occurred between incarcerated individual and the called party. A call is considered rejected if the called party declines to speak to the incarcerated individual. In this case the ICN does incur toll charges. It is not the intent of the State to charge the IICS Vendor for these charges, rather to make sure the Vendor's system does not apply them against the ICN/DOC or the incarcerated individual.

4.6.4 Incomplete Calls. The ICN and DOC shall not incur any LEC, CLEC, or long distance charges for calls that are incomplete. The Vendor shall describe how the system defines, reports and handles incomplete calls. An incomplete call is where an incarcerated individual makes a call but is unable to reach a person who can accept the call and the call is terminated.

4.6.5 User-Friendly Voice Prompts. The System shall support user-friendly voice prompts. Voice prompts shall be available in any variety of languages, based on needs of the DOC. At this time only English and Spanish (including Spanish dialects such as Mexican, Cuban, etc.) are required. The ICN for DOC may add additional required languages during the Contract, depending on incarcerated individual population. Vendor shall describe how the System is configurable to allow a called or calling party to use the language of their choice.

4.6.6 Conversation Length. The System for all institutions shall provide a programmable conversation length designated by the DOC with an automatic shutoff which includes a warning signal sixty seconds prior to call termination which is heard by both parties. (Currently the call duration is 20 minutes.) The Vendor shall describe the controls and flexibility of the System in regards to conversation length.

4.6.7 Telephone Administration. The System shall support a programmable on/off "administration" of all telephones. The Vendor shall describe how the system supports administration of all telephones. This description shall include the available features and disclose the data captured within this administrative function to include, but not limited to, the minimum data required by this Section. At a minimum the System must capture all of the data described below:

4.6.7.1 Individual incarcerated individual or resident data, including number of calls during a period of time for an Incarcerated individual or resident; the dates, times, duration and location of calls; phone numbers that were dialed; and any other pertinent data must be recorded.

4.6.7.2 Individual phone number data including date, time, duration and location of a particular phone number, and by who must be recorded.

4.6.7.3 Complete chronological data regarding individual phone activity at all facilities including date, time, duration and location of all calls made and by whom must be recorded. All call attempts and phone pickups for use but no call completed must be able to be recorded.

4.6.7.4 The ICN and the DOC reserve the right to request other data as required to monitor incarcerated individual telephone conversation and usage. If the System the Vendor is offering has other data capture features, Vendor shall describe those other additional features in response to this Section and any other applicable subsections.

4.6.8 Telecommunications Device for the Deaf (TDD). The Vendors system shall provide TDD capabilities at each institution. A TDD call will be processed under normal procedures, at a secured location, such as a security office, with DOC staff assistance as needed. The Central Equipment must only be capable of providing such a service. The System shall provide for telephone instrument needs and situations applicable under the Americans with Disabilities Act. Vendor shall describe proposed System capabilities of meeting these requirements.

4.6.9 Call Recording. The System shall provide configurable call recording and live monitoring at each institution. Vendor shall describe the call recording capabilities of the System and how those capabilities meet the requirements within this Section. The call recording and monitoring features shall be capable of meeting the following requirements:

4.6.9.1 All calls will be recorded except numbers that are programmed within the system not to be recorded. The call recording system proposed shall be sufficiently flexible to allow selective call recording at the request of each institution. For example, selective recording of the conversation of any particular telephone call at the discretion of the DOC institution's security director. All call recordings must start when the incarcerated individual begins to process the call.

4.6.9.1.1 The recordings must include the voice prompts given to the called party and a record of the call attempts by receiver pick up shall be made.

4.6.9.1.2 By asking for a record of the call attempts by receiver pick up, DOC requires that recordings also be maintained for incomplete calls.

4.6.9.2 The central equipment must be capable of recording ALL telephone calls simultaneously from every institution and store and index these recordings for archive purposes. The System will record all calls in real-time and provide online storage for immediate retrieval by DOC, during the entire contract term. The record retention time frame may be changed only at the request of DOC.

4.6.9.2.1 The System shall allow DOC to search stored call records and export reports which will include, but not be limited to; number called, incarcerated individual ID number placing the call, date and time of call (central time only), etc.

4.6.9.3 Vendor shall detail its ability to ensure that no call recordings will be unavailable or lost.

4.6.9.3.1 Vendor shall confirm its understanding that if a recording is not available as required in Sections 4.2.2 Vendor shall be assessed a performance penalty as described in Section 4.21.1.

4.6.9.4 DOC may elect to set the standard such as .wav files attainable for all calls recorded during the period of this contract.

4.6.9.4.1 The recorded calls must not be stored in any proprietary format. Only common industry formats will be acceptable, Vendor will be required to obtain DOC approval of the recording format.

4.6.9.4.2 All call records must be recorded in a manner that enables recordings to be admissible in court. Vendor will be required to work with DOC to ensure this requirement is met.

4.6.9.5 The System shall contain security features that provide verifiable proof that the recording was not altered or tampered with.

4.6.9.6 Upon completion or termination of the resulting contract for any reason, the Vendor shall provide the complete records of all calls recorded during the life of the contract on a standard medium such as tape, CD or hard drive or any medium requested by the State. Vendor must also provide the State the software necessary to access the call records. The Vendor shall be responsible for any licensing fees related to the software. The historical call recording records will be provided at no additional cost to ICN other than any costs which may be defined in the Pricing Worksheet of this RFP in the Other Charges or Other Costs line as applying to this transfer of historical call recording.

4.6.9.7 All call records are the sole property of the State of Iowa. The Vendor shall not retain any rights to the call records. The Vendor shall be able to provide proper billing based upon the call records. The Vendor may not keep or use the records for any purpose other than those directed by the State. The State of Iowa is the sole owner of the records.

Clarification: Call records include, but are not limited to; number called, times called, durations of calls, activity reports of attempted, rejected, incomplete calls, etc. all detail related to the call or the caller, independent of the call recording. Vendor will not be able to use the call record detail or the call recordings for any marketing or research purposes.

4.6.10 Customer Call Acceptance / Call Acceptance by Called Parties. The System shall provide for call acceptance through computer instruction. The System must be configured so that only the called party may accept the call. Vendor shall describe how the System manages customer call acceptance in compliance with the requirements listed in this Section.

4.6.10.1 The System shall provide for call-acceptance by keypad indication. In the event the called party has only rotary phone service the Vendor shall be able to accommodate such rotary phone service. Vendor shall describe its capability to accommodate rotary phone service.

4.6.10.2 Voice acceptance will not be allowed unless the recipient has a disability and uses voice activation to communicate telephonically and has advised DOC of the need for the exception. DOC shall

notify the Vendor of the need for the exception. The System shall accommodate such exceptions once the Vendor is notified of the need for the exception by the DOC.

4.6.10.2.1 Rotary Phone acceptance is not allowed at this time, however, if a Vendor has an effective way to use Voice Acceptance or Rejection, then please state how that is accomplished.

4.6.10.3 The System shall be designed so that the incarcerated individual and the called party will only be allowed to talk with each other after the called party has accepted the call. There shall not be any voice connection between the incarcerated individual and the called party until the called party accepts the call, and it is required that the incarcerated individual NOT hear any words or conversation until the called party has accepted the call.

4.6.10.3.1 The System shall be designed so that a public member may request a block on calls from a particular incarcerated individual, calls from a specific DOC institution or incarcerated individual calls from all DOC institutions.

4.6.10.3.2 All blocked calls or block requests shall be reported by the System in the usage reports.

4.6.10.4 Vendor understands that if an incarcerated individual is connected to an answering machine or a voice mail box, the incarcerated individual will be charged for the call.

Clarification: Incarcerated individuals should not be able to leave messages except in the case of an overseas or international call. There would be no charge unless leaving a message on an overseas call. If the incarcerated individual leaves a message, the vendor's system should record the message, which will provide verification of the call made and the resulting charge to the incarcerated individual.

4.6.11 Tariff. The Vendor shall file a tariff with the Iowa Utilities Board on behalf of the DOC. All rates and surcharges will be determined at the sole discretion of the DOC and may be changed at the determination of the DOC. The tariff(s) filed on behalf of the Iowa DOC will include local, intrastate, interstate, and international charges as determined by the DOC. Tariff amounts shall be obtained from DOC by ICN and provided to the Vendor for filing.

Clarification: The ICN is a FCC recognized common carrier. The ICN will be the carrier of the local traffic and will use contracted telecommunications providers for the interstate and international toll services. The ICN and DOC will work with the vendor to file appropriately with any state or federal board.

4.6.12 Software.

4.6.12.1 The Vendor shall provide IICS software. The Vendor shall provide a robust System that can produce various iterations of the data captured and produce customizable reports that meet ICN and DOC requirements for numerous situations related to security and investigations, as well as evaluation and planning. The software shall be capable of reporting real time and delayed call record reporting by time of day, date, duration, calls longer than a time parameter (calls longer than a time parameter shall be terminated), most frequently called number, personal identification number (PIN), dialed number, telephone, Incarcerated individual name, area code, telephone number prefix, or any combination thereof; and be sufficiently flexible to provide reports in DOC format requirements.

4.6.12.2 The System shall enable DOC to review any and all transactions and functions of each and every telephone from the institution's incarcerated individual phone rooms and from the main equipment. The DOC must be able to listen to calls in real time as well as to recorded calls. The software program must have the ability to audit all calling patterns and income streams (deposit of funds) for long distance and local calls.

4.6.13 The System must allow the DOC or the ICN the ability to add/delete phone stations at their discretion.

4.6.14 The System must allow the DOC or the ICN the ability to activate and or deactivate incarcerated individual accounts.

4.6.15 The System must allow DOC to control incarcerated individual accounts based upon privilege level, housing unit and time remaining per day/week/month. This is policy and procedure driven within the institutions, based on security levels of incarcerated individuals. We do not utilize the phone software to control this.

4.6.16 The System must allow DOC the ability to turn off an individual handset, a given housing unit, a specified institution or all intuitions.

4.6.17 Vendor shall provide software upgrades and/or enhancements as they become available by the original equipment manufacturer, OEM, and/or are necessary for the System's operability.

4.6.18 The Vendor shall disclose whether software and software enhancements are accomplished through the Vendor or a third party provider. This disclosure shall include the name of the third party provider.

4.6.18.1 Vendor must show that the software it is proposing has been utilized, without problems, for Incarcerated individual telephone systems at other sites for at least 6 months.

4.6.19 System Integration. The System shall interface with other systems used by the State of Iowa. The other systems with which the System must interface include, but are not limited to, the incarcerated individual Demographics System (currently "ICON"); the Incarcerated Individual Movement System (currently "ICON"); the system that receives data of authorized telephone numbers – both adds and deletes; the system that governs Lockbox Transactions, including additions and removals of funds to specific authorized phone numbers for an incarcerated individual versus an incarcerated individual's general telephone fund pool. Vendor is also responsible for providing following data nightly (account balances, call detail records and usage reports) as well as provide real-time access to call recording from the ICON's intelligence system. Currently, this interface is accomplished via a nightly FTP of a file formatted so that the movements are in a fixed width quote identified text file and the money files are in a comma delimited non quote identified text file. ICON is hosted and maintained by Advanced Technologies Group (ATG), under separate contract with DOC. The Vendor is responsible to independently establish the necessary agreements with ATG for interface and data exchange with the various ICON modules, and complete the development and testing prior System delivery.

4.6.19.1 The Vendor shall also detail how its System could interface or can communicate with other systems using Service Oriented Architecture (Web Services) in a publish and subscribe environment.

4.6.19.2 Vendor's System shall be able to back out individual balance updates. Vendor shall detail how their System will accommodate this requirement.

4.6.19.3 Vendor's System shall be able to remove complete institution or system updates if the update is found to be duplicate or incorrect.

4.6.19.4 Vendor's System shall be required to pick up incarcerated individual demographic and housing information on a daily basis.

4.6.20 Investigator Tools. The Vendor shall detail its system capabilities and identify investigator tools it may provide which the State may consider, such as:

4.6.20.1 Access to the system easily through a secure web browser.

4.6.20.2 Receive flagged in-progress calls to a designated direct line or mobile phone.

4.6.20.3 Monitor incarcerated individuals real-time via cell phone.

4.6.20.4 Simultaneously monitor calls from multiple correctional facilities.

4.6.20.5 Add notes to calls or flag calls for follow-up.

4.6.20.6 Receive automated alarms via email and text message.

4.6.20.7 Vendor call center operators monitor calls for free. DOC may require vendor to provide activity reports and/or recorded calls on an as needed basis or in the case of an investigation(s).

4.6.20.8 Map destination number locations online.

4.6.20.9 Review numbers called by more than one incarcerated individual, depositors depositing to multiple incarcerated individuals.

4.7 Maintenance; applicable to Tablets, Phones and Video Visitation Systems.

4.7.1 Maintenance Request Procedures: Scheduled or Routine System Maintenance is defined as any work activity that either involves the disruption of service to customers, or has the potential to disrupt service to customers. The nature of the activity is such that it can be pre-scheduled so as to allow notification to customers if necessary. Work on any network facility that is involved in service delivery either directly (Servers or LAN gear, switches, transmission equipment, fiber, fiber cable, etc.) or indirectly (power, environmental systems, etc.) is subject to ICN Maintenance and Support Contacts and On Call Procedures, provided in Attachment 6.

4.7.1.1 Vendor must adhere to all ICN standard procedures listed in Attachment 6 for the working of trouble tickets, scheduling of Change Orders (Maintenance Windows), and chronic problem resolution.

4.7.2 Preventative Maintenance: Tasks that affect or potentially impacts the customer(s) requires at least 4 business days' notice to the ICN so that customers are properly notified in advance. Actions must be submitted via ICN Maintenance Window/Change Order Procedures and must describe in detail the action to be taken, duration expected including when the system will be back on line, system impact and/or potential impact, a back-out plan in case the process does not go as expected, and the time the back-out plan would be commenced to restore the system on schedule. Vendor must obtain prior written approval from the ICN before proceeding.

4.7.2.1 Planned Maintenance downtime does not count against vendor in service availability measures.

4.7.3 Emergency: Any unplanned facility activity or outage is defined as an emergency, and include maintenance procedures that must be initiated due to imminent service jeopardy or disruption. Vendor will provide the ICN NOC information so that a best effort to notify customers of the impending maintenance and its impact can be completed. As with planned maintenance, written approval must be obtained from the ICN to proceed. Emergency maintenance is to be avoided due to lack of advanced notice to customer.

4.7.3.1 Emergency Maintenance does count against vendor for service availability measures.

4.7.4 The Vendor shall describe how it will support ongoing maintenance of the System software and hardware to include, but not limited to the requirements listed in this section.

4.7.5 Vendor shall respond to all maintenance and repair requests for service on its equipment or software within one (1) hour.

4.7.6 Remote Diagnostic System. The IICS shall support remote diagnostic System, programming, polling and System alarm reporting. The Vendor shall describe the diagnostic data it utilizes to gauge System performance, how often it intends to capture and analyze data and how it will notify the ICN of any System issues. The DOC and ICN require that the equipment will have all of the above capabilities to facilitate maintenance, upgrades, etc. without staff intervention or staff on-site presence.

4.7.7 Vendor must provide a high speed remote connection to the System and/or develop a methodology that allows for a rapid transfer of software upgrades and other downloading requirements.

4.7.8 All Vendor maintenance spares must be stocked at JFHQ Armory with fully adequate stock always maintained. Vendor shall detail the quantity of Vendor System spares that are necessary and the process for spares utilization.

4.7.9 The central equipment shall be ESF-B8ZS Loop Start T1 compatible. Previously T1's were used for both station and trunk sides of the System. Individual analog channel Interfaces will not be accepted. At this time the ICN would prefer Vendor have a SIP gateway and hand off to ICN as Ethernet and ICN will transport the SIP to IICS centralized equipment for call processing.

4.8 Training and Instruction: applicable to Tablets, Phones and Video Visitation Systems. The Vendor shall describe its method(s) to provide instruction on the new System to the State of Iowa users. This description shall include samples of instruction materials.

4.8.1 The Vendor shall provide in-person training to DOC staff in use of the telephone system at each institution within 10 days of the initial installation of the System or an of ICN or DOC request for additional training. Proper use of all features shall be emphasized. Vendor shall provide a proposed schedule of training.

4.8.2 The Vendor shall provide one (1) complete set of training material/manuals for each institution. Training material may include printed documentation, video training, and audio training information.

4.8.2.1 If training materials are supplemented by on line documentation, Vendor shall detail the ability of the State to access the information.

4.8.3 The Vendor shall provide multilingual instruction at all facilities where requested by DOC.

4.8.3.1 The training of incarcerated individuals for call use shall be available in English with phone instructions (a written how-to brochure describing the functionality and proper use of the incarcerated individual phone system) in both English and Spanish. The in-person training for the phone use to a phone user shall be in English; but the instructions at the phone to each phone user, at contract onset, shall be written in English and in Spanish (and Spanish dialects such as Mexican, Cuban, etc.). At a possible future time various Asian languages including but not limited to Vietnamese, Thai, Chinese (and various major Chinese dialects), Hmong, and Korean or other languages may need to be added. The ICN for DOC, depending on incarcerated individual population mix, may change this requirement during the contract period. Vendor may be required to provide additional training on an as needed basis.

4.8.4 The Vendor shall describe how training shall be maintained for all Vendor staff on current upgrades and versions of all hard/software in the System.

4.8.5 Prior to any System upgrades, the Vendor shall be required to provide training to the DOC staff at least 10 days prior to the implementation of any System upgrade into production.

4.9 Maintenance of Incarcerated Individual Accounts and Reporting Requirements.

4.9.1 Incarcerated Individual Accounts. Vendor shall describe how its system establishes, maintains, and manages the financial aspects of incarcerated individual accounts. All incarcerated individuals will be provided a separate incarcerated individual phone/tablet account. The System shall be able to manage a general phone/tablet account for each incarcerated individual PIN and subsidiary accounts for each PAN (Personal Access Number) number for each incarcerated individual PIN. Vendor shall describe how the System creates, manages and maintains general accounts and subsidiary accounts by incarcerated individual.

4.9.2 Deposits to Incarcerated Individual Accounts. Deposits to incarcerated individual accounts, specifically for the use of the IICS, are received by the DOC incarcerated individual Phone Account Unit. Received funds are credited to an incarcerated individual's phone/tablet account and shall be available for phone/tablet use within 1 business day (Monday through Friday excepting State Holidays). The System shall include provisions for both incarcerated individuals and called parties to pre-pay or add funds to their phone/tablet account. The Vendor System will be required to interface with the DOC systems. The Vendor shall describe its experience in interfacing with other systems and define requirements to prepare and program an interface between the DOC systems and the proposed Vendor System. The Vendor shall describe how it would validate the accuracy and completeness of all financial and usage information.

4.9.2.1 The System shall be able to track daily deposits to each incarcerated individual's general account and/or the incarcerated individual's subsidiary accounts. The Vendor shall describe how the System can accommodate this requirement

4.9.2.2. Vendor shall be able to track monies received by the DOC, from outside individuals that are to be earmarked to a certain telephone number (number in the PAN listing). These funds must be maintained separately from the general incarcerated individual's phone account and used only for calls made to that telephone number.

4.9.2.3 Pre-Paid Deposit forms can be reviewed at: https://doc.iowa.gov/sites/default/files/pre-paid_telephone_service_form.pdf

4.92.4 It is not intended that the Vendor physically handle monies. If Vendor proposes a system wherein Vendor does handle any monies at any time, the bid proposal shall clearly state the conditions, circumstances, benefits, and added System costs for this in the Vendor bid proposal.

4.9.2.4.1 If at any time the Vendor physically handles IICS funds, the State will require the Vendor to post a fiduciary bond.

4.9.2.5 The Vendor shall describe all audit activities and segregation of duties required to insure proper funds management.

4.9.2.6 Currently, DOC deducts all applicable taxes and fees from the incarcerated individual's funds prior to the balance being deposited in the incarcerated individual's phone account. The DOC pays the State sales tax; the other taxes are paid for by the incarcerated individual. The Vendor's System shall be required to identify and remove any applicable taxes and applicable fees from an incarcerated individual's phone/tablet account. Vendor shall also be able to provide DOC a report on the deducted taxes and fees in real time.

4.9.3 Rating Calls. The Vendor shall describe how the rating of calls is managed within the System, shall describe the flexibility of its rating engine, and describe the parameters around which the rating engine functions. This description will also address the requirements of this Section.

4.9.3.1 The System shall calculate the cost of each phone call based on the rates established by the Department of Corrections.

4.9.3.2 The System shall not allow an incarcerated individual account to go in to a negative balance. The Vendor shall describe the controls in place to prevent completed calls from allowing incarcerated individual accounts to go negative.

4.9.3.2.1 Vendor shall confirm its understanding that it is responsible for charges if the Vendor's system allows the incarcerated individual to make a call based upon an inaccurate account balance.

4.9.3.3 Each call will be rated real time and, once complete, the cost of the call will be applied against the incarcerated individual's appropriate account.

4.9.3.4 Incarcerated individuals will not be charged for incomplete or rejected calls.

4.9.3.5 Costs of completed calls made against specific PAN numbers will be subtracted from the balance available in specific PAN subsidiary accounts. The Vendor shall describe its ability to manage and handle this specific requirement.

4.9.4 Financial Management of Incarcerated Individual Accounts.

Clarification:

- The current system is a prepaid only system, where DOC collects the funds, distributes into a commissary and secondary accounts as designated by the incarcerated individuals or by the party depositing the funds.
- The systems of DOC, ATG and ICS correlate the account balance and allow a phone call if there is available funds.
- The current telephone system provider is paid a fixed monthly fee, not based upon usage nor are there any commissions or profit sharing agreements.

4.9.4.1 Listed below (4.9.5) are the Financial and Usage Reports currently being used. Should the Vendor be allowed to collect and hold the funds, then providing a commission or profit sharing distribution, Vendor shall detail how it will manage financial transactions within the System.

4.9.4.1.1 The Vendor and its System will not be involved in banking or receipt of funds from families, etc. DOC anticipates each incarcerated individual will transfer funds from his or her account on a predetermined basis to pay for subscriptions to movies, books and music and to prepay for phone calls and video visits. Vendor shall detail how family puts money in a prepaid

account. Vendor shall confirm and detail how its System will integrate with the DOC banking/commissary systems.

4.9.4.2 Vendor shall confirm its understanding that the financial records of the Vendor System need to be open and transparent, able to be audited and verified by the DOC when necessary.

4.9.4.3 If Vendor offers financial transactions and or reports that differ from the current system, Vendor shall detail the functionality of each type of financial transaction and report for ICN/DOC Consideration.

4.9.5 Financial and Usage Reports. The System must provide DOC financial and usage reports related to all incarcerated individual calls and tablet usage. The reports generated by the System must show reconciliation between the amounts of minutes used to the amounts used in the Financial Reports referenced in this Section and all other subsections to ensure that all IICS use is accounted for, and is able to be reconciled in the DOC. **All reports MUST be available in real time.** The Vendor shall describe the Systems reporting capabilities to include addressing the requirements of this Section.

4.9.5.1 Financial Reports. Vendor shall create any other reports upon DOC request within the time frame requested by the DOC. The System shall be able to run all reports by date parameters, individual facility and establish the ability for DOC to run all of the same reports at selected DOC workstations. All reports must have the ability to be exported into Excel. Vendor shall provide the ability to do test reporting. **All reports shall provide the same or similar information for the phones and tablets.** A listing of current **REQUIRED** reports is as follows:

4.9.5.1.1 Debit Transaction Report: Showing daily deposit amount, daily transactions for calls and tablet usage and the daily adjustments made.

4.9.5.1.2 Revenue Breakdown Report:

4.9.5.1.2.1 Phones: Showing revenue breakdown by institution, band, call count, duration of call and amount of call, by each institution and a grand total by band.

4.9.5.1.2.2 Tablets: Showing revenue breakdown by institution, identify content (media, game, music, etc.) purchased and or viewed and the bandwidth and duration / minutes of usage, at each institution, by each incarcerated individual.

4.9.5.1.3 Call Record Statistic System: Showing call breakdown by institution, type of call (accepted, failed, refused or unanswered). Also, termination type and count for each type. Reports shall provide subtotals for each institution and category grand total by type of call.

4.9.5.1.4 Call Attempts by Date: Showing call breakdown by day and type of call (accepted, refused or unanswered, free accepted, refused and unanswered) if it was billed or a free call. Also showing call count, duration and amount for each category. Billing Summary total by type of call with a grand total with Free calls totaled by category and totaled.

4.9.5.1.5 Call Attempts by Facility: Showing calls billed or free calls, type of call (accepted, refused or unanswered) count, duration, and amount for each category. Billing Summary total by type of call with a grand total with Free calls totaled by category separately. A Category Summary with grand totals.

4.9.5.1.6 Call Records: Showing calls by incarcerated individual ID, date of call, time of call, call type, bill type, duration, the number called, system, station, and trunk.

4.9.5.1.6.1 Call records shall also detail the index location of the file containing the call recording.

4.9.5.1.7 Incarcerated Individual Reports: Showing all information relating to incarcerated individual; incarcerated individual access, incarcerated individual pans, incarcerated individual status and incarcerated individual calling activity.

4.9.5.1.8 Station reports: Showing station revenue, station usage.

4.9.5.1.9 In real time, Vendor shall make available to DOC the incarcerated individual account balances, incarcerated individual PAN list and all call records with charge detail and index location of the recording.

4.9.5.1.11 Vendor shall provide a daily audit report to confirm that the account information is accurate within the system by reconciling the daily usage with the account balance. Should the audit find inaccuracies, Vendor shall immediately notify the DOC and start working towards resolution.

4.9.5.1.11.1 Vendor shall confirm it understands that if account inaccuracies are found, the DOC will assess \$500 per occurrence.

4.9.5.1.11.2 Vendor shall confirm its understanding that the DOC ICON system shall be the independent reconciler of the System balances. If the Vendors financial reports do not match the DOC ICON system, the DOC will deduct \$500 per occurrence.

4.9.5.1.12 Vendor shall provide current report examples of any Vendor generated report relating to all calling information and for all billing, collections and payment information. Vendor may be asked to revise the reports so DOC can better understand and or utilize the reports provided.

4.10 System Security. The System shall allow for various levels of access to information. Every institution has various staff working within the Incarcerated Individual Communications System throughout the day. Different levels of security will be required for these individuals to allow access to the various modules of the System. For example: Only, ISP (Iowa State Penitentiary) business office staff will have access to financial and PAN information, however each institution will have system access for call monitoring purposes. Investigators shall have access to the monitoring and history sections of their institution as well as the other institutions. Vendor shall describe the security offered within their System.

4.10.1 Vendor shall list the security levels available from administration through “view only”, and within each security level, a list of tasks (add, modify, view only) that can be performed within that level.

4.10.1.1 Vendor shall confirm its understanding that the DOC retains the right to grant or limit access to any part of the System to State staff or DOC systems.

4.10.1.2 If the provided system is web based, Vendor shall detail its security measures to prevent unauthorized access from a Vendor or State computer or from a remote source.

4.10.1.3 Vendor shall details its security related specifically to its investigator tools, such as those referenced in section 4.5.10.

4.10.2 Additionally, a single institution may opt to not record calls. Vendor shall state how this would be accomplished in the System.

4.10.3 Vendor must describe in detail the levels of security for both the application(s) and the operating system. Vendor must apply recommended security patches to operating system and applications within a reasonable timeframe from their release. As an example, the ICN utilizes www.cert.org as a reference tool for these general system patches. The System shall support secure socket layer (SSL) based communication between all client and server communications.

4.10.3.1 Vendor will supply the ICN with IP port information for any devices interfacing with the State network.

4.10.3.2 Vendor shall indicate if the ICN can be provided admin rights to Vendors System.

4.10.4 Fraud Prevention. Vendor shall detail the fraud control procedures for its proposed system.

4.11 Additional Vendor Responsibilities.

4.11.1 Entry to DOC Facilities. If a Vendor's employee must enter a DOC institution, the employee must meet any access criteria established by the DOC at the time of access. Such criteria may include employee background checks. For routine maintenance, Vendor staff must give DOC staff a 24-hour advance notice of

need to enter an institution for normal occasions, to include all instances except a trouble. If a trouble has been identified, 2 hour notice must be provided to the appropriate facility and personnel. It shall be Vendor's responsibility to keep Vendor staff apprised of DOC access requirements to DOC facilities.

4.11.2 PIN Numbers. Currently each incarcerated individual's access to process calls will be by incarcerated individual ID number and the last four digits of the incarcerated individual's Social Security number. The Vendor shall be responsible for personal identification number (PIN) number administration. The Vendor shall ensure that incarcerated individual PIN Numbers follow the incarcerated individual(s) between institutions and are added and removed in a timely manner, preferably within one day of receipt of new incarcerated individual information supplied by DOC. A PIN number must only be allowed to be active at one institution, although an incarcerated individual may carry his or her PIN number to various institutions within Iowa if incarcerated individuals are moved within the Iowa DOC institutional system. If DOC deems the social security number as the PIN number the Vendor's system shall be setup to accommodate that request. The Vendor shall describe available options within the system to handle PINs.

4.11.3 DOC shall have the ability during the life of this contract to select an alternate numbering system for incarcerated individual pin numbers should such a change be necessary in DOC's opinion.

4.11.4 Area Codes. The current area codes for the prison locations are 319, 515, 563, 641 and 712. The System shall accommodate these area codes, plus all future new area codes, splits or overlays. Callers must be able to call any area code nationwide.

4.11.5 Operating Procedures. The Vendor shall respond to incarcerated individual families' and ICN staff inquiries (through the DOC) about billing the incarcerated individual for the pre-paid call, blocked calls, deactivating and activating PIN numbers with incarcerated individual movement between institutions, use of a help desk, proper posting and debiting of credits (incoming payments posted to the incarcerated individuals telephone account) and debited charges (cost of a call) to incarcerated individual pre-paid phone accounts within no more than three (3) work days of receiving the inquiry. Vendor's response to the inquiry must be accurate and courteous. The Vendor shall describe what procedures it follows for reporting and measuring its own staff and system performance.

4.11.6 International Calls. The System shall provide international call capability. A live operator may handle some international calls if the operator is trained in the proper procedure in handling incarcerated individual pre-paid calls.

4.11.6.1 Vendor shall confirm its understanding that if an operator is utilized to make a call connection; the incarcerated individual shall only be allowed to speak to the called party after the called party accepts the call. If the incarcerated individual leaves a message on an answering machine or a voice mail box, the incarcerated individual shall be charged for the call.

4.11.7 Site Administrator. Although the ICN does not currently utilize a Vendor provided on-site Administrator, Vendor shall bid costs both with a Vendor's on Site Administrator and without one. For the system without a Vendor's on Site Administrator Vendor shall state in its bid proposal the exact work items and work functions that Vendor anticipates must be done by someone physically on site at the ICN or DOC facilities.

4.11.7.1 Vendor shall note for its proposal that, IF the State were to accept utilization of a Vendor's on site administrator (person to be identified by the Vendor) that person would enter personal identification (PIN) numbers for incarcerated individuals as designated by DOC. For some infrequent times, such as weekends and emergencies, entries might also be completed by an institution's phone contact person or by ICN hub site staff in the absence of the Vendors on Site Administrator.

4.11.7.2 Vendor shall provide a current job description and list of duties for a Site Administrator, whether that person is located on or off State premises.

4.11.7.3 Vendor shall provide a detail listing of the trouble escalation process, to include all steps and contact information for every level, every day of the year.

4.11.8 Vendor must subscribe to an authorized Public Switched Network service (i.e. NANPA - North American Numbering Plan Administration). Vendor must track and make changes for Area Code splits and any other public network numbering changes as identified by this service.

4.12 Installation and Implementation; applicable to Tablets, Phones and Video Visitation Systems.

4.12.1 Upon award of a Contract, the ICN shall negotiate an installation and implementation time schedule with the successful Vendor. The Vendor shall bear the burden of all installation activity. The ICN may consider extended installation time frames, if necessary, when in the best interest of the DOC and ICN.

4.12.1.1 Should the Vendor's System require integration with or use of other State systems not addressed within this RFP, the Vendor will be required to agree to the ICN or DOC Standard Operation Procedures, depending upon the system and the level of integration.

4.12.2 Installation of the IICS shall be at the Vendor's expense, as will be removal of it upon cancellation or completion. The Vendor shall be responsible for all equipment and service and shall provide a Vendor's customer service representative to oversee Vendor's staff or manufacturers staff for the installation, and removal at contract end, of all Vendor's System components.

4.12.3 The Vendor shall fully assume the risk of loss and/or damage for any equipment that may be provided by the Vendor during shipment, unloading and installation.

4.12.4 The Vendor shall remove all packing crates, boxes, paper, packing materials and all other such extraneous material from the premises at the Vendor's expense after installation at each site.

4.12.5 Schedule of Implementation. Vendor shall submit a complete and detailed schedule of the time required for installation steps, utility coordination, training, cutover and testing. The schedule shall include staff charts, dates, and any cutover aspects. Note that no institution has a higher installation priority than any other. The System shall be installed in a manner and under a time frame designed to minimize disruption of the normal functions of the DOC. Any delay in the schedule that is caused by DOC personnel will increase the Vendor's time allowed to cutover by the length of such delay.

4.12.6 The Vendor shall be responsible for supervision, delivery, unpacking, placement, cabling, installation, testing and cutover of equipment provided by the Vendor. The Vendor shall coordinate all phases of installation with the ICN and or DOC contact person. The Vendor shall obtain the advice and written approval from ICN before making any modification or alteration to any building(s) or grounds. Should DOC approval be required for any installation item, ICN will be responsible for obtaining the DOC approvals for the Vendor. The Vendor shall barricade work areas to provide a safe condition for pedestrian and vehicular traffic.

4.12.7 The Vendor shall be responsible for development of a complete System test plan that validates every system feature and capability. This test plan shall be a formal document to be executed by the Vendor upon approval of the ICN and others as required by the ICN. The test plan shall be delivered no later than 30 days after the Notice of Intent to Award is issued and shall include at least 2 full System tests in addition to incremental testing. The Vendor shall describe what methodology and process it intends to use to meet this requirement.

4.12.8 The Vendor shall comply with all applicable Local and National Electric Codes when installing the System and it shall ensure that the System conforms to all applicable Local and National Electric Codes.

4.12.9 The ICN Engineering Division must first approve all wiring additions in the JFHQ Armory. All wiring additions to be made at any DOC institution must first be approved by appropriate authorized DOC institution personnel as specified by DOC. ICN Engineering Division must have advance knowledge and review of all wiring additions in any location.

4.12.10 Vendor shall have a Conversion Project Manager on site or in constant contact during the whole time that a conversion is in process until conversion is complete.

4.12.11 Physical Test. Vendor shall provide a complete system for a physical test, which shall include fully installed and operational software and hardware. The test shall enable the State to enter IICS data into the System and verify the proper processing and reporting of the data. The duration of the physical test, shall be no shorter than 2 months, which shall be prior to full conversion to a new system to ensure that everything is working properly.

4.12.11.1 After full System testing for a minimum 2 months, the System shall be cutover and made fully operational before midnight, September 30, 2020. Should the Vendor be unable to provide a full System for testing and subsequent cutover prior to September 30, 2020, the Vendor shall be assessed a deduction of \$1,200.00 for each day of delay, which will be deducted from Vendor invoices once the System is operational. The ICN shall not hold the Vendor responsible for delays beyond the Vendor's control, however; the Vendor must take appropriate measures to mitigate any delay and shall keep the ICN fully aware of any potential issues that may cause a delay. The assessment of a deduction shall be at the sole discretion of the ICN.

4.12.11.2 During the physical testing period the system(s) shall be processing traffic to confirm full operability and accuracy of reporting functions.

4.13 Drug Free Workplace. The Vendor and all of its sub-contractors shall certify that they maintain a drug free workplace policy which includes a published statement which notifies employees that the manufacturing, distribution, dispensing possession or use of a controlled substance is unlawful and prohibited in the workplace and specifies actions that will be taken against an employee for such violations.

4.14 Equal Opportunity. The Vendor and all of its sub-contractors shall certify that the company or corporation maintains a practice of nondiscrimination and equal opportunity employment.

4.15 Safety. The Vendor shall follow all standard SAFETY REGULATIONS including but not limited to all applicable federal, state, local safety regulations and OSHA regulations for all facets of the service functions described in this RFP. It shall be Vendor's responsibility to insure that Vendor's staff is A. aware of all applicable safety rules, B. Vendor staff follow all applicable safety rules, C. that appropriate safety regulations and rules are posted and updated so that, at all times, all Vendor's staff is made aware of and told that they must FIRST and ALWAYS follow appropriate safety procedures and regulations for every facet of the work being described to be done in this RFP.

4.16 Payment Mechanism and Maintenance of Standards. The resulting contract will tie the Vendor's payment to meeting the performance standards described in section 4.17 thru 4.22.

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4.17 Performance Standards. The successful Vendor shall perform the services described in Chapter 4 in a manner that ensures compliance with the performance standards described in the Table 1 below.

Table 1

#	STANDARD	METHOD OF MEASUREMENT
1	System shall be fully operational 99% per day, "Service Lost" at any one institution or affecting multiple users must be restored within 4 hours of notice to Vendor. Scheduled maintenance to be done between midnight & 6AM., does not count against the 99% System uptime requirement.	Reports generated in correlation with the ICN's internal NOC ticketing software, DOC administration and Vendor reporting and usage reports. "Service Lost" and "Service Degraded" measured Monthly and automated reporting required.
2	Upon notice, Vendor shall provide 24 hour replacement of system hardware, tablets and related equipment. Note: DOC/ICN shall provide the phones.	
3	Recording and Retrieval. All saved call records and tablet data shall be searchable and retrievable as identified in RFP Sections 4.6.9 & 4.4.14	Reports generated in correlation with the ICN's internal NOC ticketing software, DOC administration and Vendor reporting and usage reports. "Service Lost" and "Service Degraded" measured Monthly and automated reporting required.
4	The System shall: 1) Quarantine all tablet communication for 3 hours prior to release, 2) System shall permanently hold tablet communication that has "Flagged" words or phrases, as determined by DOC.	If the System fails requirement #3 and or #4, DOC shall deduct \$500 per occurrence, in addition to being calculated in the Performance and Credit Computation schedule identified in RFP Section 4.19.
5	System shall not allow unauthorized access or use of the tablets: 1) By/Between incarcerated individuals, 2) Allows communication with an unauthorized phone number or email address.	Reports generated in correlation with the ICN's internal NOC ticketing software, DOC administration and Vendor reporting and usage reports. "Service Lost" and "Service Degraded" measured Monthly and automated reporting required.
6	90% of the all trouble tickets should be accepted with receipt acknowledgement within the first hour.	
7	Financial & Usage reports shall be accurate in real time between the Vendor's system and the DOC ICON system. Financial and Usage reports shall be provided as indicated in Section 4.19.6	Automated or manual reports requested and/or generated from the IICS shall be reviewed and verified by the ICN to determine the completeness and accuracy of the data and reports derived from the IICS.

4.18 Monitoring Performance. Each of the performance standards described in the column entitled "Standard" shall be monitored in accordance with the "Method of Measurement" described in Table 1.

4.19 Review of Performance and Credit Computation. At the end of each month, the ICN shall review Vendor's performance under any resulting Contract in light of the relevant Standard and Method of Measurement in Table 1 to determine whether Vendor met the performance standards during the previous month.

4.19.1 If Vendor met at least 6 of the 7 performance standards described in the column entitled "Standard" in Table 1, the ICN shall pay Vendor the entire amount of monthly compensation described in the Contract for that month.

4.19.2 If Vendor met only 5 of the 7 performance standards described in the column entitled "Standard" in Table 1, the ICN shall subtract 5% of the amount of monthly compensation described in the Contract from the amount otherwise due to Vendor for that month.

4.19.3 If Vendor met only 4 of the 7 performance standards described in the column entitled "Standard" in Table 1, the ICN shall subtract 10% of the amount of monthly compensation described in the Contract from the amount otherwise due to Vendor for that month.

4.19.4 If Vendor met only 3 of the 7 performance standards described in the column entitled "Standard" in Table 1, the ICN shall subtract 15% of the amount of monthly compensation described in the Contract from the amount otherwise due to Vendor for that month.

4.19.5 If Vendor meets fewer than 3 of the 7 performance standards described in the column entitled "Standard" in Table 1, for three consecutive months, the ICN shall subtract 20% of the amount of monthly compensation described in the Contract from the amount otherwise due to Vendor for each subsequent month in which Vendor fails to improve the number of performance standards that it meets. If Vendor fails to improve its performance within 60 days of the last day of the month that Vendor first met fewer than 4 of the 7 performance standards, the ICN may terminate the Contract without incurring any additional expenses.

4.19.6 Pursuant to Standard 7, Should the Vendor's system be unable to provide the Financial or Usage report requested or required by the DOC, in real time, in complete and accurate form, the Vendor shall have 24 hours to provide the requested report to the DOC. Should the Vendor be unable to provide the report within 24 hours, DOC shall deduct \$500.00 per day the report is late and or inaccurate.

4.20 "Service Degraded". For the purpose of applying performance measures and damages, "Service Degraded" shall be defined as, but not limited to: (a) One or more telephones fail to provide dial tone or to make connections; (b) Poor call quality; (c) Poor call recording quality; (d) Tablets and or tablet hardware lacks connectivity; (e) System is intermittently available; (f) updates, enhancements or replacements are not functioning properly or accurately.

4.20.1 The Vendor shall monitor System performance and identify any degraded service performance. The Vendor shall notify the ICN when it identifies degraded service performance. In addition, the ICN shall notify the Vendor when it observes degraded service performance that the Vendor has not reported to the ICN. Vendor shall be required to notify ICN when any corrective changes are made to the System.

4.21 "Service Lost". For the purpose of applying performance measures and damages, "Service lost" shall be defined as, but not limited to: (a) The recording System fails which includes, but is not limited to: fails to record the call, fails to archive the record appropriately and fails to have the call readily available for retrieval; (b) Transactions are not logged onto the accounting system and or effectively downloaded for System integration, which includes inability of the State to audit and reconcile the account system information; and (c) Critical functions of System management and administration cannot be conducted by the management terminals, as determined by the ICN.

4.21.1 If the System fails to record, archive and have a call available for immediate retrieval, the ICN shall deduct \$500 per occurrence.

4.21.2 The Vendor shall monitor system performance and identify any system or functional outages. The Vendor shall notify the ICN when it identifies any System or functional outages. In addition, the ICN shall notify the Vendor when it observes any system or functional outages that the Vendor has not reported to the ICN.

4.22 RESERVED.

4.23 Monitor and Review – Compliance with Standards. The ICN shall monitor successful Vendor's compliance with the performance standards listed in Section 4.17. The resulting contract will be monitored using reports generated by the ICN's internal NOC ticketing software and Vendor's automated reports.

4.24 Data collection and transmission. The current system uses equipment at each DOC institution and also at the ICN NOC located at JFHQ. If Vendor proposes a System which utilizes a different data collection and data transmittal architecture Vendor shall State and explain that different architecture in specific detail in the bid proposal. Vendor shall describe the System capabilities if able to be accessed from one specific computer or from any network connected unit.

4.25 Optional items the DOC may consider now or for future use. If Vendor is able to provide these services, Vendor shall detail its service offering and how it provisions the service.

4.25.1 Biometric System. To prevent fraud and protect incarcerated individuals accounts, a biometric method of incarcerated Individual verification in addition to the incarcerated individual ID number and the last four digits of the incarcerated individual's Social Security Number (if no Social Security number exists, the four digits MM/DD of the incarcerated individual's birthday will be used) would be desirable. Please explain in detail what method(s), if any, could be used with the System offered in this proposal.

4.25.2 Vendor shall describe and detail its ability to have/provide two rates, one for local and one for long distance land line calls.

4.25.3 Three Way Calls. Vendor shall describe current and available procedures and options with which to handle and prevent three way calling.

4.25.5 Caller ID. Vendor shall describe and fully detail how its System deals with Caller ID. The System shall provide identification to the incarcerated individual's called party; however the number displayed on the caller ID, will be unable to receive a return call.

4.25.6 Vendor Proposed Options. If Vendor has suggestions for changes to the existing system such ideas may be separately and distinctly stated as options for consideration, and option operational activity, work and data flows, and costs shall be detailed along with revenue projections for each option offered by the Vendor.

4.25.7 Flat Rating. Vendor shall describe its system capabilities as it applies to providing one toll or data rate for all of Iowa. Vendor shall describe the benefits and costs associated with this type of rating.

4.25.8 Incarcerated individual Voice Mail boxes. Vendor shall describe its System capabilities as it applies to provide incarcerated individual voice mail boxes. Vendor shall describe the benefits and costs associated with this service offering.

4.25.8.1 Vendor shall detail the security aspects of the incarcerated individual voice mail boxes and how the voice mails are recorded, if differently than a normal voice call.

4.25.8.2 Vendor shall describe its systems capability to send facility-wide or incarcerated individual-specific messages. Vendor shall confirm that voicemails sent from DOC staff are free of charge.

4.25.8.3 A way to eliminate kites. Describe your systems ability to record and automatically routes an incarcerated individual's voice-recorded requests to the appropriate department personnel, creating a documented and audit trail of all communications between facility personnel and incarcerated individuals. Vendor shall indicate if this can be accessed through the system administration secure Web-based portal.

4.25.8.4 Vendor shall describe its ability to incorporate a Prison Rape Elimination Act, PREA solution. Using the incarcerated individual phone, an incarcerated individual can leave a secured voicemail reporting a PREA incident. All PREA calls are recorded. The system immediately sends an email and/or text message to the officer in charge of PREA. When the officer listens to the voicemail, the system automatically timestamps, dates and stores the officer's name with the recording. The officer can then enter notes directly into the system application and list all steps the officer followed to address the issue. Alternatively, an incarcerated individual can call the officer responsible for PREA and the system will record the entire conversation further providing for a chain of evidence.

4.25.9 Cell Phone Usage and Blocking. Vendor shall describe its System capabilities as it applies to Cell Phone usage and blockage within the correctional institutions. Vendor shall describe the benefits to their service offering and any costs associated with it.

4.25.10 Dual Commissary Accounts. Vendor shall describe its service offering as it pertains to one account for phone calls, tablet usage and another account for other purchases. What device allows the incarcerated individual to access and use one account versus the other? What theft protection is available? Vendor shall describe the benefits this service may offer and any costs associated with this service.

4.25.11 Convergence of Voice and Data Networks. Vendor shall provide detailed information as to how its System could terminate local to local traffic. Vendor shall provide appropriate technical and cost information that will enable proper evaluation.

4.25.12 Vendor shall detail its System capability of allowing the DOC to attach an incarcerated individual call recording to an e-mail. Vendor shall describe the process and or method of this function and what security or encryption, if any, follows the emailed recording.

4.26 Staff and Experience. The proposal shall include the following information regarding the Vendor's experience and its staff:

4.26.1 Describe the Vendor's experience operating a prepaid calling system, tablet and video visitation system. Provide statistics for volume of activity and scope of operations both by type of industries, and the geographic scope(s).

4.26.2 Describe the level of technical experience the Vendor and its staff have in providing the types of services sought by this RFP. Include the number of Vendor company personnel trained and experienced in any System operations. Give personnel counts, and years of experience, and explain the experience.

4.26.3 In what System type equipment, hardware, and software is the Vendor staff trained? Identify staff that the Vendor proposes to use on this project and describe the training those individuals have in the equipment, hardware, and software the Vendor is proposing to use in the System.

4.26.4 Describe the Vendor's experience in repairs and maintenance of the equipment, hardware, and software proposed for the System? For the staff the Vendor proposes to use on the project, describe those individuals' experience in repairs and maintenance of the equipment, hardware, and software proposed for the System.

4.26.5 Vendor shall provide at least three references from previous or current customers who are knowledgeable about the Vendor's performance in providing services similar to the services described in this RFP. The references shall include a contact person, telephone number and e-mail address for each reference.

4.26.6 Vendor Experience with System via network operations. Provide a clear description of the Vendor's experience with operating a System via a network, preferably somewhat similar to the ICN network with DOC. Explain if any corporate network experience in the opinion of Vendor applies directly or indirectly to any specific requirements as specified in Chapter 4 of the RFP.

4.27 Financial Information, the Vendor must provide the following financial information:

4.27.1 Audited financial statements (annual reports) for the last three years. (Hard copy or active web page address is acceptable.)

4.27.2 At least three financial references from whom Vendor has purchased products/services from and/or paid invoices to, which are different from the references listed in 4.26.5. The references shall include a contact person, telephone number and e-mail address for each reference.

4.27.3 If the Vendor has been the subject of any bankruptcy proceedings within the last ten years, provide information regarding the year of filing, the chapter under which the bankruptcy was filed or proceeded, the current status of the proceeding(s), and if finished, the result of the proceeding(s).

4.27.4 If Vendor is a subsidiary or holding company of another firm clearly state the corporate financial status and financial arrangements.

4.28 Terminations, Litigation, Debarment, The Vendor must provide the following information:

4.28.1 During the last five (5) years, has the Vendor had a contract for services terminated for any reason? If so, provide full details related to the termination.

4.28.2 During the last five (5) years, describe any damages or penalties of anything of value traded or given up by the Vendor under any of its existing or past contracts as it relates to services performed that are similar to the services contemplated by this RFP and the resulting Contract. If so, indicate the reason for the penalty or exchange of property or services and the estimated account of the cost of that incident to the Vendor.

4.28.3 During the last five (5) years, describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the Vendor to engage in any business, practice or activity.

4.28.4 During the last five (5) years, list and summarize pending or threatened litigation, administrative or regulatory proceedings, or similar matters that could affect the ability of the Vendor to perform the required

services. The Vendor must also state whether it or any owners, officers, or primary partners have ever been convicted of a felony. Failure to disclose these matters may result in rejection of the bid proposal or in termination of any subsequent contract. This is a continuing disclosure requirement. Any such matter commencing after submission of a bid proposal, and with respect to the successful Vendor after the execution of a contract, must be disclosed in a timely manner in a written statement to the ICN.

4.28.5 During the last five (5) years, have any irregularities been discovered in any of the accounts maintained by the Vendor on behalf of others? If so, describe the circumstances of irregularities or variances and disposition of resolving the irregularities or variances.

4.29 Cost Components and Variables: Vendor shall provide a positive statement of compliance or exception to each of the points listed within this subsection and shall detail how the Vendor meets the requirement or proposed method for dealing with the Vendor's exception.

4.29.1 Does Vendor have experience with or the capability to provide tablets at **no cost** to the incarcerated individual and the DOC? If so, Vendor shall explain its cost model for this type of service.

4.29.1.1 If not, Vendor shall detail the price of tablets all associated costs.

4.29.2 Is there a level of content sales to incarcerated individuals which must be achieved to enable free tablet and system to incarcerated individual and DOC?

4.29.2.1 After Vendor recovers its costs what is the proposed profit sharing agreement?

4.29.2.1.1 Vendor shall provide the administrative structure of the profit sharing agreement as DOC will remain the collection point and repository for all System funds and Vendor shall have real time access to the funded amounts through the DOC ICON banking system or via a transfer of funds from DOC on a predetermined basis.

4.29.2.2 Based upon the annual average of 8,500 inmates between the 9 institutions Vendor shall detail what profit sharing would be estimated at for year 2, 3, 4, 5 & 6. If a dollar amount and or percentage are provided, Vendor shall make sure to detail the method it arrived at that estimated number.

4.29.2.3 Can DOC expect profit sharing in year one?

4.29.2.4 Vendor shall detail how ICN/DOC will verify/audit the cost components of the profit sharing agreement.

4.29.3 Vendor shall provide its "a la cart" price list of all services (phone call, video call, text, streaming and e-mail) and related equipment (keyboards, headphones, etc.) that may be available to the incarcerated individual.

4.29.3.1 Vendor shall detail cost components applicable to the offender.

4.29.3.2 Vendor shall detail cost components applicable to those outside the DOC facility as they communicate with an incarcerated individual.

4.29.3.3 Vendor shall detail any third-party cost components which may be applicable.

4.29.4 Vendor should identify any service fees associated with transferring money from outside into an incarcerated individuals account.

4.29.5 Vendor shall detail the cost sharing and or cost sharing options of the turn key tablet/kiosk solution available to the DOC, such as:

4.29.5.1 Vendor shall cover all upfront costs of providing the service, then providing a percentage of the fees collected to the DOC on a monthly, quarterly, semiannually or annual basis.

4.29.5.2 Flat fee costs to provide the turn key service, recovered in the costs of services used by the incarcerated individuals, then balance of funds returned to DOC.

4.29.6 Vendor shall confirm phone calls are still charged in a prepaid manner, but not to exceed the FCC mandated rate caps for interstate and intrastate calls.

4.29.7 Vendor shall detail how it allocates its cost recovery associated with network installations/upgrades through service charges.

4.29.8 Vendor shall provide details of the different types of internet/network solutions DOC may consider.

4.29.7.1 Vendor shall confirm its understanding that the Iowa Communications Network (ICN) has fiber and copper network connectivity between the DOC institutions. Although the ICN is unable to contract this connectivity directly to the awarded Vendor, the connectivity may be used by the DOC. ICN would invoice DOC for the use of the connectivity, upon which we expect DOC would pass through the invoice to the awarded Vendor.

4.29.7.2 Vendor shall also note the ICN has collocated equipment at Equinix, Dallas DA3 and Coresite Denver DE1, which the awarded Vendor may consider cross connecting to, if it will simplify network connectivity.

4.30 Product Demonstration/Evaluation.

4.30.1 If requested, the ICN/DOC shall use the product demonstration to evaluate and confirm the written responses to the mandatory requirements, offered by the Vendor. The evaluation committee reserves the right to request a product demonstration/evaluation with not more than four (4) RFP finalists whose RFP response packages scored the highest. The determination of whether to request product demonstration/evaluation is entirely at the discretion of the evaluation committee.

4.30.2 An acceptable response to this Section is Vendor affirmation of its willingness to demonstrate its product and allow ICN to evaluate its product by providing the contact information (contact name, mailing address, e-mail address, phone, cell phone) of the person ICN should contact to make the arrangements.

4.30.3 Vendors shall provide basic information as to how they can demonstrate its System. Can the demonstration be provided over an internet connection, on digital media, equipment installation or is a Vendor site visit required?

CHAPTER 5. EVALUATION CRITERIA

5.1 Award Criteria and Process.

5.1.1 An evaluation committee comprised of personnel employed by the State of Iowa will review and evaluate the proposals that meet all requirements of the RFP. ICN reserves the right to include personnel from outside the State of Iowa if ICN in its sole opinion deems that to be in the best interests of ICN. The evaluation committee will consider all information provided in the proposals when making its recommendation and the committee may also consider relevant information from other sources.

5.1.2 The evaluation committee reserves the right to request oral presentations and conduct a Best and Final Offer (BAFO) process with not more than four (4) RFP finalists whose RFP response packages scored the highest. The determination of whether to request an oral presentation and/or BAFO is entirely at the discretion of the evaluation committee. The identity of all finalists shall remain confidential until the ICN issues a notice of intent to award the contract. Oral presentations and/or submission of BAFOs shall be scheduled at a due date and time determined by the ICN. Any BAFO requested by the ICN shall be submitted in sealed envelopes to the Issuing Officer on or before the time and date determined by the ICN. Evaluation of BAFOs and/or oral presentations shall be conducted and scored in exactly the same manner as the original proposals. The evaluation committee shall consider the Technical Proposal and Agency Organization information available in the original response to the RFP as well as information presented in the oral presentation in determining the final score for the Technical Proposal and Agency Organization. Scores from the four (4) finalists on any BAFO and/or oral presentation shall replace the score achieved in the original evaluation.

5.1.3 The evaluation committee will make a recommendation to the Executive Director of the ICN indicating the committee's choice. The Executive Director will select the Vendor or Vendors to receive the Award of the contract. The Executive Director is not bound by the committee's recommendation. The ICN will send copies of the Notice of Intent to Award to all Vendors who submitted bid proposals.

5.2 Evaluation Criteria. The bid proposals will be evaluated using a scoring system which will be made available at the time of the Bid Opening. Evaluation of bid proposals will be based on, but not limited to, the general criteria, which are listed below in no particular order of importance. It shall be Vendor's responsibility to insure that the proposal offered fully iterates the Vendor ability to perform the RFP requirements, and to clearly show how the Vendor would perform the IICS task. The ICN shall not necessarily award the contract to the Vendor offering the lowest cost to the State. The ICN may award a contract to the most responsible Vendor meeting the requirements of this RFP and which in the determination of both ICN and DOC provides the best value to the State after considering price and compliance with the provisions of this request

The general evaluation criteria include, but are not limited to these general areas:

- Vendor's Technical Proposal
- Background information
- Experience
- Personnel
- Financial information
- Business information
- Legal/administrative information
- Pricing
- Product Demonstration / Evaluation
- Best and Final Offer – if requested

RFP 19-000
ATTACHMENT # 1
TERMS AND CONDITIONS
THAT WILL APPLY TO ANY CONTRACTUAL AGREEMENT RESULTING FROM THIS RFP

This Agreement for the operation of the Incarcerated Individual Communications System ("IICS") is made between the Iowa Department of Corrections and "[name of successful Vendor]", as administered by the Iowa Telecommunications and Technology Commission (ITTC) operating the Iowa Communications Network (Iowa Telecommunications and Technology Commission and Iowa Communications Network shall be collectively referred to as "ICN"). The parties agree as follows:

SECTION 1. IDENTITY OF THE PARTIES.

1.1 The Iowa Department of Corrections is an agency of the State of Iowa and is responsible for the management and operation of the State of Iowa prison system. The DOC's principal office address is 510 East 12th Street, Des Moines, IA 50319

1.2 Vendor is a corporation qualified to provide Incarcerated Individual calling services and is authorized to conduct business in the State of Iowa. Vendor address is (awarded vendor will be listed).

1.3 The Iowa Communications Network (ICN) is authorized by Iowa Code Chapter 8D to operate a communications network in the State of Iowa. The ICN's address is Grimes State Office Building, 400 East 14th Street, Des Moines, IA 50319.

SECTION 2. PURPOSE. The parties have entered into this Agreement for the purpose of retaining Vendor to provide an Incarcerated Individual Communications System as described in Schedule A. ICN is entering into this Agreement pursuant to Iowa Code Chapter 8D.

SECTION 3. TERM. The term of the Agreement will begin upon signature by both Parties and continue for a one (1) year period. The Agreement may be renewed for five (5) additional one (1) year periods upon written mutual agreement of the Parties.

3.1 At the end of the service term or any renewals provided for above, the ICN may extend the Agreement on a month-to-month basis for up to six months to ensure the State retains an operational system at all times. Vendor shall agree to this possible extension at the same rates and terms as agreed to in the previously agreed to Agreement term.

SECTION 4. DOCUMENTS INCORPORATED BY REFERENCE.

4.1 Incorporation of Bid Proposal Documents. The Request for Proposal (RFP) 19-000 and the Vendor's Bid Proposal in response to this RFP, together with any clarifications, attachments, appendices, amendments or other writings of the ICN or the Vendor (collectively Bid Proposal) are incorporated into this Agreement by this reference as if fully set forth in this Agreement.

4.2 Contractual Obligations of Vendor. The terms and conditions of the Bid Proposal and of the RFP are made contractual obligations of the Vendor.

4.3 Contents of Agreement. The parties acknowledge that this Agreement consists of this document as well as the RFP and the Bid Proposal and that the parties are obligated to perform as set forth in the RFP and the Bid Proposal to the same extent that they are obligated to perform the specific duties set forth in this document.

4.3.1 Order of Preference. In the case of any inconsistency or conflict between the specific provisions of this document, the RFP or the Bid Proposal, any inconsistency or conflict shall be resolved as follows:

4.3.1.1 First by giving preference to the specific provisions of this Agreement.

4.3.1.2 Second, by giving preference to the specific provisions of the RFP.

4.3.1.3 Third, by giving preference to the specific provisions of the Bid Proposal.

4.4 Intent of References to Bid Documents. The references to the parties' obligations, which are contained in this document, are intended to change, supplement or clarify the obligations as stated in the RFP and the Bid Proposal. The failure of the parties to make reference to the terms of the RFP or Bid Proposal in this document shall not be construed as creating a conflict and will not relieve the Vendor of the contractual obligations imposed by the terms of the RFP and the Bid Proposal. Terms offered in the Bid Proposal, which exceed the requirements of the RFP, shall not be construed as creating an inconsistency or conflict with the RFP or this document. The contractual obligations of the ICN cannot be implied from the Bid Proposal.

SECTION 4. DEFINITIONS. The following words shall have the meanings set forth below. Words in the singular shall be held to include the plural and vice versa, and words of gender shall be held to include the other gender as the context requires. For the purposes of this Agreement, the following terms and all other terms defined in this Agreement shall have the meanings so defined unless the context clearly indicates otherwise.

4.1 "Automated Reporting" is herein defined as - allowing the data and supporting rules and processes required for measuring the RFP Standards in Table 1, #'s 1-7 to be defined within ICN's ServiceNow system and reports generated to measure the results.

4.2 "Canteen" shall mean the area within each DOC institution where Incarcerated individuals may purchase or order goods and products provided by DOC for sale or acquisition by Incarcerated individuals housed within the institution.

4.3 "CLEC" shall mean a competitive local exchange carrier.

4.4 "DOC" shall mean the Iowa Department of Corrections.

4.5 "ICN" shall mean the Iowa Telecommunications and Technology Commission operating the Iowa Communications Network.

4.6 "Institutions" shall mean the nine DOC institutions in which Iowa incarcerated individuals are housed and which cumulatively comprise the Iowa DOC incarcerated individual prison system.

4.7 "JFHQ" shall mean Joint Forces Headquarters.

4.8 "LEC" shall mean a local exchange carrier.

4.9 "NOC" shall mean the network operations center

4.10 "Open Standards" are publicly available specifications for achieving a specific task.

4.11 "PAN" shall mean personal access number.

4.12 "PIN" shall mean personal identification number.

4.13 "Project" means the installation and deployment of a state of the art IICS for the ICN.

4.14 "RFP" shall mean Request for Proposal.

4.15 "Service Now" is the ICN equivalent to a NOC.

4.16 "Software" means the [describe specific software products for this contract] and all other software attached, including Third-Party Software, and all related Documentation, Enhancements, source code, object code or copies thereof.

4.17 "System", IICS or Incarcerated Individual Communications System shall mean the state of the art incarcerated individual telephone management system installed, deployed and operated by the Vendor for use by the ICN and DOC.

4.18 "State" shall mean the State of Iowa and all of its departments, agencies, boards, and commissions, including the ICN and the DOC.

4.19 "Vendor" shall mean the [enter name of the successful Vendor].

SECTION 5. SCOPE OF WORK.

5.1 Scope of Services.

5.1.1. The services to be performed pursuant to and as a result of this Agreement by the Vendor are described on Schedule A attached hereto and made a part hereof by this reference.

5.1.2 The Vendor shall prepare and deliver specifications to the ICN which will detail the design, technical and functional capabilities, look and feel, and other attributes related to the project, all as more fully described in Schedule A.

5.2 Amendments to Scope of Services and Specifications. The parties agree that Schedule A, Scope of Services, and the specifications, may be revised, replaced, amended or deleted at any time during the term of this Agreement to reflect changes in service or performance standards upon the mutual written consent of the parties.

5.3 Industry Standards. Services rendered pursuant to this Agreement shall be performed in a professional and workmanlike manner in accordance with the terms of this Contract and with generally acceptable industry standards of performance for similar tasks and projects. In the absence of a detailed specification for the performance of any portion of this Agreement the parties agree that the applicable specification shall be the generally accepted industry standard. As long as the ICN notifies Vendor promptly of any services performed in violation of this standard, Vendor will re-perform the services, at no cost to ICN, such that the services are rendered in the above-specified manner.

5.4 Non-Exclusive Rights. This Agreement is not exclusive. The ICN reserves the right to select other Vendors to provide services similar or identical to the Scope of Services described in this Agreement during the term of this Agreement.

SECTION 6. COMPENSATION.

6.1 Payment Terms. Invoice submitted by Vendor shall contain appropriate documentation as necessary to support the fees or charges included on the invoice and shall comply with all applicable rules concerning payment of such fees, charges or other claims and shall contain all information reasonably requested by ICN. ICN shall pay all approved invoices in arrears and in conformance with Iowa Code. ICN may pay in less than 60 days as provided in Iowa Code. However, an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa Code. Any sums owed to ICN by the Vendor shall be itemized and deducted from the Vendor's invoice prior to submission. Notwithstanding anything herein to the contrary, ICN shall have the right to dispute any invoice submitted for payment and withhold payment of any disputed amount if ICN believes the invoice is inaccurate or incorrect in any way. Invoices shall be submitted to ICN Finance - Accounts Payable, Grimes State Office Building, 400 East 14th Street, Des Moines, IA 50319.

6.2 Pricing. The pricing matrix is described in Schedule B. The parties agree that Schedule B, Pricing, may be revised, replaced, amended or deleted at any time during the term of this Agreement upon the mutual written consent of the parties.

6.3 RESERVED.

6.4 Reimbursable Expenses. There shall be no reimbursable expenses associated with this Agreement separate from the compensation referred to in this section. Vendor shall be solely responsible for all costs and expenses, including, but not limited to, travel, mileage, meals, lodging, equipment, supplies, personnel, training, salaries, benefits, insurance, conferences, long distance telephone, and all other costs and expenses of Vendor.

6.5 Set Off. In the event that Vendor owes ICN or the State of Iowa any sum under the terms of this Contract, any other Contract, pursuant to any judgment, or pursuant to any law; ICN may set off the sum owed to ICN or the State against any sum billed to ICN by the Vendor in ICN's sole discretion unless otherwise required by law. The Vendor agrees that this provision constitutes proper and timely notice under the law of setoff.

6.6 The Vendor shall audit the invoices presented to the ICN to ensure that they are proper, current and correct. The Vendor has 30 days from the date of invoice to present and resolve any discrepancies with the ICN. The Vendor shall notify the ICN of any and all discrepancies that the audit(s) reveals.

6.7 Delay of Payment Due To Vendor's Failure. If the ICN in good faith determines that the Vendor has failed to perform or deliver any service or product as required by this Contract, the Vendor shall not be entitled to any compensation under this Contract until such service or product is completed or delivered. In the event of partial performance, the ICN may withhold that portion of the Vendor's compensation, which represents payment for the unsatisfactory services.

SECTION 7. RESERVED

SECTION 8. INSURANCE.

8.1 Coverage Requirements. The Vendor, and any subcontractors performing the services required under this Agreement, shall maintain in full force and effect, with insurance companies of recognized responsibility, at its own expense, insurance covering its work during the entire term of this Agreement and any extensions or renewals thereof. The insurance shall be of the type and in the amounts as reasonably required by the ICN. The Vendor's insurance shall, among other things, insure against any loss or damage resulting from or related to the Vendor's performance of this Agreement. All such insurance policies should remain in full force and effect for the entire life of this Agreement and shall not be canceled or changed except with the advance written approval of the ICN.

8.2 Types of Coverage. Unless otherwise requested by the ICN, Vendor shall, at its sole cost, cause to be issued and maintained during the entire term of this Agreement (and any extensions or renewals thereof) the insurance coverages set forth below, each naming the State of Iowa and the ICN additional insureds or loss payees, as applicable:

Type	Amount
Workers Compensation and Employer Liability	As Required By Iowa Law
General Liability (including contractual liability) written on an occurrence basis	
GENERAL AGGREGATE	\$3 million
PRODUCT LIABILITY	\$1 million
PERSONAL INJURY	\$1 million
COMPREHENSIVE AGGREGATE	\$1 million
EACH OCCURRENCE	\$1 million
Automobile Liability, including any auto, hired autos and non owned autos	\$1 million
COMBINED SINGLE LIMIT	

8.3 Coverage for State Property on Vendor Premises. The policies shall provide coverage for damages to the State's property, which occurs on the Vendor's premises or premises under the control of the Vendor or Vendor's subcontractors.

8.4 Claims Made Coverage. All insurance policies required by this Agreement must provide coverage for all claims arising from activities occurring during the term of the policy regardless of the date the claim is filed or expiration of the policy.

8.5 Notice Regarding Cancellation. Certificates of insurance, which provide that the ICN will be notified at least thirty (30) days prior to cancellation of the coverage required by this Agreement must be provided by the Vendor and any subcontractors to the ICN at the time of execution of the Agreement or at a time mutually agreeable to the parties.

8.6 No Limitation of Liability. The receipt of insured certificates by the ICN does not constitute approval of the coverage contained in the certificates, and the Vendor remains responsible for determining that its insurance coverage meets each and every requirement of this Agreement. Acceptance of the insurance certificates by the ICN shall not act to relieve the Vendor of any obligation under this Agreement. Only companies authorized to transact business in the State of Iowa shall issue the insurance policies and certificates required by this Section. It shall be the responsibility of the Vendor to keep the respective insurance policies and coverages current and in force during the life of this Agreement.

8.7 Warranty. The Vendor warrants that it has examined its insurance coverage to determine that the State of Iowa and the ICN can be named as additional insured without creating an adverse effect on the Vendor's coverage.

8.8 Waiver of Subrogation Rights. The Vendor shall obtain a waiver of any subrogation rights that any of its insurance carriers might have against State of Iowa and the ICN. The waiver of subrogation rights shall be indicated on the certificates of insurance coverage supplied to the ICN.

SECTION 9. CONFIDENTIAL INFORMATION.

9.1 During the course of this Agreement each party may disclose, to the other either directly or indirectly, certain data which is proprietary which shall be referred to as "Confidential Information" of the disclosing party and which must remain confidential. Confidential Information may include without limitation, among other things, such items as security information, user information, data, knowledge, trade secrets and other proprietary information, methodologies, developments, software, software documentation, inventions, processes, and other nonpublic information in oral, graphic, written, electronic or machine readable form.

9.2 The parties acknowledge that information and material in the hands of the ICN is generally public information unless it is specifically allowed by law to be maintained as Confidential Information.

9.3 The parties acknowledge that some information in the hands of the ICN is strictly confidential and is not subject to release as a matter of law. The Vendor shall abide by all such statutory provisions when handling sensitive ICN information identified as confidential.

9.4 All written or electronic Confidential Information shall be clearly marked as Confidential Information by the party providing the Confidential Information at the time of disclosure to the other party.

9.5 If the Confidential Information is disclosed orally, and reduced to writing, the receiving party must treat the information as Confidential Information.

9.6 The Vendor shall limit such identification to information it reasonably believes it is entitled to confidential treatment pursuant to Iowa Code Chapter 22 or other applicable law.

9.7 In the event a public records request is made to the ICN pursuant to Iowa Code Chapter 22, regarding the Confidential Information of the Vendor, the ICN shall immediately notify the Vendor of the request by telephone and fax. The ICN will respond to the request for information within 15 days thereafter with a release of the information unless the Vendor has obtained an injunction preventing release of the requested information.

9.8 The obligations of this Agreement do not apply to Confidential Information which:

9.8.1 Was rightfully in the possession of the receiving party from a source other than the disclosing party prior to the time of disclosure of the Confidential Information to receiving party.

9.8.2 Was known to the receiving party prior to the disclosure of the Confidential Information from the disclosing party;

9.8.3 Was disclosed to the receiving party without restriction by an independent third party having a legal right to disclose the Confidential Information;

9.8.4 Becomes public knowledge, other than through an act or failure to act of the disclosing party;

9.8.5 Is publicly available or in the public domain when provided;

9.8.6 Is independently developed by the disclosing party; or

9.8.7 Is disclosed pursuant to law, subpoena or the order of a court or government authority.

9.9 The parties shall have the following duties relating to the Confidential Information:

9.9.1 The Vendor shall designate one individual who shall remain the responsible authority in charge of all data collected, used or disseminated by the Vendor in connection with the performance of this Agreement. The Vendor shall accept responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the terms of this Agreement. The private and confidential data shall remain the property of the ICN at all times.

9.9.2 The Confidential Information of either party shall be held in strict confidence by the receiving party and shall not be disclosed or used by the receiving party without the prior written consent of the disclosing party, except as provided in this Agreement or as may be required by law pursuant to available confidentiality restrictions.

9.9.3 The parties shall use their best efforts to protect the Confidential Information in its possession.

9.9.4 The parties shall restrict disclosure of the Confidential Information solely to those of its employees, agents, consultants and attorneys with a need to know in order to accomplish the purpose of this Agreement.

9.9.5 The parties shall protect the Confidential Information from disclosure to or access by unauthorized persons.

9.9.6 The parties shall use the Confidential Information solely for the purpose of this Agreement and for no other purpose.

9.9.7 The parties shall not duplicate the Confidential Information in any form, except as may be necessary to accomplish the purpose of this Agreement.

9.9.8 The parties shall advise each of its employees, agents, consultants and attorneys who receive the Confidential Information of the obligations of confidentiality and restrictions on the use set forth herein.

9.9.9 The parties shall immediately return the Confidential Information and all copies thereof, to each other upon the earlier of the expiration of the need therefore or the termination of this Agreement in order to accomplish the purpose.

9.10 The provisions of this Agreement shall apply to all Confidential Information disclosed by the parties to each other over the course of this Agreement. The parties' obligations under this provision shall survive termination of this Agreement and shall be perpetual.

9.11 The Vendor shall indemnify the ICN for a violation of this Section. The Vendor shall notify the ICN prior to the destruction of these materials and shall provide the ICN with the opportunity for proper destruction of these materials.

9.12 No Confidential Information will be exported to any country in violation of the United States Export Administration Act and the regulations thereunder.

SECTION 10. VENDOR WARRANTIES.

10.1 Construction of Warranties Expressed in this Agreement with Warranties Implied by Law. All warranties made by the Vendor in all provisions of this Agreement and the Bid Proposal by the Vendor, whether or not this Agreement specifically denominates the Vendor's promise as a warranty or whether the warranty is created only by the Vendor's affirmation or promise, or is created by a description of the materials and services to be provided, or by provision of samples to the ICN, shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties which arise through course of dealing or usage of trade. The warranties expressed in this Agreement are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the goods and services provided by the Vendor.

10.2 The Vendor warrants that all the concepts, materials produced, the work product and the information, data, designs, processes, inventions, techniques, devices, and other such intellectual property furnished, used, or relied upon by the Vendor or the ICN will not infringe any copyright, patent, trademark, trade dress, or other intellectual property right of the Vendor or others. Any intellectual property provided to the ICN pursuant to the terms of this Agreement, shall be wholly original with the Vendor or the Vendor has secured all applicable interests, rights, licenses, permits, or other intellectual property rights in such concepts, materials and work.

10.3 The Vendor represents and warrants that the concepts, materials and the ICN's use of same and the exercise by the ICN of the rights granted by this Agreement shall not infringe upon any other work, other than material provided by the ICN to the Vendor to be used as a basis for such materials, or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts, materials and works will not infringe upon the copyright, trademark, trade name, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity.

10.4 The Vendor warrants that all of the services to be performed hereunder will be rendered using sound, professional practices and in a competent and professional manner by knowledgeable, trained and qualified personnel.

10.5 The Vendor warrants that the deliverables under this Agreement will operate in conformance with the terms and conditions of this Agreement.

10.6 The Vendor warrants that it has full authority to enter into this Agreement and that it has not granted and will not grant any right or interest to any person or entity which might derogate, encumber, or interfere with the rights granted to the ICN.

10.7 The Vendor warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Vendor pursuant to this Agreement are or will be fully satisfied by the Vendor so that the ICN will not have any obligations with respect thereto.

10.8 The Vendor warrants that it is the owner of or otherwise has the right to use and distribute the software, the materials owned by the Vendor and any other materials, and methodologies used in connection with providing the services contemplated by this Agreement.

10.9 The Vendor expressly warrants to the standards in the industry all aspects of the goods and services provided by it or used by the Vendor and the ICN in performance of this Agreement.

10.10 The Vendor unconditionally warrants that all equipment supplied and installed for the purpose of fulfilling its obligations under this Agreement are fit for the purpose intended, that it complies with industry standards and that the equipment is compatible with the State's equipment.

SECTION 11. INDEMNIFICATION BY VENDOR. The Vendor agrees to defend, indemnify and hold the ICN, and the State of Iowa, its employees, agents, board members, appointed officials and elected officials, harmless from any and all demands, debts liabilities, damages, loss, claims, suits or actions, settlements, judgments, costs and expenses, including the reasonable value of time expended by the Attorney General's Office, and the costs and expenses and attorney fees of other counsel required to defend the ICN or the State of Iowa related to or arising from:

11.1 Any violation or breach of this Agreement including without limitation any of the Vendor's representations or warranties; or

11.2 Any acts or omissions, including, without limitation, negligent acts or omissions or willful misconduct of Vendor, its officers, employees, agents, board members, contractors, subcontractors, or counsel employed by Vendor in the performance of this Agreement, or any other reason in connection with the goods and services provided under this Agreement; or

11.3 Claims for any violation of any intellectual property right including but not limited to infringement of patents, trademarks, trade dress, trade secrets, or copyrights arising from the any of the goods or service performed in accordance with this Agreement; or

11.4 The Vendor's performance or attempted performance of this Agreement; or

11.5 Any failure by the Vendor to comply with all local, State and Federal laws and regulations; or

11.6 Any failure by the Vendor to make all reports, payments and withholdings required by Federal and State law with respect to social security, employee income and other taxes, fees or costs required by the Vendor to conduct business in the State of Iowa.

11.7 The Vendor's duty to indemnify as set forth in this Section shall survive the expiration or termination of this Agreement and shall apply to all acts taken in the performance of this Agreement regardless of the date any potential claim is made or discovered by the ICN.

SECTION 12. TERMINATION.

12.1 Termination For Lack Of Authority or Funding. Notwithstanding anything in this Agreement to the contrary and subject to the limitations, conditions and procedures set forth below, the ICN shall have the right to terminate this Agreement without penalty and without any advance notice as a result of any of the following:

12.1.1 If the ICN's, or any responsible State agency's or department's authorization to conduct its business is withdrawn or there is a material alteration in the programs or any other program the ICN administers; or

12.1.2 If the ICN's duties are substantially modified.

12.1.3 Written Notice of Cancellation. The ICN shall provide Vendor with written notice of cancellation pursuant to this Section.

12.2 Termination for Cause. The ICN may terminate this Agreement upon written notice for the breach by Vendor of any material term if such breach is not cured by Vendor within the time period specified in the ICN's notice of breach or any subsequent notice or correspondence delivered by the ICN to Vendor. If a cure is feasible and an opportunity to cure is provided, the notice shall specify the exact date by which the condition must be cured. Following expiration of the opportunity to cure or notice from the ICN, the ICN may seek any legal or equitable remedy authorized by this Agreement or by law. Substantial breach events include but are not limited to the following:

12.2.1 Vendor fails to perform as required by this Agreement.

12.2.2 Vendor fails to make substantial and timely progress toward performance or fails to meet any of the material specifications and requirements stated in this Agreement, including without limitation the warranties provided in this Agreement, in the RFP or in the Vendor's Bid Proposal.

12.2.3 Vendor fails to conform to the specifications as required by the ITB and the Vendor's response to the ITB.

12.3 Termination Upon Notice. Following 30 days written notice, the ICN may terminate this Contract in whole or in part for convenience without the payment of any penalty or incurring any further obligation to the Vendor. Termination can be for any reason or no reason at all if it is in the best interests of the ICN. Following termination upon notice, the Vendor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and or services provided under the Contract to the State up to and including the date of termination.

12.4 Immediate Termination. The ICN may terminate this Agreement effective immediately without advance notice and without penalty for any of the following reasons:

12.4.1 Vendor furnished any statement, representation, warranty or certification in connection with this Agreement, which is materially false, deceptive, incorrect or incomplete.

12.4.2 Vendor fails to perform, to the ICN's satisfaction, any material requirement of this Agreement or is in violation of any material provision of this Agreement, including, without limitation, the express warranties made by the Vendor.

12.4.3 The ICN determines that satisfactory performance of this Agreement is substantially endangered or that a default is likely to occur.

12.4.4 Vendor becomes subject to any bankruptcy or insolvency proceeding under Federal or State law to the extent allowed by applicable Federal or State law including bankruptcy laws.

12.4.5 Vendor terminates or suspends its business.

12.4.6 The ICN reasonably believes that Vendor has become insolvent or unable to pay its obligations as they accrue consistent with applicable Federal or State law.

12.4.7 It is alleged that Vendor's processes or materials violate any valid patent, trademark, copyright, other intellectual property right or contract, and the ICN reasonably believes that the allegation may impair Vendor's performance of this Agreement.

12.4.8 Vendor has failed to comply with all applicable Federal, State, and local laws, rules, ordinances, regulations and orders when performing within the scope of this Agreement.

12.4.9 Vendor has engaged in conduct that has or may expose the ICN to liability, as determined in the ICN's sole discretion.

12.4.10 Vendor has a conflict of interest that interferes with fair competition or conflicts with an interest of the ICN as determined in the ICN's sole discretion.

12.5 In the event of termination of this Agreement for any reason by the ICN, the ICN shall pay only the amounts, if any, due and owing to Vendor for services actually rendered up to and including the date of termination of the Agreement and for which the ICN is obligated to pay pursuant to this Agreement. Payment will be made only upon submission of invoices and proper proof of Vendor's claim. This provision in no way limits the remedies available to the ICN in the event of a termination under this provision. However, the ICN shall not be liable for any of the following costs:

12.5.1 The payment of Unemployment Compensation to Vendor's employees;

12.5.2 The payment of Workers' Compensation claims which occur during the Agreement or extend beyond the date on which the Agreement terminates.

12.5.3 Any costs incurred by Vendor in its performance of the Agreement including but not limited to startup costs, overhead or other costs associated with the performance of the Agreement.

12.5.4 Any taxes that may be owed by Vendor for the performance of this Agreement including but not limited to sales taxes, excise taxes, use taxes, income taxes or property.

12.6 Vendor Obligations upon Termination. Upon expiration or termination of this Agreement, or upon request of the ICN, the Vendor shall:

12.6.1 Immediately cease using and return to the ICN any personal property or material, whether tangible or intangible, provided by the ICN to the Vendor and in its, or any subcontractor's, control or possession;

12.6.2 Upon request from the ICN, destroy any personal property or material, whether tangible or intangible at no additional cost to the ICN, and verify in writing that the designated property or material has been destroyed;

12.6.3 Comply with the ICN's instructions for the timely transfer of active files and work being performed by Vendor under this Agreement to the ICN or the ICN's designee;

12.6.4 Protect and preserve property in the possession of the Vendor in which the ICN has an interest;

12.6.5 Stop work under this Agreement on the date specified in any notice of termination provided by the ICN;

12.6.6 Cooperate in good faith with the ICN, its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement Vendor.

12.7 Care of Property. The Vendor shall be responsible for the proper custody and care of any the State owned tangible personal property furnished for the Vendor's use in connection with the performance of the Agreement, and the Vendor will reimburse the ICN for such property's loss or damage caused by the Vendor, normal wear and tear excepted.

12.8 Reduction of Resources. If, during the Term, the ICN experiences a change in the scope, nature or volume of its business, or if the ICN elects to change the manner or method by which it does (including, but not limited to, an election by Iowa Legislature to effect a sale or other disposition of material assets), which have or may have the effect of causing a decrease in the quantity or quality of the Services that will be needed by ICN, then ICN may request Vendor to reduce the level of Services and the annual Service charges to ICN under this Agreement. However any such reduction must not adversely impact upon Vendor's ability to reasonably perform its obligations under the Agreement.

SECTION 13. TRANSITION EVENTS. During the transition period (which is defined as one (1) year) prior to the actual termination date of the Contract and a reasonable amount of time after the termination date of the Agreement, the Vendor agrees to:

13.1 Cooperate with the ICN and an incoming Vendor, if any, to ensure a smooth transition of services;

13.2 Work with the ICN and an incoming Vendor, if any, to create and implement a transition plan;

13.3 Create or modify contractual performance standards to ensure that appropriate staff levels are maintained to manage daily responsibilities under the Agreement, including cooperation with transition activities; comply with the ICN's instructions for the timely transfer of any work being performed by the Vendor under the Agreement to the ICN or an incoming Vendor, if any; deliver to the ICN within the time frame specified by the ICN, the following:

13.4 Prior to conclusion or termination of this Agreement the ICN shall submit to Vendor a list of reports, data needed, and other information which will be necessary to effect a smooth transition from this Vendor, to another new Vendor in a new succeeding Agreement. Vendor shall provide the reports, data, and information requested by ICN within sixty (60) days of request.

13.5 During this transition period the ICN may extend the Agreement on a month-to-month basis, as provided for in Section 2.1 to ensure the ICN retains an operational system at all times.

SECTION 14. OWNERSHIP OF WORK. The ICN shall own all work performed by the Vendor's employees assigned to provide services under this Agreement and all such work shall be considered work made for hire.

14.1 Software License.

14.1.1 Software License. Subject to the terms and conditions of this Agreement, Vendor hereby grants to ICN and ICN accepts an irrevocable, perpetual, nonexclusive license to use, copy, distribute, display, reproduce, prepare derivative works based on, demonstrate and modify the Software ("ICN Use"). All Software subject to this Agreement may be used in the normal course of business by the ICN, including on any one or more of the ICN's or the State's computers, data center locations, networks, Internet or intranet sites, servers or other systems ("ICN Systems"). ICN Use hereunder shall include, but not be limited to, disclosure to and use by: (a) offices, agencies, establishments, authorities, councils, departments, commissions, boards, political subdivisions or other governmental units or entities of the State, and any employees, agents, officials or representatives thereof; (b) independent Vendors, consultants or other Third Parties provided that such disclosure or use is for purposes related to ICN Use, including for purposes of maintenance, modification or enhancement of the Software (ICN, all persons, units, and other entities referred to in (a)-(b) above and any and all Third Parties to whom ICN may distribute Software pursuant to this Agreement, shall individually and collectively be referred to as "Authorized Users"). ICN use hereunder shall also include the right to modify, copy, improve and enhance the Software for its own purposes and use, through the services of its own employees or of independent contractors or other Authorized Users, and to combine the Software with other software products.

14.1.2 In the event that an agreement between Vendor and any Third-Party owner of any Software item or component expires or is terminated, then the license granted hereunder shall nevertheless continue in effect perpetually unless terminated in accordance with the provisions of this Agreement.

14.1.3 Proprietary Rights. ICN acknowledges that Vendor's proprietary Software licensed under this Agreement may contain Confidential Information of Vendor. Any specific information contained in such Software that is claimed by Vendor to be Confidential Information must be clearly marked or identified as confidential by Vendor. Except as may be permitted or contemplated under this Agreement and except as may be required, authorized or permitted by applicable federal, state or international laws, rules or regulations (including but not limited to Iowa Code Chapter 22), ICN shall not knowingly and voluntarily disclose such Confidential Information to any Third Parties (except for Third Parties that constitute Authorized Users under this Agreement), without the prior written consent of Vendor, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, ICN may disclose such Confidential Information if it is required or compelled pursuant to legal, judicial, or administrative proceedings, subpoena, order, ruling or other legal or administrative processes, or as otherwise required or authorized by applicable laws, rules or regulations. In such events, ICN shall provide prompt notice to Vendor of the circumstances giving rise to ICN's disclosure.

14.1.4 Third-Party Software. All terms, conditions and requirements in any license agreements or support contracts for Third-Party Software shall be consistent with the terms, conditions and requirements of this Agreement. In the event of a conflict between the terms of any such license agreements and support contracts and this Agreement, this Agreement shall take precedence and supersede such license agreements and support contracts. ICN shall have the right to review, approve and require changes consistent with the terms and conditions in this Agreement in all license agreements and support contracts for Third-Party Software. Upon Acceptance and at ICN's request, Vendor shall assign to the ICN all license agreements and support contracts for Third Party Software. Vendor shall take all action necessary to ensure that ICN shall be entitled to receive and enjoy all warranties and other benefits related to Third Party Software, and Vendor shall assign to ICN all warranties and indemnities relating to Third Party Software.

SECTION 15. PROJECT MANAGEMENT AND REPORTING.

15.1 Project Manager. At the time of execution of the Agreement, each party shall designate, in writing, a Project Manager to serve until the expiration of this Agreement or the designation of a substitute Project Manager. During the term of this Agreement, each Project Manager shall be available as needed in either parties opinion to meet weekly by phone, unless otherwise mutually agreed, to review and plan and review problem resolutions with the services being provided under this Agreement.

15.2 Reports. At the next scheduled meeting after which any party has identified in writing a problem, the party responsible for resolving the problem shall provide a report setting forth activities undertaken, or to be undertaken, to resolve the problem, together with the anticipated completion dates of such activities. Any party may recommend alternative courses of action or changes that will facilitate problem resolution. For as long as a problem remains unresolved, written reports shall identify:

15.2.1 Any event not within the control of the Vendor or the ICN that accounts for the problem;

15.2.2 Modifications to the Agreement agreed to by the parties in order to remedy or solve the identified problem: and

15.2.3 Damages incurred as a result of any party's failure to perform its obligations under this Agreement; and

15.2.4 Any request or demand for services by one party that another party believes are not included within the terms of this Agreement.

15.3 Problem Reporting Omissions. The ICN's acceptance of a problem report shall not relieve the Vendor of any obligation under this Agreement or waive any other remedy under this Agreement or at law or equity that the ICN may have. The ICN's failure to identify the extent of a problem or the extent of damages incurred as a result of a problem shall not act as a waiver of performance under this Agreement. Where other provisions of this Agreement require notification of an event in writing, the written report shall be considered a valid notice under this Agreement provided the parties required to receive notice are notified.

15.4 Change Order Procedure. The ICN may at any time request a modification to the scope of service work described in the contract using a Change Order. The following procedures for a change order shall be followed:

15.4.1 Written Request. The ICN shall specify in writing the desired modifications to the same degree of specificity as in the original Scope of Services.

15.4.2 The Vendor's Response. The Vendor shall submit to the ICN a time and cost estimate for the requested Change Order within five (5) business days of receiving the Change Order Request.

15.4.3 Acceptance of the Vendor Estimate. If the ICN accepts the estimate presented by the Vendor within five (5) business days of receiving the Vendor's response, the Vendor shall perform the modified services subject to the time and cost estimates included in the Vendor response. The Vendor's performance and the modified services shall be governed by the terms and conditions of this Agreement.

15.4.4 Adjustment to Compensation. The parties acknowledge that a Change Order for this Agreement may or may not entitle the Vendor to an equitable adjustment in the Vendor's compensation or the performance deadlines under this Agreement.

SECTION 16. CONTRACT ADMINISTRATION.

16.1 Independent Contractor. The status of the Vendor shall be that of an independent contractor. The Vendor, its employees, agents and any subcontractors performing under this Agreement are not employees or agents of the State of Iowa or any agency, division or department of the State. Neither the Vendor nor its employees shall be considered employees of the ICN of Iowa for Federal or State tax purposes. The ICN will not withhold taxes on behalf of the Vendor (unless required by law).

16.2 Compliance with the Law and Regulations.

16.2.1 Compliance with the Law and Regulations. Vendor shall comply with all applicable Federal, State, and local laws, rules, ordinances, regulations and orders when performing within the scope of this Agreement, including without limitation all laws applicable to the prevention of discrimination in employment, the administrative rules of the Iowa Department of Management or the Iowa Civil Rights Commission which pertain to equal employment opportunity and affirmative action, laws relating to prevailing wages, occupational safety and health standards, prevention of discrimination in employment, payment of taxes, gift laws, lobbying laws and laws relating the use of targeted small businesses as subcontractors or suppliers.

16.2.2 The Vendor declares that it has complied with all Federal, State and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Agreement, including without limitation, laws governing State of Iowa procurement and contracting.

16.2.3 The Vendor shall give notice to any labor union with which it has a bargaining or other agreement of its commitment under this section of the Agreement. The Vendor shall make the provisions of this Section a part of its contracts with any subcontractors providing goods or services related to the fulfillment of this Agreement.

16.2.4 The Vendor shall comply with all of the reporting and compliance standards of the Department of Management regarding equal employment.

16.2.5 The Vendor may be required to submit its affirmative action plan to the Department of Management to comply with the requirements of 541 IAC Chapter 4.

16.2.6 The ICN may consider the failure of the Vendor to comply with any law or regulation as a material breach of this Agreement. In addition, the Vendor may be declared ineligible for future State contracts or be subjected to other sanctions for failure to comply with this Section.

16.3 Amendments. This Agreement may be amended in writing from time to time by mutual consent of the parties. All amendments to this Agreement must be fully executed by the parties.

16.4 Third Party Beneficiaries. There are no third party beneficiaries to this Agreement. This Agreement is intended only to benefit the State and the Vendor.

16.5 Choice of Law and Forum.

16.5.1 The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Agreement without regard to the choice of law provisions of Iowa law.

16.5.2 In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Agreement, the exclusive jurisdiction for the proceeding shall be brought in Polk County District Court for the State of Iowa, Des Moines, Iowa, or in the United States District Court for the Southern District of Iowa, Central Division, Des Moines, Iowa wherever jurisdiction is appropriate.

16.5.3 This provision shall not be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to the ICN or the State of Iowa.

16.6 Integration. This Agreement, including all the documents incorporated by reference, represents the entire Agreement between the parties and neither party is relying on any representation that may have been made which is not included in this Agreement. The parties agree that if a Schedule, Addendum, Rider or Exhibit or other document is attached hereto by the parties, and referred to herein, then the same shall be deemed incorporated herein by reference.

16.7 Not a Joint Venture. Nothing in this Agreement shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent/principal relationship) between the parties hereto. No party, unless otherwise specifically provided for herein, has the authority to enter into any agreement or create an obligation or liability on behalf of, in the name of, or binding upon another party to this Agreement.

16.8 Consent to Service. The Vendor irrevocably consents to service of process by certified or registered mail addressed to the Vendor's designated agent. The Vendor appoints _____ at _____ as its agent to receive service of process. If for any reason the Vendor's agent for service is unable to act as such or the address of the agent changes, the Vendor shall immediately appoint a new agent and provide the ICN with written notice of the change in agent or address. Any change in the appointment of the agent or address will be effective only upon actual receipt by the ICN. Nothing in this provision will alter the right of the ICN to serve process in another manner permitted by law.

16.9 Supersedes Former Agreements. This Agreement supersedes all prior Agreements between the ICN and the Vendor for the services provided in connection with this Agreement.

16.10 Waiver. Any breach or default by either party shall not be waived or released other than by a writing signed by the other party. Failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Agreement shall not be construed as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto.

16.11 Notices.

16.11.1 Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by electronic mail or facsimiles, by Federal Express, courier or other similar and reliable carrier which shall be addressed to each party as set forth as follows:

If to the ICN: ICN Contracting Officer
Grimes State Office Building
400 East 14th Street
Des Moines, IA 50319

If to the Vendor: [Vendor may provide one (1) contact]

16.11.2 Each such notice shall be deemed to have been provided:

16.11.2.1 At the time it is actually received; or,

16.11.2.2 Within one day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day of delivery; or,

16.11.2.3 Within five days after deposited the U.S. Mail in the case of registered U.S. Mail; or,

16.11.2.4 When verified by automatic receipt or electric logs if sent by facsimile or email.

16.11.3 Copies of such notice to each party shall be provided separately.

16.11.4 From time to time, the parties may change the name and address of a party designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

16.12 Cumulative Rights. The various rights, powers, options, elections and remedies of either party, provided in this Agreement, shall be construed as cumulative and no one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law. Nothing in this Agreement shall be construed as affecting, impairing or limiting the equitable or legal remedies to which either party may be entitled as a result of any breach of this Agreement.

16.13 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the invalid portion shall be severed from this Agreement. Such a determination shall not affect the validity or enforceability of any other part or provision of this Agreement.

16.14 Express Warranties. The Vendor expressly warrants all aspects of the items and services provided by it or used by the Vendor and the ICN in performance of this Agreement.

16.15 Warranty Regarding Solicitation. The Vendor warrants that no person or selling agency has been employed or retained to solicit and secure this Agreement upon an agreement or understanding for commission, percentage, brokerage or contingency except bona fide employees or selling agents maintained for the purpose of securing business.

16.16 Obligations of Joint Entities. If the Vendor is a joint entity consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the Agreement activities.

16.17 Obligations Beyond Agreement Term. This Agreement shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to this Agreement. All obligations of the Vendor incurred or existing under this Agreement as of the date of expiration, termination or cancellation will survive the expiration, termination or cancellation of this Agreement.

16.18 Time is of the Essence. Time is of the essence with respect to the successful performance of the terms of this Agreement. The Vendor shall ensure that all personnel providing services to the ICN are responsive to the ICN's requirements in all respects.

16.19 Authorization. Each party to this Agreement represents and warrants to the other that it has the right, power and authority to enter into and perform its obligations under this Agreement and that it has taken all requisite action (corporate, statutory, or otherwise) to approve execution, delivery and performance of this Agreement. This Agreement constitutes a legal, valid and binding obligation upon the parties in accordance with its terms.

16.20 Successors in Interest. All the terms, provisions, and conditions of the Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, and legal representatives.

16.21 Counterparts and Facsimile Signatures. The parties agree that this Agreement has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument. The parties further agree that the signatures on this Agreement or any amendment or schedule may be manual or a facsimile signature of the person authorized to sign the appropriate document. All authorized facsimile signatures shall have the same force and effect as if manually signed.

16.22 Additional Provisions. The parties agree that if a Schedule, Addendum, Rider or Exhibit is attached hereto by the parties, and referred to herein, then the same shall be deemed incorporated herein by reference.

16.23 Use of Third Parties/Prime Vendor Responsibilities. The ICN acknowledges that the Vendor may Agreement with third parties for the performance of any of the Vendor's obligations under this Agreement. All subcontracts shall be subject to advance written approval by the ICN. The Vendor may enter into these contracts to complete the project provided that the Vendor remains responsible for all services performed under this Agreement. All restrictions, obligations and responsibilities of the Vendor under this Agreement shall also apply to subcontractors. The ICN shall consider the Vendor to be the sole point of contact with regard to all matters related to this Agreement and is not required to initiate or maintain contact with any subcontractor. ICN may choose to deny use of any specific third party contractor at ICN's sole discretion, in which case the Vendor must obtain a different third party contractor.

16.24 DATE PROCESSING WARRANTY.

16.24.1 The Vendor warrants that each item of hardware, software, firmware, or a custom designed and developed software program or a system which is developed or delivered under, or used by Vendor in connection with its performance of this Agreement, shall accurately process data, including, but not limited to, calculating, comparing and sequencing, from, into, between and among the nineteenth, twentieth and twenty-first centuries, including leap year calculations, when used in accordance with the item(s) documentation provided by the Vendor.

16.24.2 If the items to be developed and delivered under this Agreement are to perform as a system with other hardware and/or software, then the warranty shall apply to the items developed and delivered as the items process, transfer, sequence data, or otherwise interact with other components or parts of the system. This warranty shall survive the term of this Agreement. The remedies available to the ICN for a breach of warranty includes, but is not limited to, repair or replacement of non-compliant items or systems.

16.24.3 Nothing in this warranty shall be construed to limit any rights or remedies of the ICN under this Agreement with respect to defects in the items other than the Date Processing Warranty.

16.25 Force Majeure. Neither Vendor nor the ICN shall be liable to the other for any delay or failure of performance of this Agreement; and no delay or failure of performance shall constitute a default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by a "force majeure".

16.25.1 As used in this Agreement, "force majeure" includes acts of God, war, civil disturbance and any other similar causes which are beyond the control and anticipation of the party effected and which, by the exercise of reasonable diligence, the party was unable to anticipate or prevent. Failure to perform by a subcontractor or an agent of the Vendor shall not be considered a "force majeure" unless the subcontractor or supplier is prevented from timely performance by a "force majeure" as defined in this Agreement. "Force majeure" does not include: financial difficulties of the Vendor or any parent, subsidiary, affiliated or associated company of Vendor; claims or court orders which restrict Vendor's ability to deliver the goods or services contemplated by this Agreement; or Year 2000 issues or Y2K-related difficulties or problem.

16.25.2 If a "force majeure" delays or prevents Vendor's performance, the Vendor shall immediately commence to use its best efforts to directly provide alternate, and to the extent possible, comparable performance. Comparability of performance and the possibility of comparable performance shall be reasonably determined solely by the ICN.

16.25.3 During any such period, the Vendor shall continue to be responsible for all costs and expenses related to alternative performance.

16.25.4 This Section shall not be construed as relieving the Vendor of its responsibility for any obligation which is being performed by a subcontractor or supplier of services unless the subcontractor or supplier is prevented from timely performance by a "force majeure" as described here.

16.26 Records Retention and Access. The Vendor shall permit the Auditor of the State of Iowa or any authorized representative of the State or any authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent validation records, financial records, accounting records, books, documents, papers, electronic or optically stored and created records or other records of the Vendor relating to or created as a result of the performance of this Agreement. These records shall be made available to the State, its designees, the Auditor, or an authorized representative of the United States government at reasonable times and at no cost to the State during the term of this Agreement and for a period of at least (5) years following the termination, cancellation or expiration of this Agreement.

16.27 Taxes. ICN declares and Vendor acknowledges that the Vendor and its subcontractors may be subject to certain taxes including but not limited to sales tax, motor vehicle fuel tax, personal or corporate income tax or other taxes or assessments, and to licensing fees or other miscellaneous fees or charges which may be imposed by Federal, State or local law or ordinance. The Vendor and its subcontractors shall be solely responsible for the payment of such taxes. The Vendor shall promptly pay all such taxes, fees or charges when due. ICN is a tax-exempt entity and the Vendor shall not attempt to pass on any costs, including surcharges and fees, to the ICN that are attributable to federal, state, or local taxes, including sales tax, motor fuel tax, property tax, or personal or corporate income tax. Universal service fund payments are covered by Section 15.28.

16.28 Universal Service Fund Charges. The parties agree that the ICN has been recognized by the FCC as a telecommunications carrier and a re-seller of the Services to be provided by Vendor under this Agreement. The ICN incorporates the Services into services offered to its own customers. The ICN contributes directly to the federal Universal Service Fund, as required, based upon revenue from its end-user customers. Based on the foregoing representations, the ICN will not be required to pay the Federal Universal Service Fee ("FUSF") of the Vendor or its successor(s).

16.29 Further Assurances and Corrective Instruments. The Vendor agrees that it will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Agreement.

16.30 Assignment and Delegation. This Agreement may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the other party. For purposes of construing this clause, a transfer of a controlling interest in Vendor shall be considered an assignment. If either party, in its sole discretion, determines that the other party's assignment of this Agreement to another person or entity is not in the determining party's best interests, the determining party may elect to terminate this Agreement with the other party without penalty upon thirty (30) days written notice to the Vendor.

16.31 Headings or Captions. The paragraph headings or captions are for identification purposes only and do not limit or construe the contents of the paragraphs.

16.32 The ICN reserves the right to conduct criminal history and other background investigations of the Vendor, its officers, directors, shareholders, or partners and personnel retained by the Vendor for the performance of the Contract.

16.33 No Minimums Guaranteed. The ICN does not guarantee any minimum usage of the Vendor's services or make any volume commitment under this Agreement.

SECTION 17. BUSINESS DOWNTURN. In the event of a business downturn or budget difficulties beyond the control of the ICN, including budget difficulties of other authorized users of the ICN or significant restructuring or reorganization, any of which significantly reduces the volume of Services required by the ICN, with the result that ICN will be unable to meet its revenue or volume commitments under this Agreement, Vendor and the ICN will cooperate in efforts to develop a mutually agreeable alternative.

SECTION 18. REDUCTION OF RESOURCES.

18.1 If, during the Term, the ICN experiences a change in the scope, nature or volume of its business, or if the ICN elects to change the manner or method by which it does (including, but not limited to, an election by Iowa Legislature to effect a sale or other disposition of material assets), which have or may have the effect of causing a decrease in the quantity or quality of the Services that will be needed by ICN, then ICN may request Vendor to reduce the level of Services and the annual Service charges to ICN under this Agreement. However any such reduction must not adversely impact upon Vendor's ability to reasonably perform its obligations under the Agreement.

18.2 In such event, Vendor shall estimate, in writing and in good faith, the aggregate decreased charges to Vendor from ICN's ceasing to perform such Services and shall provide such written estimate to ICN, no later than 30 days from Vendor's receipt of ICN's notice. ICN, upon receipt of such estimate, may then elect by written notice given to Vendor within 15 days following receipt of Vendor's written estimate to:

18.2.1 Withdraw its request for a cessation of part of the Services;

18.2.2 Implement such partial cessation of Services based upon the estimate of Vendor; or

18.2.3 Request that Vendor negotiate with ICN regarding the aggregate reduction in the Annual Service Charges due to Vendor from ICN hereunder as a result of the partial cessation of Services. If ICN shall elect to request Vendor to negotiate, the parties shall promptly negotiate in good faith regarding the amount.

SECTION 19. EXECUTION.

19.1 IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Agreement and have caused their duly authorized representatives to execute this Agreement.

Iowa Department of Corrections

By: _____

Date: _____

Name: _____

Title: _____

VENDOR:

By: _____

Date: _____

Name: _____

Title: _____

Approved as to form:

**Iowa Telecommunications and Technology Commission
operating the Iowa Communications Network**

By: _____

Date: _____

Name: _____

Title: _____

RFP 19-000
ATTACHMENT 2
AUTHORIZATION TO RELEASE INFORMATION

**THIS FORM MUST BE SIGNED AND RETURNED WITH THE PROPOSAL OR THE PROPOSAL WILL NOT
BE EVALUATED**

VENDOR AUTHORIZATION TO RELEASE INFORMATION

_____ (*Bidder Shall Fill in Corporate Name of Vendor*) hereby authorizes any person or entity, public or private, having any information concerning the Vendor's background, including but not limited to its performance history regarding its prior rendering of services similar to those detailed in this RFP, to release such information to the State.

The Vendor acknowledges that it may not agree with the information and opinions given by such person or entity in response to a reference request. The Vendor acknowledges that the information and opinions given by such person or entity may hurt its chances to receive contract awards from the State or may otherwise hurt its reputation or operations. The Vendor is willing to take that risk. The Vendor agrees to release all persons, entities, and the State of Iowa from any liability whatsoever that may be incurred in releasing this information or using this information.

Printed Name of Vendor Organization

Signature of Authorized Representative

Date

ATTACHMENT 3
BID PROPOSAL COMPLIANCE FORM
Page 1 of 2
RFP 19-000

Vendor affirms that the information contained in the bid proposal is true and accurately portrays all aspects of the goods or services or both contemplated by this RFP. The Vendor is aware that any substantive misinformation or misrepresentation may disqualify the bid proposal from further consideration. Vendor hereby certifies total compliance with all other terms, conditions and specifications of this RFP except as expressly stated below:

Chapter 1, Administrative Issues.

Chapter 2, Contractual Terms (includes Attachment 1).

Chapter 3, Purpose and System Background Information.

Chapter 4, Technical Specifications / Service Requirements.

Chapter 5, Evaluation Criteria.

I certify that I have the authority to bind the Vendor indicated below to the specific terms and conditions imposed in this RFP and offered in this bid proposal, and that by my signature on this document I specifically agree to all of the waivers, restrictions and requirements of this RFP as conditions precedent to submitting this proposal. I further state that in making this bid proposal that the Vendor has not consulted with others for the purpose of restricting competition or violating State or Federal anti-trust laws and has not knowingly made any false statements in this proposal.

Authorized Signature: _____

Printed Name: _____

Title: _____

Telephone: _____

Fax Number: _____

E-Mail: _____

Business Name: _____

Address: _____

Federal ID Number: _____

BID PROPOSAL COMPLIANCE FORM

Page 2 of 2

RFP 19-000

Vendor providing bid proposal must complete each section of this Attachment and submit as part of its bid proposal.

Vendor Name (including all d/b/a or assumed names or other operating names of the Vendor: _____

Address: _____

Phone: _____

Fax: _____

Form of business entity, i.e., corporation, partnership, proprietorship, limited liability company: _____

Number of employees: _____

Local office address that relates to the Vendor's performance under the terms of this RFP (if different from above): _____

Phone / Fax: _____

Fax: _____

Vendor accounting firm: _____

State of incorporation (if a corporation). State of formation (if a limited liability company or a limited partnership): _____

The successful Vendor will be required to register to do business in Iowa. If already registered, provide the date of the Vendor's registration to do business in Iowa. _____

Person to Contact Regarding This Bid Proposal: _____

Address: _____

Phone / Fax: _____

E-Mail: _____

Person to Contact Regarding Service Scheduling and Other Arrangements: _____

Address: _____

Phone / Fax: _____

E-Mail: _____

ATTACHMENT 4
VENDOR BID PROPOSAL & PRICING
RFP 19-000

Based upon RFP Section 4.29 in the space below or attached and labeled Attachment 4, Vendor shall provide a clear description of all facets of the cost components and variables, commissions or profit sharing proposed within the RFP. Where prices are offered for segments of services, explain in detail all the factors, variables, and other price components, so that evaluators may be able to clearly ascertain the total cost for services being offered and or charges being incurred by DOC, the incarcerated individual and or family/friends outside the DOC facilities and at various volumes of service activity. It is Vendor's responsibility to provide sufficient detail so that prices, cost components, and total cost can be evaluated. The ICN/DOC will not consider any costs the Vendor failed to include in its System proposal.

ATTACHMENT 5

Brian Clayton, Issuing Officer
Iowa Communications Network
400 East 14th Street
Grimes State Office Building
Des Moines, Iowa 50319

Re: Request for Proposal Number 19-000
CERTIFICATION REGARDING REGISTRATION, COLLECTION, AND REMISSION OF STATE
SALES AND USE TAX

Dear Mr. Clayton

Pursuant to Iowa Code sections 423.2(10) and 423.5(4) (2016) a retailer in Iowa or a retailer maintaining a business in Iowa that enters into a contract with a state agency must register, collect, and remit Iowa sales tax and Iowa use tax levied under Iowa Code chapter 423 on all sales of tangible personal property and enumerated services. These provisions also require vendors to certify their compliance with sales tax registration, collection, and remission requirements and provides potential consequences if the certification is false or fraudulent.

By submitting a proposal in response to Iowa Communications Network Request for Proposal Number 19-000 for Incarcerated Individual Communications System (RFP), the undersigned certifies the following: (check the applicable box)

- ☐ **[name of Vendor]** is registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by Iowa Code chapter 423; or
- ☐ **[name of Vendor]** is not a "retailer" or a "retailer maintaining a place of business in this state" as those terms are defined in Iowa Code subsections 423.1(47) and (48)(2016).

[name of Vendor] also acknowledges that the Iowa Communication Network may declare the **[name of Vendor]**'s bid or resulting contract void if the above certification is false. The **[name of vendor]** also understands that fraudulent certification may result in the Iowa Communication Network or its representative filing for damages for breach of contract.

Sincerely,

Name

Title

Date

ATTACHMENT 6

ICN Maintenance and Support Contacts and On Call Procedures

1. Points of Contact. The Parties agree to provide points of contact for purposes of efficient management of this Agreement, in accordance with the following.

1.1 The ICN's primary point of contact for Vendor is the ICN Network Operations Center (NOC): Phone 1-800-572-3940 or 515-725-4400.

1.2. Vendor's Primary & Escalation Contact: **Name/ Phone/Email:**

1.2.1 Vendor's Site Contact: **Name/ Phone/Email:**

1.3 The Parties shall provide notice of any change in the respective point(s) of contact within 15 working days by notification via written media.

1.4 Requests for service and information sent by Vendor employees who are not specified point(s) of contact and/or received by ICN employees who are not specified point(s) of contact in Section 1.2 will be verified by the proper contacts of both parties before action is taken.

2. Trouble Reporting and Resolution. The ICN shall provide for the following trouble reporting and resolution procedures:

2.1 The ICN network is monitored 24 hours per day, 7 days per week, utilizing a centralized control center for real-time status and alarm conditions. The ICN network operations and maintenance are applicable to all services delivered by the ICN. The ICN NOC is the point of contact for trouble reporting. Call locally 515-725-4400 or toll free 1-800-572-3940. Phones are answered 24 hours per day. Following are service standards relative to operations and management of the network.

2.1.1 Network Surveillance. The ICN shall observe, monitor, analyze and report on all operations of the ICN Network. The ICN will identify network failures, troubles or degradation of service on the ICN fiber. The ICN will monitor the fiber path, but not Vendor traffic. The ICN will notify the Vendor point(s) of contact of ICN network failures, troubles or degradation of service. Locate and dispatch technicians when the ICN network experiences failures, troubles, or equipment degradation. Troubles and adverse network conditions are reported to the ICN Maintenance Supervisor for escalation or assistance in trouble shooting the problem that has been identified.

2.1.1.1 Trouble Ticketing and Escalation Follow-up. Trouble tickets are opened within 10 minutes of any trouble reported by Vendor, staff, or vendors. Troubles generated by network surveillance are opened within 20 minutes on major alarms or daily thresholds.

2.1.1.2 All network outages (i.e., fiber cuts) and platform outages (i.e., video platform, internet and firewall) will follow current ICN Standard Procedures for escalation and resolution.

2.2 Scheduled Maintenance Activities. Unless expressly stated elsewhere in this Agreement, all Parties whose internet traffic may be impaired or affected during the scheduled maintenance will be notified 4 business days before a routine Change (scheduled maintenance window) will take place. In the event that an "Emergency Change" is required, the ICN will give Vendor as much advanced notice as possible. An emergency Change is defined as repair work that is required to restore service that is not performing to engineered standards. If the scheduled maintenance day or time needs to be altered for Vendor, every effort will be made to accommodate the request. The ICN will provide notification of scheduled maintenance activities to Vendor points of contact as Changes are scheduled. Vendor must provide the ICN with valid contact names and telephone numbers for daytime and after-hours contact. Vendor must also submit their point of contact information for the ICN to add to the ICN Contacts Database. Routine Changes are scheduled to be worked between the hours of midnight and 6:00 AM and is not restricted to any one day of the week or weekend. The ICN will make every effort to assure that the least amount of disruption of service to our customers as the result of maintenance work being performed. The ICN also reserves the right to perform network maintenance as required for the common good of all users of the ICN network. Any maintenance activity that affects only one ICN customer will be scheduled and approved by the affected customer. All other maintenance work

will be performed by the ICN within its own discretion, within the timeframes stated within this section and within the notification guidelines also stated in this section, including the guidelines related to emergency maintenance.

2.3 Cable Locates. When any contractor or citizen of Iowa begins any type of excavating, they are required to inform the Iowa One Call Center (IOC). IOC will determine the location and call all utilities that may be affected. Based on the IOC notification, the ICN will dispatch from the locate desk maintenance personnel to the affected site. Such maintenance personnel will verbally clear the situation, physically mark the location, and/or stand by the construction site during digging. Measures to be used are determined by the proximity of the proposed digging to ICN cable. This service relates to ICN owned fiber only and is not provided for customer owned or leased fiber/circuits.

2.4 Notification of Service Impairments. If service disruptions or degradation of service of any type is detected through network surveillance, the ICN NOC will notify Vendor point of contact or Vendor Help Desk via phone or via written media, including electronic mail, on the disruption as soon as identified and affected customers are determined. The ICN NOC will give updates on reported or detected service disruptions or degradation as follows:

2.4.1 Customer updates will be given as requested for Network Outages (including fiber cuts) and Platform Outages (i.e. Internet) during the standard business hours of 8:00 AM until 5:00 PM Monday thru Friday. The customer can request continued updates for after hours if a contact name and telephone number is provided.

2.4.2 Vendor is required to notify the ICN NOC at 515-725-4400 or 800-572-3940, of any planned outages that will impact the ICN and its ability to provide service to VENDOR or other authorized users. This notification must be provided at least 5 business days before the work is to be done unless it is an emergency.

2.4.3 24x7 access to Vendor buildings, building demarcation points, communication closets, equipment rooms, and other locations where ICN delivers either ICN or LEC services is required to be provided by Vendor to ICN technicians to insure service guarantees and response times to repair. Access may be arranged via the Vendor contacts listed within this Contract. Advance notice will be required for escorted access. If 24 x 7 access is not available to ICN technicians, ICN service guarantees and response times to repair will not be honored. Escorted Access will be provided to the ICN on a 24 x 7 basis. If ICN access to Vendor facilities is necessary due to a Vendor request or requirement, the ICN shall not be charged an escort fee.

2.5 Due to the urgent nature, trouble calls shall be made to the ICN NOC via telephone:

2.5.1 Local (within Des Moines calling region) at 515-725-4400.

2.5.2 Outside Des Moines calling region at 1-800-572-3940.

2.6 Customer Requested Escalations:

2.6.1 Other ICN inquiries, including but not limited to billing, account history, status of service installation, and existing services in production, are to be addressed to ICN Customer Service and Support (CSS) Phone 1-877-426-4692.

2.6.2 The ICN shall provide for trouble and inquiry resolution as follows: The ICN shall respond within 1 business day of an Vendor escalation request with updates, plans and/or resolutions followed by written or electronic confirmation of the updates, plans and/or resolutions within 3 business days.

2.6.3 Other inquiries, as noted in 2.7.1 above, within 3 business days after receipt of the inquiry by the ICN, the ICN and Vendor shall mutually agree to a upon the path to the inquiry resolution.

2.7 Vendor and the ICN will conduct periodic review of problems and develop procedures for outage and problem discussion and service improvement efforts. Examples include but are not limited to: chronic and recurring problems and major outages.