

REQUEST FOR PROPOSALS FOR

Inmate and Youth Telephone/Tablet/Trust Account and Video Visitation System

**For the Department of Justice and Public Safety
Community and Correctional Services**

For the Government of Prince Edward Island, as represented by
the Minister of Justice and Public Safety

Request for Proposal Number:	5936
Date Issued:	August 1, 2022
Submission Deadline:	September 15, 2022

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PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Proponents

1.1.1 Project overview

This Request for Proposals (the “RFP”) is an invitation by the Province Prince Edward Island (the Province) to prospective Proponents to submit proposals for the provision of **Inmate Communication and Youth Telephone, Tablet, Trust Account and Video Visitation System**, as further described in the **RFP Particulars (Appendix D)** (the “Deliverables”).

Community and Correctional Services (CCS) Division of the Department of Justice and Public Safety is seeking the services of a qualified service provider (vendor) for the provision, management, installation and maintenance of inmate communication and tablet system for the correctional facilities and Youth Centre of PEI Community and Correctional Services Division.

1.1.2 Project Background

Telephone/Tablet services are currently provided in all Correctional Centres, with the service provider responsible for the hardware, software, and the network to operate the telephone system. There is no cost to the Province for the provision or operation of the Inmate telephone system, with the service provider remuneration based on the per-use fees charged to Inmates.

Youth at the Youth Centre do not pay for telephone services. The current service provider pays these fees. Youth at the Youth Centre do not use the Tablet system.

As a part of the existing contract, Video Visitation was included through the Tablets. This service is currently not operational. However, it is a service that Community and Correctional Services would desire.

1.1.2.1 Project Objectives

1.1.2.2 Telephone System

- a) To ensure all offenders have timely, cost-effective and reliable communication with their families and support people in the community (which would include legal and professional supports);
- b) To ensure victims are protected from unwanted contact with offenders;
- c) To reduce the potential for fraudulent calls with unauthorized contacts;
- d) To ensure the Offender telephone services incorporate called-party collect and debit calling functionality, complete with call-control, recording and investigative features;
- e) Deposit Kiosks and web-based transactions-transfers, visa, etc....) will allow persons to deposit funds to offender telephone and offender trust accounts;
- f) Video visitation services to facilitate video visits within each centre and point to point conferencing capabilities;
- g) Provides easy and reliable, state of the art voice recording, archival and retrieval capabilities;
- h) To ensure digital call logging and reporting achieves are kept;
- i) To ensure a Web-based application that can be accessed by authorized persons, from any computer connected to the internet and can be used on the Provincial Government network without any additional add-ons;

- j) The offender telephone and video visitation usage are appropriately restricted, controlled and provided at a reasonable cost;
- k) Recording and monitoring systems are in place that provides for reliable investigation of Inmate calls;
- l) Staff time required to administer the system is kept to a minimum;
- m) Ensure there is the possibility to control offender's trust fund;
- n) Commission revenue to the Offender Trust Fund is maximized;
- o) Training on the use of the telephone, video visitation and kiosk systems that are relevant and authorized for their roles are provided to CCS administration and operational staff.

1.1.2.3 Tablet System

- (a) Enhance Inmate and Youth access to information (including legal resources), entertainment, programming, family and friends while maintaining high security to maintain restrictions and avoid fraudulent or inappropriate use.
- (b) Enhance the Request Forms process to provide self-serve options for Inmates and Youth and increase response time and accountability for the Department.
- (c) Rehabilitative Programming: deliver Inmate programming, thus enhancing programming opportunities and promoting programming resources.
- (d) Reduce the incoming and outgoing mail (and contraband introduced to Correctional Centres via mail).
- (e) Provide the capability for Inmate and Youth visitation with family and friends if the Province needs to enable this functionality in the future.

1.1.3 Project Structure/Business Model

Implementation of the Solution will take place at Correctional Centres. The implementation process, including site access protocols, will be developed with each Correctional Centre and overseen by the Correctional Centre and a Provincial project coordinator. (See Appendix D for additional details/locations)

1.2 RFP Contacts

For the purposes of this procurement process, the "RFP Contacts" shall be:

Shawn Arbing
Manager Security and Intelligence
Department of Justice and Public Safety
smarbing@gov.pe.ca

Melanie Barlow
Procurement Officer
Department of Finance
mbarlow@gov.pe.ca

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of the Province, other than the RFP Contacts or their designate, concerning this RFP. Failure to adhere to this rule may result in the disqualification of the Proponent and the rejection of the Proponent’s proposal.

1.3 Type of Contract for Deliverables

The selected Proponent will be required to enter into an agreement with the Province for the provision of the Deliverables in the form attached as **Appendix A** to the RFP (the “Agreement”). The initial term of the agreement will be for a period of four years. The Province reserves the right to extend the agreement with the successful vendor for an additional two (2) terms up to one (1) year respectively, on the same rate and conditions, but is under no obligations to do so.

1.4 RFP and Project Schedule

RFP release	August 01, 2022
Deadline for questions	August 26, 2022
Deadline for issuing addenda	August 29, 2022
Submission deadline	September 15, 2022 @ 2:00 PM Atlantic Time (Local PEI Time)
Anticipated execution of an agreement	October 15, 2022
Work plan, proposed schedule of work	October 15, 2022
Training session with CCS staff completed	October 30, 2022
The complete system installed and operational	October 30, 2022

The RFP timetable is tentative only and may be changed by the Province at any time.

1.5 Submission of Proposals

1.5.1 Proposals to be submitted at the Prescribed Location

Proposals must be submitted at:

PROCUREMENT SERVICES E-MAIL ADDRESS ONLY

procurementservices@gov.pe.ca

1.5.2 Proposals to be submitted on Time

Proposals must be submitted at the location set out above on or before the Submission Deadline as indicated in section 1.4. The Proponent is solely responsible for the submission of its proposal to the exact e-mail location indicated in this RFP on or before the Submission Deadline. The Province does not accept any responsibility for proposals e-mailed to any other e-mail location by the Proponent or its delivery

agents. Proposals submitted after the Submission Deadline will be rejected. The Province's time clock at procurementservices@gov.pe.ca will be deemed to be correct.

1.5.3 Proposals to be submitted in Prescribed Format

Proponents should submit their proposal containing one (1) electronic copy saved as a Portable Document Format (PDF) to procurementservices@gov.pe.ca. The file name on the electronic copy should include an abbreviated form of the Proponent's name and RFP#. Unless specifically requested in this solicitation document, Proponents should not submit product catalogues or other marketing materials with their bid.

The Province will not accept proposals submitted by **facsimile transfer, courier, mail, hand delivery or any other electronic means.**

1.5.4 Amendment of Proposals Prior to Submission Deadline

Proponents may amend their proposals prior to the Submission Deadline by submitting the amendment by e-mail to procurementservices@gov.pe.ca prominently marked in the subject line the word "Amendment" with the RFP title and number and the full legal name of the Proponent. Any amendment must clearly indicate which part of the proposal the amendment is intended to amend or replace. Any amendments received after the Submission Deadline will not be accepted. Amendment must be signed by the person who signed the original proposal submission or by a person authorized to sign on his or her behalf.

1.5.5 Withdrawal of Proposals

Proponents may withdraw their proposals prior to the Submission Deadline. To withdraw a proposal, a notice of withdrawal must be received by the RFP Contact by e-mail prior to the Submission Deadline and must be signed by an authorized representative of the Proponent. The Province is under no obligation to return withdrawn proposals.

1.5.6 Proposals Irrevocable after Submission Deadline

Proposals shall be irrevocable for a period of **Ninety (90)** days from the Submission Deadline.

[End of Part 1]

PART 2 – EVALUATION OF PROPOSALS

2.1 Stages of Evaluation

The Province will conduct the evaluation of proposals in the following three stages:

2.2 Stage I: Mandatory Submission Requirements

Stage I will consist of a review to determine which proposals comply with all of the Mandatory Submission requirements. Proposals that do not comply with all of the Mandatory Submission requirements as of the Submission Deadline will be disqualified and not evaluated further.

The Mandatory Submission Requirements are as follows:

2.2.1 No Amendment to Forms

Other than inserting the information requested on the mandatory submission forms set out in the RFP, a Proponent may not make any changes to any of the forms. Any proposal containing any such changes, whether on the face of the form or elsewhere in the proposal, will be disqualified.

2.2.2 Submission Form (Appendix B)

Each proposal must include a completed **Submission Form (Appendix B)** signed by an authorized representative of the Proponent.

2.2.3 Submission Pricing Form (Appendix C)

Each proposal must include a Submission Pricing Form (**Appendix C**) completed according to the instructions contained in the form.

2.2.4 Other Mandatory Submission Requirements

- **Mandatory Technical Requirements identified in item Appendix D-D.3.**

2.3 Stage II – Evaluation

2.3.1 Mandatory Technical Requirements

The Province will review the proposals to determine whether the Mandatory Technical requirements as set out in the **RFP Particulars (Appendix D)** have been met. Proposals that do not comply with all of the Mandatory Technical requirements will be disqualified and not evaluated further.

2.3.2 Rated Criteria

The Province will evaluate each compliant proposal on the basis of the rated criteria as set out in Section D of the **RFP Particulars (Appendix D, including D.3)**. The following is an overview of the categories and weighting for the rated criteria of the RFP. Proponents who do not meet a minimum threshold score for a category will not proceed further in the evaluation of rated criteria. Proponents who do not meet a minimum threshold score for a category will not proceed to the next stage of the evaluation process.

Rated Criteria Category	Weighting (Points)	Minimum Threshold
D.4.1 Executive Summary	5 points	3 points
D.4.2 Understanding of Service Requirements	10 points	7 points
D.4.3 Proposed Approach and Project Plan	15 points	10 points
D.4.4 Demonstrated Expertise	20 points	14 points
D.4.5 Project References	10 points	6 points
D.4.6 Proposed Project Manager, Resume and References	10 points	6 points
D.4.7 Proposed Team Resources, Experience, Qualifications and References	10 points	6 points
D.4.8 Resource Management	5 points	3 points
Subtotal A	85 points	55 points
Stage III Pricing – (Appendix C – Submission Pricing Form)	15 points	
Total Points	100 points	

2.4 Stage III – Pricing

Stage III will consist of a scoring of the submitted pricing of compliant proposals in accordance with the price evaluation set out in the **Submission Pricing Form (Appendix C)**. The evaluation of price will be undertaken after the evaluation of mandatory submission requirements, mandatory technical requirements, and rated criteria has been completed.

2.5 Selection of Highest Scoring Proponent

After the completion of Stage III, all scores from Stage II and Stage III will be added together and each Proponent will be ranked based on its total score. The Proponent with the highest score will be selected to enter into the Agreement in accordance with Part 3. Upon finalization of the Agreement with the Province, the Proponent shall thereafter be known as the successful Proponent.

2.6 Notification to Other Proponents

Once an agreement is finalized and executed by the Province with a Proponent, the other Proponents will be notified in accordance with the Terms and Conditions of the RFP Process (Part 3).

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS

3.1 General Information and Instructions

3.1.1 RFP Incorporated into Proposal

All of the provisions of this RFP are deemed to be accepted by each Proponent and incorporated into each Proponent's proposal. A Proponent who submits conditions, options, variations or contingent statements inconsistent with the terms set out in this RFP, including the terms of the Agreement in Appendix A, either as part of its proposal or after receiving notice of selection, will be disqualified.

3.1.2 Proponents not to change terminology

Changes to the terminology of this RFP are prohibited

3.1.3 Proponents to Follow Instructions

Proponents should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable section numbers of this RFP.

3.1.4 Language

All proposals are to be in English, or both English and French. If there is a conflict or inconsistency between the English version and the French version of the proposal, the English version of the proposal shall prevail.

3.1.5 No Incorporation by Reference

The entire content of the Proponent's proposal should be submitted in a fixed form, and the content of websites or other external documents referred to in the Proponent's proposal but not attached will not be considered to form part of its proposal.

3.1.6 References and Past Performance

In the evaluation process, the Province may include information provided by the Proponent's references and may also consider the Proponent's past performance or conduct on previous contracts with the Province.

3.1.7 Information in RFP Only an Estimate

The Province makes no representation, warranty or guarantee as to the accuracy of the information contained in this RFP, received from the RFP contact or issued by way of addenda. Any quantities shown or data, or opinion contained in this RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to Proponents the general scale and scope of the Deliverables. The Proponent's responsibility is to obtain all the information necessary to prepare a proposal in response to this RFP.

3.1.8 Proponents to Bear Their Own Costs

The Proponent shall bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews, presentations or demonstrations.

3.1.9 Proposal to be retained by the Province

The Province will not return the proposal or any accompanying documentation submitted by a Proponent.

3.1.10 No Guarantee of Volume of Work or Exclusivity of Contract

The Province makes no guarantee of the value or volume of work to be assigned to the successful Proponent. The agreement to be negotiated with the selected Proponent will not be an exclusive contract for the provision of the described Deliverables. The Province may contract with others for goods and services the same as, or similar, to the Deliverables or may obtain such goods and services from resources within the Province.

3.2 Business Registration

Proponents may be required to be registered to carry on business in accordance with applicable laws. For information on the business registration requirements of the Consumer, Corporate and Financial Services, Department of Justice and Public Safety, please consult:

<https://www.princeedwardisland.ca/en/topic/business-name-registration>

The status of a Proponent's business registration does not preclude the submission of a proposal in response to this RFP. A proposal can be accepted for evaluation, regardless of (i) whether the company is registered, or (ii) whether its business registration is in good standing. However, if the Proponent is selected as the successful Proponent, that Proponent must bring itself into compliance prior to the execution of the Agreement.

3.3 Communication after Issuance of RFP

3.3.1 Proponents to Review RFP

Proponents shall promptly examine all of the documents comprising this RFP, and report any errors, omissions, or ambiguities; and direct questions or seek additional information in writing by email to the RFP Contact on or before the Deadline for Questions. No such communications are to be directed to anyone other than the RFP Contact. The Province is under no obligation to provide additional information, and the Province will not be responsible for any information provided by or obtained from any source other than the RFP Contact. It is the responsibility of the Proponent to seek clarification from the RFP Contact on any matter it considers to be unclear. The Province will not be responsible for any misunderstanding on the part of the Proponent concerning this RFP or its process.

3.3.2 All New Information to Proponents by Way of Addenda

This RFP may be amended only by addendum in accordance with this section. If the Province, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated by addendum on the **Prince Edward Island Tendering Site**. Each addendum forms an integral part of this RFP and may contain important information, including significant

changes to this RFP. Proponents are responsible for obtaining all addenda issued by the Province and will be deemed to have read all posted addenda.

3.3.3 Post-Deadline Addenda and Extension of Submission Deadline

If the Province determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, the Province may extend the Submission Deadline for a reasonable period of time.

3.3.4 Verify and Clarify

During the evaluation process, the Province may request further information from the Proponent or third parties in order to verify or clarify the information provided in the Proponent's proposal, including but not limited to clarification with respect to whether a proposal meets the mandatory technical requirements set out in the RFP Particulars (Appendix D). The Province may revisit and re-evaluate the Proponent's response or ranking on the basis of any such information.

3.4 Execution of Agreement, Notification and Debriefing

3.4.1 Selection of Proponent and Execution of Agreement

The Province will notify the selected Proponent in writing. The selected Proponent shall execute the Agreement in the form attached as **Appendix A** to this RFP and satisfy any other applicable conditions of this RFP within fifteen (15) days of notice of selection.

3.4.2 Failure to Enter into Agreement

In addition to all of the Province's other remedies, if a selected Proponent fails to execute the Agreement or satisfy any other applicable conditions within fifteen (15) days of notice of selection, the Province may, in its sole and absolute discretion and without incurring any liability, withdraw the selection of that Proponent and proceed with the selection of another Proponent or cancel the RFP Process.

3.4.3 Notification of Outcome of Procurement Process

Once an agreement is executed by the Province with a Proponent, notification of the outcome of the Procurement process will be posted on the **Prince Edward Island Tendering Site**.

3.4.4 Debriefing

Proponents may request a debriefing after notification of the outcome of the procurement process. All requests must be in writing to the RFP Contact and must be made within sixty (60) days of notification of the outcome of the procurement process. The intent of the debriefing information session is to aid the Proponent in presenting a better proposal in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process or its outcome.

3.5 Conflict of Interest and Prohibited Conduct

3.5.1 Conflict of Interest

The Province may disqualify a Proponent for any conduct, situation or circumstance, determined by the Province, in its sole and absolute discretion, to constitute a Conflict of Interest. For the purposes of this Section, "Conflict of Interest" has the meaning ascribed to it in the **Submission Form (Appendix B)**.

3.5.2 Disqualification for Prohibited Conduct

The Province may disqualify a Proponent, or terminate an agreement entered into if the Province, in its sole and absolute discretion, determines that the Proponent has engaged in any conduct prohibited by this RFP.

3.5.3 Prohibited Proponent Communications

A Proponent shall not engage in any communications that could constitute a Conflict of Interest and must take note of the Conflict of Interest declaration set out in the Submission Form (Appendix B).

3.5.4 Proponent not to Communicate with Media

A Proponent may not at any time directly, or indirectly, communicate with the media in relation to this RFP or any agreement entered into pursuant to this RFP without consent of the Province, and then only in coordination with the Province.

3.5.5 No Lobbying

A Proponent shall not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful Proponent.

3.5.6 Illegal or Unethical Conduct

Proponents shall not engage in any illegal business practices, including without limitation activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Proponents shall not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of the Province; submitting proposals containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

3.5.7 Rejection of Proposals

The Province may reject a proposal based on past performance or based on inappropriate conduct, including but not limited to the following:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the Proponent to honour its submitted pricing or other commitments;
- (c) any conduct, situation or circumstance determined by the Province, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest;
- (d) the Province's past experience with the Proponent within the 18 month period prior to the Submission Deadline for similar or related services; or
- (e) any information provided to the Province by any references of the Proponent, pursuant to either section 3.1.6 or section 3.7.1(e) of this RFP.

3.6 Confidential Information

3.6.1 Confidential Information of the Province

All information provided by or obtained from the Province in any form in connection with this RFP either before or after the issuance of this RFP

- (a) is the sole property of the Province and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFP and the performance of the agreement for the Deliverables;
- (c) must not be disclosed without prior written authorization from the Province; and
- (d) must be returned by the Proponent to the Province immediately upon request of the Province

3.6.2 Confidential Information of Proponent

A Proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Province. The confidentiality of such information will be maintained by the Province, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to advisers retained by the Province to advise or assist with the RFP process, including the evaluation of proposals.

Proponents are also advised that all documents forming part of the RFP process, including all submitted proposals, are subject to the *Freedom of Information and Protection of Privacy Act* R.S.P.E.I. 1988, Cap. F-15.01 ("FOIPP"). A copy of FOIPP is available online at:

<https://www.princeedwardisland.ca/en/legislation/all/all/a>

3.6.3 Personal Information

The *Freedom of Information and Protection of Privacy Act* R.S.P.E.I. 1988, Cap. F-15.01 ("FOIPP") governs the collection, use and disclosure of personal information by the Province and its service providers. The successful Proponent shall be required to comply with all requirements of FOIPP during the term of the Agreement.

A copy of FOIPP is available online at:

<https://www.princeedwardisland.ca/en/legislation/all/all/a>

3.7 Reserved Rights, Limitation of Liability and Governing Law

3.7.1 Reserved Rights of the Province

The Province reserves the right to:

- (a) make public the names of any or all Proponents;
- (b) request written clarification in relation to a Proponent's proposal;
- (c) waive minor formalities that do not constitute Mandatory Submission requirements or Mandatory Technical requirements;
- (d) verify with any Proponent or with a third party any information set out in a proposal;
- (e) check references other than those provided by any Proponent;
- (f) disqualify any Proponent whose proposal contains misrepresentations or any other inaccurate or misleading information;
- (g) disqualify any Proponent or the proposal of any Proponent who has engaged in conduct prohibited by this RFP;

- (h) amend this RFP process without liability at any time prior to the execution of a written agreement between the Province and a Proponent. These changes are issued by way of addendum in the manner set out in this RFP;
- (i) cancel this RFP process without liability at any time prior to the execution of a written agreement between the Province and a Proponent. A cancellation is communicated by way of addendum in the manner set out in this RFP. The Province may in its sole discretion issue a new RFP for the same or similar Deliverables; or
- (j) reject any or all proposals.

These reserved rights are in addition to any other express rights or any other rights that may be implied in the circumstances, or that the Province has at law.

3.7.2 Limitation of Liability

By submitting a proposal, each Proponent agrees that:

- (a) neither the Province nor any of its employees, officers, agents, elected or appointed officials, advisors or representatives will be liable, under any circumstances, for any claim arising out of this proposal process including but not limited to costs of preparation of the proposal, loss of profits, loss of opportunity or for any other claim; and
- (b) the Proponent waives any claim for any compensation of any kind whatsoever, including claims for costs of preparation of the proposal, loss of profit or loss of opportunity by reason of the Province's decision to not accept the proposal submitted by the Proponent, to enter into an agreement with any other Proponent or to cancel this proposal process, and the Proponent shall be deemed to have agreed to waive such right or claim.

3.7.3 Governing Law and Interpretation

These terms and conditions of the RFP Process (Part 3):

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and shall not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- (c) are to be governed by and construed in accordance with the laws of the province of Prince Edward Island and the federal laws of Canada applicable therein.

[End of Part 3]

APPENDIX A – FORM OF AGREEMENT

**SAMPLE CONTRACT
NAME OF AGREEMENT**

THIS AGREEMENT made this _____ day of _____, 20_____.

BETWEEN: **GOVERNMENT OF PRINCE EDWARD ISLAND**, as represented by
the Minister of _____,

(hereafter referred to as “Government”)

OF THE FIRST PART;

AND: _____
of _____
in _____ County, Province of _____,

(hereafter referred to as the “Contractor”)

OF THE SECOND PART.

WHEREAS Government wishes to engage the services of the Contractor to carry out the services described in Schedule “A” attached hereto;

AND WHEREAS the Contractor has agreed to provide Government with these services on certain terms and conditions as more particularly set out in this Agreement.

NOW THEREFORE in consideration of the mutual promises contained in this Agreement, the Parties agree that the terms and conditions of their relationship are as follows:

Definitions

1) In this Agreement, the following definitions apply:

- a) **“Agreement”** means this instrument as may be amended from time to time, and the expressions “herein”, “hereto”, “hereof”, “hereunder” and similar expressions referred to in this instrument shall refer to the instrument hereof as so defined, including any schedules attached, and not to any article, section, subsection or other subdivision hereof.
- b) **“Party”** means either the Government or Contractor, and “Parties” means the Government and the Contractor.
- c) **“Work”** means all the activities described in Schedule “A”; and may include additional activities that the Parties agree to in writing.
- d) **“Application(s)”** means any software applications accessible to the Inmate or Youth via the Tablet System.

- e) **“Biometrics”** means software with biological characteristic recognition capability (e.g. voice recognition, iris scans).
- f) **“Business Day”** means 08:00 to 16:00, Atlantic Time, Monday to Friday, excluding holidays observed by the Province.
- g) **“Confidential Information”** means the Province’s confidential information and the Contractor’s confidential information.
- h) **“Contract”** means the written agreement, which includes this RFP and the Proponent’s Proposal, between the successful Proponent and the Province to provide the Services and Materials contemplated by the RFP.
- i) **“Contracting Manager”** means the individual referenced as the Provincial Contact in this RFP
- j) **“Contractor”** means the legal entity that will enter into the Contract with the Province.
- k) **“Contractor Confidential Information”** means information, supplied in confidence, concerning the Contractor and/or third parties or any of the business or activities of the Contractor and/or third parties, and which is acquired by the Province as a result of participation in this Contract.
- l) **“Correctional Centre”** means the correctional facilities where the Services are to be provided. This includes Young Offender Centres.
- m) **“Correctional Services”** means the sum of all correctional programs and services that fall within the mandate of PEI Department of Justice and Public Safety.
- n) **“Documentation”** means all Materials, regardless of form, provided with a product that explains or facilitates the use of the product, such as user manuals, operational manuals, training materials, flow charts, logic diagrams, system manuals, programming manuals and modification manuals.
- o) **“Effective Date”** means the date the Contract is executed, and the transition begins.
- p) **“Equipment”** means any hardware, including mounting, bracketing, and conduit, forming part of the Telephone System and Tablet System.
- q) **“Evaluation Team”** means the individuals who will evaluate the Proposals on behalf of the Province.
- r) **“Fixed Price”** means a definite and predetermined price charged for the Materials and performance of the Services by the successful Proponent.
- s) **“Inmate”** means an adult being held in custody at a Correctional Centre.
- t) **“Inmate Welfare Fund”** means a fund established on behalf of Inmates and Youth, funded by service providers, to provide for items and services not otherwise available. The Contractor

for this Contract will contribute a percentage of revenues from the Telephone Systems and Tablet System to the Inmate Welfare Fund.

- u) **“Materials”** means all the working papers, surveys, notes, plans, designs, reports, records, studies, drawings, examinations, assessments, procedures, specifications, evaluations, results, conclusions, interpretations, calculations, analyses, systems, documents, writings, or any components of these, regardless of how they are represented, stored, produced, or acquired.
- v) **“must”** or **“mandatory”** or **“shall”** means that the requirement so described must be met in a substantially unaltered form for the Proposal to be compliant.
- w) **“Personal Information”** means “personal information” as defined in the *Freedom of Information and Protection of Privacy Act* (PEI) (FOIPP).
- x) **“PIN”** means an individual personal identifier, such as a passcode, assigned to Inmates and Youth, which allows them to access the Solution.
- y) **“Prime Proponent”** means the Proponent in a Proponent Team responsible for the provision of the Materials and Services, and with whom the Province will enter into the Contract when a Proponent Team is to be awarded the Contract.
- z) **“Proponent”** means an individual, business entity, organization or Proponent Team responding to this RFP with a Proposal.
- aa) **“Proponent Team”** means a consortium or other arrangement among two or more individuals, business entities, or organizations that respond to this RFP with one Proposal.
- bb) **“Proposal”** means the Proponent’s response to this RFP and includes all the Proponent’s attachments and presentation materials.
- cc) **“Province”** means The Province of Prince Edward Island, as represented by the Department of Justice and Public Safety.
- dd) **“Request for Proposals”** or **“(RFP)”** means this solicitation for the Materials and Services, including attached appendices.
- ee) **“RFP Closing Date and Time”** means the date and time as stated in this RFP.
- ff) **“Services”** means the work, duties, functions, and deliverables to be provided by the Contractor as specified in this RFP.
- gg) **“should,” “desirable”** means that a provision so described has a significant degree of importance to the Province and will be evaluated.
- hh) **“Software”** means any controlling or operating software that underpins the Telephone System and Tablet System. The Software enables Inmate and Youth account enrollment and controls access and usage of the Telephone System and Tablet System.

- ii) **“Solution”** means the provision and operation of a Telephone System and a Tablet System, which meet or exceed the requirements in this RFP.
- jj) **“Tablet System”** means a system, including Equipment, Software, Applications, accessories, a debit system, website and network/networking, intended for use by Inmates and Youth to access entertainment options such as movies and electronic games, for potential video visitation, self-serve Request For Interview options, and another programming as described in this RFP.
- kk) **“Telephone System”** means a system, including Equipment, Software, debit system, website, and network/networking, intended for use by Inmates and Youth to communicate with family, friends and legal counsel.
- ll) **“Term”** means the period during which the Contract is in force, including any extensions.
- mm) **“Young Offender Centre”** means a Correctional Centre specifically for Youth.
- nn) **“Youth”** means an individual in custody of Community and Correctional Services under the YCJA.
- oo) **“Youth Criminal Justice Act”** or **“YCJA”** is the legislation addressing criminal activities carried out by persons under 18 years of age in Prince Edward Island.

Covenants of the Contractor and the Government

- 2) The Contractor shall perform the services, assume all those responsibilities and diligently execute all those duties described in the attached Schedule "A" (the "Work") in a manner satisfactory to the Government.
- 3)
 - a) Subject to the termination clause contained in the Termination section of this Agreement, the term of this Agreement shall commence on the _____ day of _____, 2022, and end on the _____ day of _____, 2022.
 - b) Subject to the termination clause contained in the Termination section of this Agreement and notwithstanding the date of signing of this Agreement, it is acknowledged by both Parties that the Contractor commenced the performance of the Work on the ____ day of _____, 2022. It is further agreed that the amount of \$_____ is the maximum amount to be paid for the Work and includes all amounts which may be owed for Work since the _____ day of _____, 2022.

Payments, Records and Accounts

- 4) The Government shall make payments to the Contractor in the following manner.
 - a) Payment for the work shall be a total of \$____0_____; including an allowance of \$____0____ for travel and expenses, but excluding taxes, payable as follows:

Upon execution of this Agreement	30%
Work Completed	70%
 - b) The Contractor shall keep proper accounts and records of the travel and expenses cost to the Contractor of the Work and of all expenditures or commitments made by the Contractor under this Agreement including the related invoices, receipts and vouchers. Such accounts, invoices, receipts and vouchers shall, at all times, be open to audit, copying, extracting information and inspection by the authorized representatives of Government. The Contractor shall provide all facilities for the audits, inspections, copying and extractions and shall provide Government and its authorized representatives with all information that is requested from the accounts, records, invoices, receipts and vouchers.
 - c) Subject to statutory limitations, the Contractor shall not, without the written consent of Government, dispose of the accounts, records, invoices, receipts and vouchers related to this Agreement, but shall preserve and keep the same available for audit, copying, extracting information and inspections at any time.

Conditions of Agreement

- 5)
 - a. The Parties agree that the Contractor shall act as an independent contractor and that it is entitled to no other benefits or payments whatsoever than those specified in the Payments, Records and Accounts section of this Agreement.
 - b. The Parties agree that entry into this Agreement will not result in the appointment or employment of the Contractor or any officer, clerk, employee or agent of the Contractor, as an officer, clerk, employee or agent of Government, nor shall the *Civil Service Act R.S.P.E.I. 1988, Cap. C-8* apply.

- 6) (a) The Contractor agrees to accept sole responsibility to submit any applications, reports, payments or contributions for sales taxes, income tax, Canada Pension Plan, Employment Insurance, Workers' Compensation assessments, goods and services tax, harmonized sales tax, or any other similar matter which the Contractor may be required by law to make in connection with the Work.
- (a) The Contractor agrees to accept sole responsibility to comply with all federal, provincial and municipal legislation which may have application to the Work and agrees to comply with all provincial and federal legislation affecting conditions of work and wage rates including the *Employment Standards Act* R.S.P.E.I. 1988, Cap. E-6.2, the *Workers Compensation Act* R.S.P.E.I. 1988, Cap. W-7.1, or any other laws that impose obligations in the nature of employers' obligations. The Contractor agrees to follow the Public Service Commission Human Resource Policies 9.05 Violence in the Workplace Policy; 9.08 Drug, Alcohol, and Medication Policy; and 11.01 Policy for the Prevention and Resolution of Harassment in the Workplace while working on Government sites, in Government vehicles or alongside Government staff.
https://psc.gpei.ca/sites/psc.gpei.ca/files/HRPolicy/HRManual_9.05.pdf
<https://psc.gpei.ca/sites/psc.gpei.ca/files/9.08%20AlcoholDrugandMedicationPolicy.pdf>
https://psc.gpei.ca/files/PDF%20Files/hrp-manual/hrppm_11.01.pdf
- (c) The Contractor, before undertaking any Work shall provide to Government either a certificate of good standing by the Workers Compensation Board or written confirmation from the Workers Compensation Board that such certificate is not required.
- (d) The Contractor agrees to accept the full cost of doing those things required under this paragraph and will not charge or seek reimbursement from Government in any way, such costs having been taken into consideration and included in the rates of payment stipulated in the Payments, Records and Accounts section of this Agreement.
- 7) Any payment under this Agreement is subject to a provincial appropriation for the payment being approved by the Legislative Assembly of Prince Edward Island for Government's fiscal year in which payment is to be made.

Reports

- 8) (a) The Contractor shall make interim reports as the Government may direct.
- (b) The Contractor shall prepare and submit a draft final report for review and approval of Government not later than the ____ day of ____ 20__. Government shall either signify its approval or note the deficiencies in writing to the Contractor within ____ days of its submission. The final report shall be submitted to Government not later than the ____ day of ____, 20__ unless the parties agree otherwise in writing.

Administration

- 9) Subject to any specified time schedule or location where the Work is to be performed as may be set forth in Schedule "A" attached hereto, Work is to be performed in the offices of Government,

and the Contractor shall follow the same time schedule as applicable to employees of Government.

- 10) Government shall provide such support, direction, decisions and information to the Contractor as it deems necessary or appropriate under this Agreement and may appoint a person to administer this Agreement and communicate with the Contractor.

Termination

- 11) Notwithstanding other provisions of this Agreement, Government may terminate this Agreement in its entirety, or any part thereof, at any time by a notice in writing, signed by or on behalf of Government and delivered to the Contractor by hand delivery, mail to the Contractor's last known place of business, facsimile transmission, or electronic communication. This Agreement shall be determined to have ended upon the date of delivery, sending by electronic communications or mailing of such notice in which event the Contractor shall have no further claim against Government, except that the Contractor will be paid pursuant to and in accordance with the provisions of the Payments, Records and Accounts section of this Agreement for the Work performed up to the date of termination by written notice. Such payment shall include all firm commitments made by the Contractor prior to the receipt of the notice and for which the Contractor is liable for payment, less any sums paid by Government to the Contractor on account.
- 12) Notice in this Agreement is deemed to have been effected on the day of delivery in person, facsimile, electronic communication, or upon mailing of the notice.

Confidentiality and Copyright

- 13) Any and all information, knowledge or data made available to the Contractor as a result of this Agreement shall be treated as confidential information. The Contractor shall not directly or indirectly disclose or use the information, knowledge or data for purposes unrelated to the Agreement at any time without first obtaining the written consent of Government, unless the information, knowledge or data is generally available to the public.
- 14)
 - (a) The Parties agree that all lists, reports, information, statistics, compilations, analyses, and other data generated or collected in any way as a result of this Agreement are the exclusive property of Government and shall not be distributed, released, transmitted or used in any way, via any media, outside the purposes of this Agreement, by the Contractor, its employees, agents, servants or others for whom the Contractor is responsible, without the written consent of Government.
 - (b) The Parties agree that Government owns the copyright on all aspects of the Work, including all manner of data as set out in sub-paragraph (a) and including all software developed as a result of the Work whether in the form of raw data, analyses, database entries or software or hardware code of any kind or in any form whatsoever, including but not limited to object code and source code and any necessary information with respect to the use of such code such as encryption keys, compiler information and version number.
 - (c) The Contractor relinquishes all rights to the Work created pursuant to this Agreement, including all rights and moral rights otherwise accruing to the Contractor pursuant to the *Copyright Act R.S.C. 1985, c. C-42*.

Conflict of Interest

- 15) The Contractor warrants that as at the date of this Agreement, no conflict of interest, or any circumstance that might interfere with independent and objective exercise of judgment, exists or is likely to arise in relation to execution of this Agreement or its subject matter. The Contractor shall immediately notify Government, in writing, if any such actual or potential conflict of interest should arise at any time during the Term. In the event Government discovers or is notified by the Contractor of an actual or potential conflict of interest, Government, in its sole discretion, may either:
- (a) allow the Contractor to resolve the actual or potential conflict to the satisfaction of Government; or
 - (b) Terminate the Agreement in accordance with the Termination section of this Agreement.

Freedom of Information and Protection of Privacy Act

- 16) The Contractor acknowledges that this Agreement, and information provided in respect of this Agreement may be subject to release under the *Freedom of Information and Protection of Privacy Act*, R.S.P.E.I. 1988, Cap. F-15.01. The Contractor may be consulted prior to release of any information.
- 17) The Contractor acknowledges and agrees that in the event the Work involves the collection or use of personal information, it is subject to the *Freedom of Information and Protection of Privacy Act* and that personal information may not be released to any third party or unauthorized individual.

Indemnification and Insurance

- 18) The Contractor shall indemnify and hold harmless Government, its agents, representatives and employees from and against all claims, demands, losses, costs, damages, actions, suits or proceedings of every nature and kind whatsoever arising out of or resulting from the performance of the Work (herein called the "Claim"), provided that any such Claim is caused in whole or in part by any act, error or omission, including, but not limited to, those of negligence, of the Contractor or anyone directly or indirectly employed by the Contractor or anyone for whom the Contractor may be liable.
- 19) The Contractor shall, without limiting its obligations or liabilities under this Agreement and at its own expense, provide and maintain, the following insurance with insurers and in forms and amounts acceptable to Government:
- (a) Commercial General Liability insurance in an amount not less than FIVE MILLION DOLLARS (\$5,000,000.00 CAD) inclusive per occurrence against bodily injury and property damages. Government of Prince Edward Island is to be added as an additional insured under this policy. Such insurance shall include, but not be limited to:
 - Products and Completed Operations Liability;
 - Owner's and Contractor's Protective Liability;
 - Blanket Written Contractual Liability;
 - Personal Injury Liability;
 - Non-Owned Automobile Liability;
 - Cross Liability;

- Employees as additional Insureds;
 - Broad Form Property Damage;
 - If applicable, Tenant's Legal Liability in an amount adequate to cover a loss to premises of Government occupied by the Contractor.
- (b) Automobile Liability insurance on all vehicles owned, operated or licensed in the name of the Contractor in an amount not less than TWO MILLION DOLLARS (\$2,000,000.00 CAD).
- (c) Professional Liability insurance in an amount not less than TWO MILLION DOLLARS (\$2,000,000.00 CAD) on a claims-made basis, subject to an annual aggregate limit of FOUR MILLION DOLLARS (\$4,000,000.00 CAD) insuring the Contractor's liability resulting from errors and omissions in the performance of professional services under this Agreement. Such insurance shall continue for a term of six (6) years following completion of the Work.
- (d) The Vendor shall maintain, as a minimum, cyber liability insurance providing not less than Two Million (\$2,000,000.00 CAD) Dollars coverage per claim, covering loss arising out of the security and privacy breach of confidential information, media content liability, and network interruption, security and privacy liability, regulatory fines and penalties resulting from a data breach of confidential information, issues or proceedings and shall be extended to include loss caused by cyber extortion, failure to secure a computer system, event management (crisis response), introduction of malicious code, denial of service attacks, and coverage for the expenses involved following a security failure or privacy event to restore, recreate or recollect.
- (e) The policy or policies as required by this Agreement shall be in a form and with insurers satisfactory to Government. All required insurance shall be endorsed to provide Government with 30 days advance written notice of cancellation. The foregoing insurance shall be primary and not require the sharing of any loss by any insurer of Government nor by any other form of recovery available such as the Provincial Self Insurance and Risk Management Fund. A certified copy of the policy, or policies, shall be delivered to Government prior to execution of this Agreement. Default of delivery to Government or receipt of the certified copy of the policy or policies by Government shall not be construed as acknowledgment or concurrence that there has been compliance with the terms of this Agreement.

General

- 20) This Agreement shall not be assigned or subcontracted in whole or in part by the Contractor without the prior written consent of Government.
- 21) This Agreement shall ensure to the benefit of and be binding upon the Parties hereto and, subject to the above assignment and subcontracting clause, their executors, administrators, successors and assigns.
- 22) This Agreement shall be interpreted and applied in accordance with the laws and in the Courts of the Province of Prince Edward Island.

- 23) This Agreement, including Schedule "A", constitutes and expresses the entire agreement of the Parties hereto and any amendment or addition thereto shall be in writing and signed by the respective Parties.
- 24) The headings are inserted in this Agreement for reference only and shall not form part of the Agreement.
- 25) The provisions of this Agreement which, by their terms, are intended to survive or which must survive in order to give effect to continuing obligations of the Parties, shall survive the termination or expiry of this Agreement.
- 26) If any provision of this Agreement is for any reason invalid, that provision shall be considered separate and severable from this Agreement, and the other provisions of this Agreement shall remain in force and continue to be binding upon the Parties as though the invalid provision had never been included in this Agreement.

IN WITNESS WHEREOF the Parties thereto have executed this Agreement as of the date first above written.

<p>SIGNED, SEALED & DELIVERED)</p> <p>in the presence of:)</p> <p>_____)</p>	<p>Government of Prince Edward Island,</p> <p>) as represented by the Minister of</p> <p>) Justice and Public Safety</p> <p>)</p> <p>_____</p>
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<p>SIGNED, SEALED & DELIVERED)</p> <p>in the presence of:)</p> <p>_____)</p>	<p><i>[Insert Contractor's name here]</i></p> <p>)</p> <p>)</p> <p>_____</p> <p style="text-align: center;">Authorized Signing Officer</p>
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**AGREEMENT
BETWEEN
GOVERNMENT OF PRINCE EDWARD ISLAND
AND
THE CONTRACTOR**

DATED THE ____ DAY OF _____, 20__

**SCHEDULE "A"
Statement of Work**

Background:

In 2013, the Department of Justice and Public Safety, Community and Correctional Services (CCS) issued a Request for Proposal for an Inmate Communication and tablet system for the Province of PEI Correctional Centres and Youth Centre. Community and Correctional Services currently use Synergy Inmate Phone Solutions, INC. (Synergy).

The Province of PEI and Synergy entered into a three-year contract with the Government reserving the right to extend the contract for two (2) terms of up to one (1) year, respectively, on the same terms and conditions, but is under no obligation to do so. Both parties entered into an amendment to the contract on June 1st, 2014, regarding reducing the rates clients were being charged. Since June 20th, 2018 (end of the contract), the Government and Synergy have had the understanding to continue the arrangement until a new RFP has been issued.

WORK REQUIRED

Community and Correctional Services (CCS) Division of the Department of Justice and Public Safety is seeking the services of a qualified service provider (vendor) for the provision, management, installation and maintenance of inmate communication and tablet system for the correctional facilities and Youth Centre of PEI Community and Correctional Services Division.

The following are the locations and number of units that are required:

Provincial Correctional Centre – 508 Sleepy Hollow Rd, Miltonvale Park, PEI

Unit	# Telephones	# Tablets	# Kiosks
Main Entrance/ Visitation			1
Minimum Left	2	2	
Minimum Right	2	2	
Medium Left	2	2	
Medium Centre	2	2	
Medium Right	2	2	

Max Left	2	2	
Max Centre	2	2	
Max Right	2	2	
West Wing Pod A	1	1	
West Wing Pod B	1	1	
West Wing Pod C	1	1	
West Wing Pod D	1		
West Wing Pod E	2	1	
West Wing Pod F	2	1	
West Wing A/D	1 Rolling Cart		
Quad	1		
A/D	1 and 1 Rolling Cart		
Women's Unit Minimum	2	2	
Women's Unit Medium	2	2	
Women's Unit Max	2	2	
A/D – Women's Unit	1 Rolling Cart		

Prince County Correctional Centre – 108 Central St. Summerside PEI

Unit	# Telephones	# Tablets	# Kiosks
Court House			1
Living Unit	2		

PEI Youth Youth Centre – 159 Greenwood Dr, Summerside PEI

Unit	# Telephones	# Tablets	# Kiosks
Youth Living Unit	2		
Adult Female Unit	2		

Project Schedule

RFP release	August 01, 2022
Deadline for questions	August 29, 2022
Deadline for issuing addenda	August 29, 2022
Submission deadline	September 15, 2022, 2:00 PM Atlantic Time
Anticipated execution of an agreement	October 15, 2022
Work plan, proposed schedule of work	October 15, 2022
Training session with CCS staff completed	October 30, 2022
The complete system installed and operational	October 30, 2022

The Province may change the above timetable at any time.

JUSTICE AND PUBLIC SAFETY RESPONSIBILITIES

The Department of Justice and Public Safety shall:

- Provide all relevant documentation and material associated with this work, subject to any applicable privacy considerations;

End of Appendix "A"

APPENDIX B – SUBMISSION FORM

B.1 Proponent Information

Please fill out the following form, naming one person to be the Proponent’s contact for the RFP process and for any clarifications or communication that might be necessary.	
Full Legal Name of Proponent:	
Any Other Relevant Name under which Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Fax Number (if any):	
Company Website (if any):	
Proponent Contact Name and Title:	
Proponent Contact Phone:	
Proponent Contact Fax (if any):	
Proponent Contact Email:	
HST / GST Registration Number (Leave blank if NOT applicable):	

B.2 Offer

The Proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables. The Proponent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFP for the rates set out in the completed Pricing Form (Appendix C).

B.3 Mandatory Forms

The Proponent encloses as part of the proposal the mandatory forms set out below:

FORM	INITIAL TO ACKNOWLEDGE
Submission Form (Appendix B)	

B.4 Pricing

The Proponent has submitted its pricing in accordance with the instructions in the RFP and in the **Pricing Form (Appendix C)**. The Proponent confirms that it has factored all of the provisions of Appendix A, including insurance and indemnity requirements, into its pricing assumptions and calculations.

B.5 Addenda

The Proponent is deemed to have read and taken into account all addenda issued by the Province.

B.6 No Prohibited Conduct

The Proponent declares that it has not engaged in any conduct prohibited by this RFP.

B.7 Conflict of Interest

For the purposes of this RFP, the term “Conflict of Interest” includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFP process, the Proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of the Province in the preparation of its proposal that is not available to other Proponents, (ii) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair; or
- (b) in relation to the performance of its contractual obligations under an agreement for the Deliverables, the Proponent’s other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

Proponents should disclose the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who participated in the preparation of the proposal; **AND** were employees of the Province within twelve (12) months prior to the Submission Deadline.

If the box below is left blank, the Proponent will be deemed to declare that (a) there was no Conflict of Interest in preparing its proposal; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.

Otherwise, if the statement below applies, check the box.

- The Proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the Proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

If the Proponent declares an actual or potential Conflict of Interest by marking the box above, the Proponent must set out below details of the actual or potential Conflict of Interest:

B.8 Proposal Irrevocable

The Proponent agrees that its proposal shall be irrevocable for a period of Ninety (90) days following the Submission Deadline.

B.9 Disclosure of Information

The Proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The Proponent hereby consents to the disclosure, on a confidential basis, of this proposal by the Province to the advisers retained by the Province to advise or assist with the RFP process, including with respect to the evaluation of this proposal.

B.10 Execution of Agreement

The Proponent agrees that in the event its proposal is selected by the Province, it will finalize and execute the Agreement in the form set out in **Appendix A** to this RFP in accordance with the terms of this RFP.

Signature of Witness

Signature of Proponent Representative

Name of Witness

Name of Proponent Representative

Title of Proponent Representative

Date

I have the authority to bind the Proponent.

APPENDIX C – SUBMISSION PRICING FORM

1. Instructions on How to Complete Submission Pricing Form

- i. Rates shall be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which must be itemized separately.
- ii. Fees quoted by the Proponent shall be all-inclusive and shall include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any applicable fees or other charges.
- iii. Travel and expenses allowances will be accrued by the successful proponent.

2. Evaluation of Pricing

Pricing is worth **15** points of the total score.

It is anticipated that there will be no cost to the Province of PEI for this solution. Proponents will be evaluated on the prices they are proposing for inmate calling and data usage.

Proponents must base their charges to inmates for collect/debit calling on the following conditions:

- Proponents must not charge any fees related to incomplete calls – example – call refused by the dialed party;
- No charge to for trust deposits
- Calls to legal counsel and community service providers are at no charge to either party.
- Correctional Staff can issue up to twenty (20 minute)(per Centre) free calls per week, for humanitarian situations.
- A percentage of all proponents income to be deposited to the Inmate Trust Fund (see C.4)
- It would be desirable to have one to two free calls weekly for all inmates.

Telephone Fees (include units of measure where appropriate)

Description	Contract Year		
	1	2	3
Pre-paid local calls			
Pre-paid long distance			
Collect calls (local and long distance)			
Package/bundle pricing (Proponent to describe as applicable)			
Other (Connection or other fees associated with Inmate telephone use. Proponent to describe)			

Tablet Pricing

Proponents should add rows or columns as needed to provide Tablet System pricing options and include units of measure as required.

Tablet System Fees

Description	Inmate/Youth User			External User (the public)		
	Year 1	Year 2	Year 3	Year 1	Year 2	Year 3
Messages Sent						
Messages Received (includes re-review of received messages or attachments)						
Entertainment (describe when fees begin and end for entertainment options, including when time-out functions apply)						
Other (proposed program delivery or optional services. Proponent to describe)						

Service and Transaction Fees

The Proponent may add rows, units of measure, and Contract Years as necessary. Fees cannot be charged for account dormancy/inactivity.

Service and Transaction Fees

Description	Credit or Debit Card	Cash
Self Serve Kiosk or Desk		
Website		
Other (Proponent to describe)		

Inmate Welfare Fund Commission Rate

Proponents must provide a "Commission Rate" as defined in Schedule 2 for contributions to the Offender Trust Account. Proponents are cautioned that the commission payable is based on a percentage of monthly total gross billings as defined and should be calculated accordingly.

Commission Rate _____% of gross billings

Pricing Scoring

It is expected that there will be no cost to the Province. Price scoring will be based on the price to the clients and other desirable client options to ensure clients can maintain contact with their friends and family while incarcerated.

Pricing will be scored based on a relative pricing formula using the rates set out in the Pricing Form. Each Proponent will receive a percentage of the total possible points allocated to price for the particular category it has bid on, calculated by dividing that Proponent’s price for that category into the lowest bid price in that category. For example, if a Proponent bids \$120.00 for a particular category and that is the lowest bid price in that category, that Proponent receives 100% of the possible points for that category (120/120 = 100%). A Proponent who bids \$150.00 receives 80% of the possible points for that category (120/150 = 80%), and a Proponent who bids \$240.00 receives 50% of the possible points for that category (120/240 = 50%).

$$\frac{\text{Lowest rate}}{\text{Second-lowest rate}} \times \text{Total available points} = \text{Score for second-lowest rate}$$

$$\frac{\text{Lowest rate}}{\text{Third-lowest rate}} \times \text{Total available points} = \text{Score for third-lowest rate}$$

And so on, for each proposal.

Pricing Form

Bidders should propose a financial model that clearly defines how they propose to be compensated for all of the required services.

Prepare a fixed price for your proposed services. Provide appropriate details to support these figures, including estimates of the work effort and a breakout of expected expenses.

C.1 Fixed Cost – Time and Materials for Initial Contract Period

It is anticipated that there will be no cost to the Province of PEI for this solution.

C.2 Per Diem Rates

Not Applicable

C.3 Travel and Project Expenses

All Travel and estimated project expenses will be accrued by the successful proponent.

C.4 Other Expenses

Not Applicable

[End of Appendix C]

APPENDIX D – RFP PARTICULARS

REQUEST FOR PROPOSALS FOR Inmate and Youth Telephone/Tablet/Trust Account and Video Visitation System 2022

For the Department of Justice and Public Safety, Community and Correctional Services

D.1 The Deliverables

D.1.1 Background:

In 2013, the Department of Justice and Public Safety, Community and Correctional Services (CCS) issued a Request for Proposal for an Inmate Communication and tablet system for the Province of PEI Correctional Centres and Youth Centre. Community and Correctional Services currently use Synergy Inmate Phone Solutions, INC. (Synergy).

The Province of PEI and Synergy entered into a three-year contract with the Government reserving the right to extend the contract for two (2) terms of up to one (1) year, respectively, on the same terms and conditions, but is under no obligation to do so. Both parties entered into an amendment to the contract on June 1st, 2014, regarding reducing the rates clients were being charged. Since June 20th, 2018 (end of the contract), the Government and Synergy have had the understanding to continue the contract until a new RFP has been issued.

D.1.2 Work Required

D.1.3 Implementation

i. Contractor Personnel

The Contractor Personnel shall be fully trained, manufacturer certified, and/or qualified on the Equipment to be serviced according to telecommunication industry standards.

The Contractor Personnel performing the Services must undergo a criminal records check. Contractor Personnel who, in the opinion of the Province, has an unacceptable criminal record shall be rejected. The Province will formally accept proposed Contractor resources following acceptable criminal record checks.

ii Rights of the Province and Contractor

The Province reserves the right to test the Solution to ensure the requirements of this Contract have been met for sixty (60) days after implementation. If the Solution is not acceptable, the Province will notify the Contractor in writing and give the Contractor (30) days to correct the Solution to meet the requirements of this Contract.

The Province shall not connect any communications devices of any other telecommunications service provider to the Contractor's Equipment without the prior written consent of the Contractor.

If changes are required to the Equipment for any reason whatsoever, including, but not limited to, changes that modify the functionality of the Equipment, the Province and the Contractor agree to utilize reasonable efforts to accommodate reasonable requests of the other party for changes to the Equipment.

Neither party shall be obligated to incorporate modifications to the Equipment except where such changes relate to a request that arises due to direction by a court, government agency, or regulatory body.

The Province acknowledges and agrees that specific data provided by the Province and modified from time to time by the Province will be stored in the Equipment. The Contractor shall perform administrative data functions on the data using the same degree of care that the Contractor performs, but no less than a reasonable standard of care.

The Contractor will be responsible for retaining all the information contained in the Solution’s database for a minimum of three (3) years. Records exceeding the minimum three (3) year period may be destroyed bi-annually upon written approval of the Province. Within ninety (90) days of expiration or termination of this Contract, the Province may elect to copy the information onto its storage medium.

iii. Telephone and Tablet Equipment

The Contractor shall install and have operational a Telephone System for debit and collect (debit and collect calls do not apply to Youth) local and long-distance calls with recording capability at the two (2) Correctional Centres, including one (1) youth Centre by May 30th, 2022, to ensure uninterrupted service to all Correctional Centres.

The contractor shall install and have operational a Tablet System with communication and access control and monitoring capability at the two (2) Correctional Centres, including one (1) Youth Centre, by May 30th, 2022.

The Contractor shall install the telephone and tablet stations as listed below:

Provincial Correctional Centre – 508 Sleepy Hollow Rd, Miltonvale Park

Unit	# Telephones	# Tablets	# Kiosks
Main Entrance/ Visitation			1
Minimum Left	2	2	
Minimum Right	2	2	
Medium Left	2	2	
Medium Centre	2	2	
Medium Right	2	2	
Max Left	2	2	
Max Centre	2	2	
Max Right	2	2	
West Wing Pod A	1	1	
West Wing Pod B	1	1	
West Wing Pod C	1	1	
West Wing Pod D	1		
West Wing Pod E	2	1	
West Wing Pod F	2	1	
West Wing A/D	1 Rolling Cart		
Quad	1		
A/D	1 and 1 Rolling Cart		

Women's Unit Minimum	2	2	
Women's Unit Medium	2	2	
Women's Unit Max	2	2	
A/D – Women's Unit	1 Rolling Cart		

Prince County Correctional Centre – 108 Central St. Summerside PEI

Unit	# Telephones	# Tablets	# Kiosks
Court House			1
Living Unit	2		

PEI Youth Youth Centre – 159 Greenwood Dr, Summerside PEI

Unit	# Telephones	# Tablets	# Kiosks
Youth Living Unit	2		
Adult Female Unit	2		

The Contractor shall provide and install/affix telephone and tablet stations (including tablet recharging), mounting backboards and associated cabling/conduit, junctions and system hardware where it does not presently exist, as well as other material items required to enable the implementation and operation of the Telephone System and Tablet System in designated living unit locations. Such Equipment must be affixed to preapproved parts of the building structure to comply with security regulations.

The telephone and tablet stations, including handpieces and cabling/conduit, must be hardened to reduce the possibility of tampering or damage from vandalism and must permit Inmates and Youth, if they wish, to sit on a chair located within the immediate vicinity of the phone or tablet when using the telephone or tablet.

The Contractor shall obtain written permission from the Province before proceeding with any work that requires alterations to a Correctional Centre. This shall include, but will not be limited to, cutting, drilling, or modifying a Correctional Centre in any manner. Costs to provide any equipment, hardware, parts or systems required to initialize and maintain the communication control system operationally shall be the Contractor's responsibility.

If the Contractor proposes using existing telephones and related equipment to ensure timely implementation, the Contractor will negotiate the purchase of the telephones with the incumbent service provider. All costs for the use of existing telephones and/or Equipment from the incumbent service provider will be the Contractor's responsibility.

Suppose the Contractor provides a one-for-one replacement of telephones in their current locations with new Equipment. In that case, the complete replacement must be accomplished without substantial disruption of Services or damage to CCS property. Damages caused by the removal/reinstallation of equipment shall be repaired at the Contractor's expense.

The Contractor may re-use existing cabling/conduit where appropriate but must coordinate changes with the incumbent service provider to ensure continuity of service during a service transition period (telephones) if required.

Cabling and conduit to new or upgraded Equipment shall be installed by the Contractor, at the Contractor's expense, in consultation with CCS staff responsible for facility management at each Correctional Centre.

At the Contractor's expense, the Contractor shall provide any additional telephone lines required to operate the Solution. Government of PEI lines and networks will not be utilized either for installation or operations of the Telephone System or Tablet System.

The Contractor must coordinate with the current service provider, as required, for the installation of telephone lines to the telephone units provided. All expenses associated with the installation, monthly usage, and maintenance of the Contractor-installed telephone lines and other cabling/conduit shall be borne by the Contractor. The Contractor must maintain all inside cable/conduit for the Telephone System and Tablet System, whether reused or newly installed.

The Contractor may utilize existing cabling to the current telephone system cabling if compatible with the system being installed.

If additional cabling/conduit is required during the installation process, the Contractor shall be responsible for all costs for the provision of the cabling, including purchase, labour, and installation.

All cable shall be marked clearly and legibly at both ends, including defective pairs, and must meet current industry standards.

At no cost to the Province, all phone system cabling installed during the performance of Services shall become the property of the Province.

The Contractor shall provide a written statement confirming all circuits have been adequately tested and all cables, pairs, blocks, terminals, etc., have been legibly marked.

iv. System Requirements Within Correctional Centres

Face-to-face secure visits in Correctional Centres are facilitated through the Telephone System. All recording and monitoring capabilities remain the same. This service occurs at no cost to the Province. Any Contractor installation of tablets for video visits will be at no cost to the Province.

V. Admission and Turnover

Correctional Centres admit Inmates and Youth 24 hours per day, 365 days per year. Newly admitted Inmates and Youth may have court-ordered call restrictions prohibiting them from calling designated persons. The Contractor must enroll Inmates and Youth in the Telephone System and set up individual limits so that at no time can Inmates or Youth violate court-ordered conditions.

Due to the high turnover volume at Correctional Centres, the call-control system must allow for immediate application of controls provided and require minimal input effort by Correctional Centre staff to enroll Inmates and Youth.

The required call-control system must ensure that Inmate and Youth restrictions are immediately upon admission and throughout incarceration, including if the Inmate or Youth is transferred to a different Correctional Centre.

Each Centre will provide the Contractor with a list of restricted numbers and permitted numbers as the case may be, and a list of applicable Inmates or Youth for the Contractor to input into the call deny system, at no cost to the Province.

Erroneous disconnects due to system inefficiencies at determining actual third-party or conference calling attempts shall remain the Contractor's responsibility to credit the affected Inmate or called party. The Contractor must provide an agency contact to administer and handle such issues.

vi. Inmate Telephone and Tablet System Reporting

The Solution must be configured to enable the Correctional Centre's systems administrators to search for and retrieve live data on a real-time basis for the previous six (6) month period. The Contractor will be responsible for retaining all the information contained in the central database for a minimum of three (3) years. Records exceeding the minimum three (3) year period may be destroyed bi-annually upon written approval of the Province.

Inactive files that have been closed and the communications detail records older than six (6) months may be maintained on an archived status file. This information must be made available to the Province within a maximum of seven (7) days from the date requested to ensure that Correctional Centres may access the archived data promptly.

If the Province cannot directly run reports from the Solution, the following reports shall be accessible and provided to the Province by the Contractor at no additional cost:

- a) Legal Representatives Contact Information
- b) Telephone and Tablet Usage
- c) Telephone and Tablet Activity
- d) Summary Frequency of Usage
- e) Blocked Communications
- f) Offender Trust Acct*
- g) Ad Hoc Reports

*The Province reserves the right to request a third-party audit of Solution financial concerning the Offender Trust Account reporting. This audit will be provided at no cost to the Province.

vii. On-Site Training

The Contractor shall provide interactive training in Solution administration, operation, and report generation to Correctional Centre administration and operational staff at the time of implementation at the Correctional Centre. The Contractor must provide a training program and support to meet the following requirements:

- a) The Contractor must provide Correctional Centre administration staff with relevant professional training, using a certified trainer, at no cost to the Province. This will include verbal instruction and written documentation provided onsite at each Correctional Centre to use and manage control/reporting functions, telephone and tablet use procedures, and complete workstation training.
- b) The Contractor must provide refresher courses, as needed due to system upgrades or changes in Correctional Centre staff, at the Contractor's expense to ensure all staff administering the system(s) can effectively do so without service interruption.
- c) The Contractor must provide up-to-date operating manuals. The Contractor must provide all required updates on a timely basis, ensuring all administrators are fully aware of any changes that affect the operation of the telephone and tablet control systems as they are implemented during the contract term.
- d) The Contractor must provide on-site assistance to each Correctional Centre for system introduction, Inmate/Youth enrollments, or any time mass re-enrollments are required due to system adjustments or problems, ensuring that any technical or administrative issues are fully resolved before these responsibilities are assumed by Correctional Centre staff.
- e) The Contractor must provide easy-to-read information regarding the Telephone System and Tablet System for distribution to Inmates and Youth.
- f) The Contractor shall provide a web-based information page for the public to access regarding the Inmate/Youth communication systems.

viii. Service and Maintenance Requirements

The Contractor must provide installation and maintenance, including any cabling at the Correctional Centres and any cabling required for the Telephone System and Tablet System.

The Contractor must provide all Software patches and upgrades (major and minor version upgrades) under the terms of their proposed support agreement.

The Contractor is responsible for all maintenance, repairs, service and replacement of the Solution. The Contractor is responsible for ensuring that unauthorized users cannot access the Solution at all times. The Contractor must periodically update the system(s) with all system updates and security patches.

The Contractor shall provide on-site and remote monitoring and diagnostic service to the Province, twenty-four (24) hours a day, seven (7) days a week.

The Contractor shall provide all necessary labor, parts, materials, and transportation to maintain the Solution in good working order and comply with the equipment manufacturer's specifications throughout the contract term. No more than ten (10) percent of each Correctional Centre's telephones or tablets can be non-working at any given time. No charge shall be made to the Province for Solution maintenance.

The Contractor shall provide a single, toll-free point of contact for handling Inmate/Youth and public complaints and inquiries about billing, call blocks, etcetera. Resolution of charge disputes is the responsibility of the Contractor.

D.1.4 Maintenance Response Times

The Contractor shall acknowledge an incident or service request within thirty (30) minutes of receipt from the Province during the Contractor's regular business hours and within one hour outside of the Contractor's normal business hours.

The Contractor's Personnel shall be on-site to resolve routine repair requests within six (6) hours from the time of notification by the Province, Monday through Friday, from the hours of 8:00 a.m. to 5:00 p.m. MST.

For routine requests on weekends (from 5:00 p.m. Friday to 8:00 a.m. Monday) and statutory holidays, the Contractor shall isolate and correct any problems within twelve (12) hours.

If the Contractor has responded and the problem cannot be solved within the twelve (12) hour period, the Contractor must contact the Province's delegate and propose a plan to correct the problem.

The Province must approve the proposed resolution.

A Contractor's "response" shall be identified as the resolution of the problem or an on-site visit by a qualified technician certified on the installed Equipment.

The Contractor's Personnel shall be onsite within three (3) hours from the time of the Province's notification to resolve problems arising with Equipment or Services that disables a Correctional Centre's Telephone System.

A complete and current list of Contractor's managers, administrators, technicians, etcetera (including subcontractors) must be provided to the Province. This shall include a complete and current list of business and cellular numbers and emergency contacts.

D.1.5 Structured Cabling Standards

Emerging technologies dictate that it is no longer allowable to simply integrate various manufacturers' components into a building's structured cabling. A single manufacturer's "system" of matched components is required to guarantee network performance. Our standard is Belden IBDN System 4800, GigaFlex Category 6.

It is also paramount that all new or renovated construction utilizes the latest available technology, eliminating the need and costly network infrastructure replacement in the future.

The following standards apply to all network cabling installations:

1. All installers shall be familiar with and follow these industry-standard documents:
 - a. ANSI/TIA/EIA-569-A (CSA T530)
 - b. ANSI/TIA/EIA-607 (CSA T527)
 - c. ANSI/TIA/EIA-568-B.1, B.2, B.2-1 & B.3
 - d. ANSI/TIA/EIA-606A ANSI/TIA/EIA-862
 - e. TSB-155, IEEE 802.3an
2. The entire system shall meet or exceed the current day Category 6 standard specifications, including four-pair, 23 gauge, copper cabling performance of 300 MHz. Only matched components from one manufacturer's system shall be used to provide an end-to-end solution. Provide a complete system consisting of outlet boxes, cover plates, patch panels, patch cords, cable, etc. The contractor shall verify that all system parts received meet specifications before

installation.

3. 4-port angled faceplates shall be for MDVO style jacks, with three ports used in each instance (2 data, 1 telephone). The upper ports are used for data terminations and the lower for voice unless otherwise stated. The MDVO jacks in angled faceplates are to be installed as designed by the manufacturer, which has the printing inverted. This allows the release tab on the data cable to be facing upwards, making it easier to remove from the jack.
4. Each horizontal cable, data outlet, and patch panel port shall bear the same identifying number. The numbering scheme for the building data outlets shall be assigned in a logical, sequential manner. Numbering on the plates shall be viewable from both in front and above. Before pulling in any cable, a contractor must assign these jack numbers on the floor plans.
5. Patch panels shall be Belden Category 6 Flex, for GigaFlex MDVO style jacks, for mounting in 19-inch floor mounted rack. Panels to be matched with the cabling system being installed; 24-port one rack unit high; 48-port two rack units high. Allow for 25% spares.
6. Patch cords shall be Category 6 Belden GigaFlex. Two patch cords are required for each data line. Cable jacket and boots to match system colour code:
 - a. "Green" jacket and boots for Belden/CDT GigaFlex System
 - b. "Blue or Grey" jacket and boots for Standard Cat5 UTP cable
7. Standard patch cord lengths are not to exceed 10 feet. Cords of up to 25' *may* be used temporarily if it can be shown that the total electrical length of the connection to the switch remains under 100 feet until additional runs can be installed.
8. Contractor to supply patch cords at both the primary data rack and in the individual rooms. The number of patch cords required shall be determined by the number of data outlets shown on the Drawings. Patch cord length needed for these amounts:
 - a. 4 feet, 30% of the total count.
 - b. 7 feet, 50% of the total count
 - c. 10 feet, 20% of the total count.
9. The installer shall be responsible for providing to IT Shared Services:
 - a. A map of the data outlet numbering and cable pathways on a copy of the building floor plan(s); and
 - b. Test results for each channel with a Level IV meter, using the standard specifications for Category 6.
10. All cable terminations shall be installed and tested to the T-568A wiring standard.
11. The contractor shall guarantee that all aspects of their installation shall be free from defects and shall warranty workmanship and materials for one (1) year from the date of inspection and acceptance by the representative of Provincial Treasury, IT Shared Services. The contractor

shall assume all costs associated with repair or replacement; any form of cable trauma will be considered a defect and require replacement.

12. Category 6 data cabling shall meet or exceed specifications for Category 6, be 4 pairs, 23 AWG, with FT4 rated insulation. Accepted systems are colour-coded to identify the individual system horizontal cabling uniquely. For cabling:
 - a. Green Belden/CDT (Nordx) System (4812LX);
 - b. Blue Standard Cat5 UTP cable;
 - c. White All telephone copper cable; and
 - d. Cabling for telephone shall be of Category 6 type (Belden 2412).
13. If an installed base of a manufacturer's Category 5E or 6 system is already installed, consult with the IT Shared Services representative to specify the product to be installed. Suppose there are any deficiencies, anomalies, link length issues, design flaws, fit-up problems regarding the structured cabling system. In that case, the Contractor shall contact the IT Shared Services representative for clarification and/or resolution before proceeding.
14. All Cat6 T-568A MDVO's shall bear the following colours for ease of identification in the event of their usage:
 - a. Green Belden/CDT (Nordx) Cat6 GigaFlex Data jacks;
 - b. Blue Regular Cat5 data jacks;
 - c. White Voice cable termination jacks GigaFlex; and
 - d. Black Fax cable termination jacks GigaFlex.
15. Patch panels shall only be mounted in IT Shared Services approved equipment racking device(s). This shall be in accordance with the attached Rack or Cabinet Package Documents. No substitutions.
16. Attachment panels and devices to specified racks and cabinets shall use only 10-32 Robertson rack mounting screws; accepted -Middle Atlantic part # HS.
17. The Installer shall leave a minimum of 12" of access UTP cable on the data outlet termination to facilitate future re-termination. The excess cable must be stored in a sweeping "S" pattern; coils are not permitted.
18. The Installer shall leave a minimum of 3 meters of excess UTP cable on the patch end to facilitate future repositioning of panels on the rack unit. The extra cable must be stored in a sweeping "S" pattern; coils are not permitted.
19. Where applicable, the rear outside of vertical cable management troughs shall be used to control cables attaching to the racking unit. This shall be in accordance with a document supplied to the installer detailing the type and configuration of such device.
20. Physical security is of concern; all network cables shall be enclosed in continuous conduit from the workstation outlet to the secure telecommunications room. The conduit shall be sufficient to meet the maximum forty (40) percent fill ratio and turn radius specifications.

21. Horizontal cabling shall be installed to the manufacturer’s specifications, including but not limited to the minimum bend radius. The contractor shall be responsible for proper bundling (with velcro wraps) and handing of all cables (with cable trays, Caddy Fasteners and/or “J” hooks) between the telecommunication closets and the workstation MDVOs, in common pathways (above corridors); the “home run” method is not permitted. Cable bundles should be supported at 2-foot intervals.
22. Each workstation outlet plate shall be configured with a minimum of 2 data drops plus telephone services if required. Data drops shall only be used to deliver data services and shall not be used for any other service to the workstation.
23. The installer shall be trained by the manufacturer of the installed cabling system, following the training methods. The installer shall possess a valid Certificate of Completion from the manufacturer for the courses taken. Training must have been taken within the previous three (3) years to be considered “valid.” Upon request, certificates must be made available to the IT Shared Services representative for review.
24. Before deviating from these methods, contact the Department of Finance, IT Shared Services representative.
25. **Belden IBDN System 4800 components include:**
 - a. 4812 005 1000 GigaFlex 4812, 4-pair, 23 AWG, CMR, Cat 6, Green, 1000 ft. AX101070CAT6+ Modular Jacks, for Data;
 - b. AX101065 CAT6+ Modular Jacks, for Voice;
 - c. AX101066 CAT6+ Modular Jacks, for Fax;
 - d. AX350056 Belden GigaFlex PS6+ patch cables 4 feet, green;
 - e. AX350057 Belden GigaFlex PS6+ patch cables 7 feet, green;
 - f. AX350058 Belden GigaFlex PS6+ patch cables 10 feet, green;
 - g. AX101456 Flex Patch Panel, 1U , 24-port, black;
 - h. AX101458 Flex Patch Panel, 2U, 48-port, black;
 - i. A0645269 MDVO Angled Entry Faceplate AX101437 Interface Plate, Flush, 4-port, White.

26. **Relay Rack Package Components**

PART: Description	Product	Manufacturer	Qu per
<u>Relay Rack Package - no substitutions</u>			
Relay rack with 2 vertical cable	DRR-44 + 2 DRCC-	Middle Atlantic	1
Power strip for rack	PB-12-IS/6FTCRD	Electron Metal	1
Organizer Ring Panel Horizontal Cable	AO403977	Belden IBDN	6
Horizontal Cable Manager, 1U, Black	HCM-1D	Middle Atlantic	4
Rack Drawer, 3U	UD3	Middle Atlantic	1
Universal Rackshelf, 1U, frontmount	U1	Middle Atlantic	1
Vented Center mount shelf, 2U	U2MS	Middle Atlantic	2

Formed blank panel 1U, black	EB1	Middle Atlantic	4
Formed blank panel 2U, black	EB2	Middle Atlantic	6
Heavy Duty Sliding Shelf	SS	Middle Atlantic	1
10-32 Pan Head Rack mounting screws	HS	Middle Atlantic	100
IEC Power Cord, 12 inch, 4 per pkg	IEC-12X4	Middle Atlantic	1
IEC Power Cord, 18 inch, 4 per pkg	IEC-18X4	Middle Atlantic	1
IEC Power Cord, 24 inch, 4 per pkg	IEC-24X4	Middle Atlantic	1
Velcro Roll, 75 feet	99-050-QT-1	Polygon	1
Cable Ties, 7 inch, bag of 100	TY-525-MX	Thomas & Betts	1
Homaco 1U Horizontal Cable Fiber	FCM-19-1SRC	Ortronics	1

October 24,2008 Gordon Johnston RCDD

27. Acceptable Conduit Runs:

- a. Achieve the best direct route (e.g., usually parallel to building lines) with no bend greater than 90 degrees or an aggregate of bends in excess of 180 degrees between pull points or pull boxes.
- b. No continuous sections longer than 30.5 m (100 ft).
- c. Be bonded to ground on one or both ends in accordance with national or local requirements.
- d. Withstand the environment to which they will be exposed.
- e. For runs that total more than 30.5 m (100 ft) in length, pull points or pull boxes should be inserted so that no segment between points/boxes exceeds the 30.5 m (100 ft) limit.
- f. Total conduit runs should be kept to 45.8 m (150 ft) or less (including the sections through pull boxes).

28. Conduit Capacity:

Inside Diameter (mm)	Trade Size	Cable Outside Diameter mm (in)							
		3.3 (0.13)	4.6 (0.18)	5.6 (0.22)	6.1 (0.24)	7.4 (0.29)	7.9 (0.31)	9.4 (0.37)	13.5 (0.53)
16	1/2	1	1	0	0	0	0	0	0
21	3/4	6	5	4	3	2	2	1	0
27	1	8	8	7	6	3	3	2	1
35	1-1/4	16	14	12	10	6	4	3	1
41	1-1/2	20	18	16	15	7	6	4	2
50	2	30	26	22	20	14	12	7	4
63	2-1/2	45	40	36	30	17	14	12	6
78	3	70	60	50	40	20	20	17	7
91	3-1/2	—	—	—	—	—	—	22	12
100	4	—	—	—	—	—	—	30	14

- a. Cable capacity of horizontal pathway conduits with no more than two 90 degree bends (180 degrees total) and no longer than 30.5 m (100 ft).
- b. The table shows the conduit fill ratio guidelines for horizontal cables; however, the number of cables that can be installed is limited by the allowed maximum pulling tensions of the cables. The maximum conduit fill ratio is 40%.

29. Maximum Category 6 cable lengths apply to all horizontal distribution cables; from the Horizontal Cross-connect (patch panel) to the telecommunications outlet(workstation end), the

maximum cable length is 90 meters, (295 feet) including slack.

Subsystem	Backbone lengths up to:	Data rates up to:
Campus backbones (OM1 fiber)	2 km (1.2 mi)	155 Mb/s
Campus backbones (OM2 fiber)	550 m (1804 ft)	1 Gb/s
Building backbones (OM2 fiber)	300 m (984 ft)	1 Gb/s
Building backbones (OM3 fiber)	300 m (984 ft)	10 Gb/s
Campus/building backbones (OS1 fiber)	2000 m (6560 ft)	10 Gb/s

Requirements. BAS horizontal link lengths are also limited to 90 meters, independent of the media type.

30. Maximum fibre optic cable lengths are as follows:
 - a. As a general guideline in premises applications for backbone cabling, OM1, 62.5/125 µm; OM2, 50/125 µm; or OM3, laser-optimized 50/125 µm optical multimode fibre is recommended for applications supported for these lengths and data rates. Single-mode fibre may also be required for premises applications.
31. Fibre optic backbone requirements shall be supplied on a separate design document.

D.1.6 Additional Contractor Responsibilities

The Contractor is responsible for coordinating with local exchange carriers (LECs) and other third parties (e.g. property management), the installation of all power lines and electrical hookups, installation of equipment, operation and maintenance of equipment, equipment removal, and all charges and fees associated with providing the Telephone System and Tablet System. This includes, but is not limited to, all access lines, monthly line charges, message units, and all other communication costs.

The Contractor shall pay all costs associated with upgrading and providing new Equipment during the Term.

All planned or anticipated changes to the Services must be coordinated with the Province to ensure that there will be no negative impact to the installation and that associated cable requirements will not be adversely affected. All operational maintenance will be coordinated with the Province, but will be provided by the Contractor.

D.1.7 General System Management

The Contractor must provide the systems and Equipment required to establish secure communication paths for both the Telephone System and Tablet System, and reporting/control systems to ensure security of information is maintained. The Contractor shall, at the Contractor's expense, process, store, and transfer information including the setup, management and maintenance of databases and secure communications systems. The preferred method will store information such as voice recording and personal information at multiple locations for the purpose of backing up logs and recorded communications.

D.1.8 Offender Trust Account

The Contractor will pay commissions to the Offender Trust Account on a monthly basis. The commission payable shall be ___% (to be completed based on the percentage rate proposed by the Contractor) of the Contractor's gross billings ("Commission Rate") for all calls placed on the Telephone System and for revenue-generating Tablet System use.

Total gross billings are defined as total calls placed on or through the Telephone System, and all Inmate/Youth-paid Tablet System activities, billed at the rates proposed by the Contractor, with no deduction or credit for any expenses, allowances, bad debts, disconnects, or for billed calls or activities which for any reason are not collected or which otherwise do not result in expected revenue to the Contractor. Call detail and tablet activity records must be provided to back up the gross billings and Commission Rate.

D.1.9 Project Schedule

RFP release	August 01, 2022
Deadline for questions	August 26, 2022
Deadline for issuing addenda	August 29, 2022
Submission deadline	September 15, 2022 @ 2:00PM Atlantic Time (Local PEI Time)
Anticipated execution of agreement	October 15, 2022
Work plan, proposed schedule of work	October 15, 2022
Training session with CCS staff completed	October 30, 2022
Complete system installed and operational	October 30, 2022

The above timetable may be changed by the Province at any time.

D.2 Material Disclosures

D.2.1 PEI Community and Corrections Services Relevant Statistics

There were 40,594 adult custody days reported in 2020-2021, a 1.4% decline from the 2019-2020 adult custody days of 41,269. In 2020-2021, the average daily population in adult Centres was 111. 85% of adult custody days reported in 2020-2021 were male. The 66% of adults admitted were 30 years of age and older at the time of admission.

Total adult custody days reported over 10 years:

2011-2012	40,596	2016-2017	29,756
2012-2013	38,178	2017-2018	32,560
2013-2014	43,474	2018-2019	37,880
2014-2015	38,511	2019-2020	41,169
2015-2016	30,868	2020-2021	40,594

As shown below, the number of Youth in custody, which includes males and females 12 to 17 years of age, has been declining since 2012-2013. The average in-house count for 2020-2021 was 1.4, decreasing from previous years. Unlike adult Inmates, Youth typically serve the last third of their entire sentence under supervision in the community.

Total adult custody days reported over 10 years:

2011-2012	3,677	2016-2017	1,461
2012-2013	4,208	2017-2018	1,457
2013-2014	1,990	2018-2019	909
2014-2015	2,620	2019-2020	930
2016-2017	2,400	2020-2021	501

Centre - 2020-2021	Average daily population	Bed Capacity
Adult		
Provincial Correctional Centre	98.7	144
Prince Correctional Centre	12.2	18
Total	110.9	162
Youth		
PEI Youth Centre	1.4	16

D.3 Mandatory Technical Requirements

Mandatory requirements are essential to the solution. The proponent must knowledge each mandatory requirement by indicating how the proposed solution complies. Mandatory requirements that are not met will result in rejection of the proposal.

Proponents' claims should indicate whether the configuration or customization is required to achieve solution functionality. The proponent should outline any other pertinent information, including attachments or references to proposal sections, that the proponent believes will assist the province in understanding its proposal.

Proposals that exceed the mandatory requirements and provide value to the province will receive 1-2 points to receive points for exceeding mandatory requirements. The proposal must demonstrate how the solution exceeds the mandatory requirements.

General Solution Requirements

- D.3.1** The successful Proponent must supply and install a Telephone System and Tablet System, which will remain the property of the successful Proponent. The Telephone System and Tablet System must have capabilities to create Inmate and Youth accounts based on the PIN. Both systems must include a debit payment system, supplied by the successful Proponent, that accepts funds for placement into Inmate and Youth accounts and processes payments for Inmate and Youth (tablet) transactions. All Systems must be PCI-DSS.
- D.3.2** Both systems must be capable of monitoring and recording Inmate and Youth communications, with built-in configurations and security controls to restrict usage. The Solution allows the Province to control access to the public telecommunications network from certain communication stations installed in the Correctional Centres.
- D.3.3** A call centre and website must support the Solution to facilitate the resolution of complaints from the general public or Inmates/Youth to the systems' operation. Proponent Must provide a architect design.

Note: The Telephone System and Tablets System should be one integrated system. However, if there is not one system, the Common Requirements below apply to both the Telephone System and Tablet System. Unique or device-specific requirements are listed separately.

- If tablets are proposed to be used to make telephone calls, any Telephone System requirements and desirable provisions, along with system capabilities and controls, apply to the Tablet System.
- D.3.4** All Inmates/Youth have an account to access at no charge and have some free services (e.g. calls to counsel, access to rehabilitative programs). However, the default is to disallow access until the Inmate/Youth account is approved by the Correctional Centre (software and hardware, including networking).
- D.3.5** The Inmate/Youth account must use PEI Offender Management Inmate Identification Numbers.
- D.3.6** The solution must be capable of including any Court-ordered restrictions in the Inmate/Youth account (e.g. barred from accessing images, barred from contacting certain parties such as victims).
- D.3.7** The Contractor/Solution must create an account in real-time per Inmate/Youth during intake and disable an account upon discharge (based on the PEI Offender Management System pushed to Contractor). Use Comments to describe how much of this process would be accomplished automatically in the Solution, via the interface, and how accuracy and completeness would be assured.
- D.3.8** The Solution must enable Inmates to utilize a debit system for paid activities (e.g. calls, emails, games). The Contractor must provide management of the debit system. Credit card, banking, or any other form of electronic payment cannot be stored in the Solution. All Systems must be PCI-DSS.

D.3.9 The Solution or Contractor must have a process to allow members of the public (external users) to deposit money into an Inmate pre-paid telephone/tablet account, receive collect calls (landline), send emails to Inmates, and leave voice mails (if voice mail functionality exists) for Inmates/Youth, without involvement by Correctional Centre staff. All Systems must be PCI-DSS.

Use Comments to detail the process, such as creating an external user account, whether external deposits must take place in person (e.g. kiosk/ desk-service) or via telephone or online (detail options provided), whether a voice mail feature is provided.

All deposits must be completed without any fees to the Province and the payee.

D.3.10 The Solution must record and report on who filled the Inmate/Youth account and the amount, when, where, and how, including the payment method. Proponent must support auditable or allowance for log management

D.3.11 The Vendor maintains funds in telephone/tablet accounts, balanced, and controls funds.

D.3.12 The Solution provides a warning when the account balance is \$5 or less. Inmate and Youth accounts cannot be in a negative balance or be owing funds to the Contractor. All Systems must be PCI-DSS.

D.3.13 The Solution or Contractor must have a process for Correctional Centres to transfer funds from an Inmate Trust Account to an Inmate/Youth telephone/tablet account with minimal to no effort by Department staff.

Funds can be transferred from the Inmate Trust Account to a telephone/tablet account, but funds in a telephone/tablet account cannot be moved elsewhere.

Third-party deposits to the telephone/tablet account can be designated for a specific telephone number or Personal Identification Number.

D.3.14 All data storage and processing must take place in Canada. The vendor should state the locations(s) of the central processor and storage facilities for these purposes. Proponent must SOC level.

D.3.15 The Solution will allow remote access (off-site) by authorized Department staff.

D.3.16 The Solution must have levels of access for the user role. i.e. administrator, user. Please provide which role access control would be implemented by vendor RBAC. MAC ect.

D.3.17 The Contractor shall provide a computerized communications control system accessible at each Correctional Centre to enable system administrators to update restrictions on a real-time basis twenty-four (24) hours per day, from a workstation computer located within the Correctional Centre/Youth Centre.

The Solution shall be capable of actively managing outgoing communications, including tracking all numbers called and producing informative communication summary reports.

D.3.18 The proposed communications control system will provide each Correctional Centre with the following features for a specific device or location within a Correctional Centre or the entire Correctional Centre.

- i. The system must provide control capabilities and instructions in multiple locations to enable/disable each device entered into the controlling workstation computer located in the administrative offices of the respective Correctional Centre. These enable/disable instructions must take effect on a real-time basis.
- ii. The ability to modify the schedules for when the devices will be operational, as required by the Manager of each Correctional Centre.
- iii. When operational requirements dictate, limit the duration of the calls made by Inmates/Youth.

Describe whether staff would have the direct ability to selectively update calling restrictions to a specific device, living area, sector and the entire Correctional Centre.

D.3.19 The proposed network system must be an internet protocol (IP) based solution that, where possible, would allow access to the network from existing Department desktop computers. Software shall have security features to prevent unauthorized access and be password protected. Proponent must provide a network diagram of the solution.

Detail what systems, procedures and redundancies the Contractor will deploy to develop and maintain the central database to permit all Correctional Centres to have direct real-time access. Provide detailed information on the security of the data storage site or type, the type of encryption used to transmit data, and confirm that a secure network is used.

Reporting Capabilities

D.3.20 The solution must be capable of producing a report containing each Correctional Centre's approved list of legal representative telephone numbers and contact information (e.g. email addresses for tablet communication). Next to each entry, there shall be a name, address, and date entered the information. This report must be accessible by other Correctional Centres on a read-only basis. Proponent must provide detail on access control RBAC, MAC ect...

D.3.21 The Solution must be able to directly call up a report per Correctional Centre, for a specific period determined by the Correctional Centre, containing the details of a specific Inmate's or Youth's telephone and tablet use. This report must indicate for each call/activity: the device used; time of the call/activity; call/activity duration; call/communication destination; and method of payment; Application usage; duration, start/end per communication.

D.3.22 The Solution must directly retrieve a report outlining all the calls made by an Inmate or Youth to a specific telephone number. Correctional Centre staff shall be able to define the time period to be reviewed. The report must contain the name of the Inmate or Youth, telephone number called, telephone used, method of payment, and time and duration of the call.

- i. For tablet communications (text, email, phone and video):

- Text
- Images
- Video
- Duration (start/end per communication)
- Cost per communication

D.3.23 A report summarizes the frequency of telephone and tablet usage within each Correctional Centre for a specified time period. The report must detail the total number of calls per telephone and activities per tablet. The Correctional Centre must be able to define the search parameters based on the location of individual devices within the Correctional Centre or the entire Correctional Centre.

D.3.24 A report listing all “blocked” telephone numbers/contact information in the Solution database. Correctional Centre staff shall be able to search the entire database or limit their search to a specific Correctional Centre or region. The report shall indicate when the blocking action took place, under whose authority and the reason for the block. The report shall include details on any calls made to any restricted/blocked number by an Inmate/Youth (not just the Inmate/Youth with the restriction/block).

D.3.25 A report detailing the monthly gross billings of the Contractor and commissions paid by the Contractor to the Inmate Welfare Fund, broken down by Correctional Centre/Youth Centre.

Telephone System

D.3.26 The proposed Telephone System must be a commercial off-the-shelf product capable of customized telecommunications services for Inmates and Youth.

D.3.27 The proposed Telephone System must complete local, long-distance, collect and pre-paid/debit calls. The Telephone System must be able to limit calls to outgoing only.

D.3.28 A unique telephone file will be provided for each Correctional Centre, which will contain a minimum of five hundred (500) toll-free telephone numbers (1-800 numbers) of agencies that assist Inmates/Youth. Inmates/Youth shall have access to the “agency” file and be permitted to call these agencies.

Each Correctional Centre shall have the ability to directly add or delete telephone numbers from their list of agencies. This file shall also contain the names and addresses associated with each entry. Correctional Centre staff shall have read-only access to other Correctional Centres’ agency lists.

D.3.29 The Solution shall not permit the calling of 1-800 numbers unless they are in the agency file or are approved by the Correctional Centre system administrator.

D.3.30 The Solution shall not permit calling 1-900 numbers.

- D.3.31** Calls to legal representatives shall be provided at no cost to Inmates or Youth.
- D.3.32** The Solution shall include a list of registered lawyers in the local calling area of each Correctional Centre. Calls to these numbers will be at no charge to the Inmate/Youth or the called party.
- D.3.33** Each telephone shall be equipped with a faceplate that includes calling instructions in English and French for the types of calls allowed.
- D.3.34** Voice prompt instructions shall be provided in English and French.
- D.3.35** The Telephone System must have accessibility features and capabilities, such as a minimum of TTY (Tele Type) functionality. (used by a person who does not have enough functional hearing to understand speech, even with amplification).
- D.3.36** The Telephone System shall allow an administrator to designate “hot” PINs, “hot” destination numbers, or “hot” stations. When the Solution detects that a call is being made using any of these pre-programmed “hot” PINs, destination numbers, or stations, Solution will automatically dial numbers designated by the Province. This will alert the designated agency to the dialed number, the PIN used in dialing, and the originating telephone station. This alert system must allow for remote monitoring by the designated agency.
- D.3.37** The proposed Telephone System must be programmable for call blocking for specific Inmates or Youth. The blocking shall be applied to the Inmate’s/Youth’s personal identifier number (PIN) and be recognized across Correctional Centres.
- D.3.38** Any attempts to enter a blocked number shall raise an alert informing Correctional Centre/Youth Centre staff of the numbers’ blocked status. The Solution will notify the staff of the reasons for the block, the date and under whose authority it was blocked. Only authorized Correctional Centre staff may initiate an override and permit the blocked telephone number to be connected.
- D.3.39** The Telephone System must provide prepaid calling for Inmates. The prepaid system should allow for international calls and should not require any assistance from a third party. All prepaid calls would be subject to call restrictions such as blocking, rate and call duration.
- D.3.40** The Telephone System must require active acceptance by the called party before a call is connected.
- D.3.41** The Telephone System must use an automated operator only. Inmates/Youth shall not be connected to a live operator at any time for any purpose.
- D.3.42** The Telephone System must be programmable to permit free calls to specific numbers the Correctional Centre/Youth Centre might choose from specific telephone locations in the Correctional Centre/Youth Centre.
- D.3.43** The Telephone System must provide a fully integrated recording component for recording calls. Telephone administration, conversation monitoring, recording and playback could occur at any Correctional Centre/Youth Centre workstations identified by the Province.

- D.3.44** The recording system must be digital and store a minimum of ninety (90) days of recorded calls online for immediate retrieval without changing storage media. Recordings must be backed up for archival purposes.
- D.3.45** The recording system will use voice recognition technology to flag and search recorded conversations containing keywords (Word Watch) defined by Correctional Centre/Youth Centre administrative personnel.
- D.3.46** The recording system shall allow for live monitoring in real-time, without interference to the existing recording operation. Monitoring shall not be detectable to callers.
- D.3.47** For playback purposes, the recording system shall provide Department personnel with the ability to group recorded calls based on station, unit and/or area.
- D.3.48** The system shall allow recorded calls to be downloaded and copied to media storage devices for transport and replay on any computer (acceptable formats: MP3, MP4).
- D.3.49** The transferred record shall include the call details (time and date of the call, origination number, destination number, duration and caller's PIN), the recorded call including prompts that announce a user's name, and a security envelope that includes a "checksum" to ensure technical authenticity and integrity of the record.
- D.3.50** The proposed Equipment must be synchronized with the call processing equipment to ensure that call recording times mimic call start time on-call detail reports (Synchronized Network Time Protocol).
- D.3.51** The recording system must provide an audit function that will list the playback history of all recorded calls and live monitored calls listened to by Correctional Centre/Youth Centre staff.
- D.3.52** The Telephone System must provide the called party with collect calling rates and fees as they apply to the phone call they receive before they accept the call.
- D.3.53** The Telephone System must provide the option for the Inmate to access their telephone account balance.
- D.3.54** The Telephone System must include multiple security layers (e.g. PIN and Biometric features) to prevent unauthorized use of Inmate/Youth accounts and fraudulent calls.
- D.3.55** The Telephone System must include a platform that allows Centre staff to conduct investigations relating to call use.
- D.3.56** The Telephone System must allow calls to be restricted to a specific time limit and provide the Inmate/Youth and called party notice when there is one (1) minute remaining on the call. The Telephone System must automatically terminate the call at the end of the time limit, which must be able to be customized or changed. Detail whether the call duration can be adjusted for a specific account (PIN) and whether call duration can be adjusted for specific telephones.
- D.3.57** The Telephone System must be able to detect and track three-way call attempts.

The Solution shall restrict an Inmate/Youth from calling a prohibited number on another's behalf and must include automatic third-party control capability to reduce the possibility that Inmates/Youth will place calls through third parties who can "bounce" calls to otherwise-prohibited numbers.

The Solution must report these attempts to the designated Correctional/Youth Centre staff, and automatically disconnect such calls. A recorded notification will be provided to the call parties, detailing why the call was disconnected, and that three-way calling is not permitted.

D.3.58 The solution must be capable of saving/archiving its data to network-attached storage (NAS) or online storage devices.

Tablet System

D.3.59 Minimum 7-inch tablet.

D.3.60 English and French interfaces.

D.3.61 100% wireless, including charging and docking stations.

D.3.62 Headphones must be a headset (on-ear) and not in-ear (not small enough to be swallowed or inserted into body cavities).

D.3.63 Use Comments to describe any unique attributes for headphones to make them a correctional grade (safety, durability etc.).

D.3.64 Capabilities to address physical, visual, and auditory limitations.

D.3.65 Case protecting the tablet from a 10-metre drop.

D.3.66 Anti-scratch and break touch screens.

D.3.67 No exposed keys or buttons.

D.3.68 No removable parts.

D.3.69 No cellular capabilities.

D.3.70 No permanent file storage capabilities.

D.3.71 Minimum 2.4Ghz N.

D.3.72 Minimum Wireless Encryption WPA2 and AES, with a 256-bit password.

D.3.73 Minimum full signal strength a visual distance of 20 metres (66 feet).

D.3.74 Enabled MAC address filtering allowing devices within each Correctional Centre/Youth Centre. Tablets cannot be transferred or switched between Correctional Centres.

- D.3.75** Tamper proof encasement.
- D.3.76** No exposed wiring.
- D.3.77** PoE (Power Through Ethernet).
- D.3.78** Remote Management.
- D.3.79** It is mounted to the building structure.
- D.3.80** Fault tolerance capability.
- D.3.81** A minimum of 6 free ports are always available.
- D.3.82** Minimum of 100Mb base transfer speeds.
- D.3.83** Remote Managed Network.
- D.3.84** Rack-mounted.

Ethernet Wiring

- D.3.85** Rack-mounted.
- D.3.86** Corrections compliant wire runs.
- D.3.87** RJ6 insulated wiring.
- D.3.88** No exposed wiring (including power).
- D.3.89** Tamper proof.
- D.3.90** It is mounted to the building structure.

Tablet Operating System

- D.3.91** Minimum current version
- D.3.92** Two-factor authentication (e.g. Biometric and password)
- D.3.93** Biometric authentication (e.g. facial, fingerprint, or other)
- D.3.94** Account authorization for operating functionality allowance and restrictions.
- D.3.95** It is restricted to use only authorized Applications per-authenticated account.
- D.3.96** Security vulnerabilities updated 24 hours after the patch release.

D.3.97 No gesture controls such as “wave” log-in would allow unauthorized access to the Tablet System or any Application.

D.3.98 Geolocation is always enabled.

D.3.99 Notifications to user and monitoring software when battery lower than 10% or 15 minutes of battery life remaining.

D.3.100 Locking tablet and location beacon sounding an alarm when the battery is at 5% or 5 minutes of remaining battery life.

Tablet Applications

D.3.101 No access to Applications that have not been pre-approved by the Province.

D.3.102 Visible account balance at all times. Warning when the account balance is \$5 or less.

D.3.103 Inaccessible pay-as-you-go Applications when the account balance cannot cover the charging rate.

D.3.104 Communications can be terminated or rejected by the non-Inmate/Youth user.

D.3.105 The application can be restricted by account.

D.3.106 No internet access.

Backroom

D.3.107 The Solution can monitor user activity in real-time, by location and Application, and report on these data.

D.3.108 The Solution must have invisible remote access to tablets for support and monitoring.

D.3.109 Capability to report and export data by Correctional Centre, user, location (pod or unit within Correctional Centre), Application.

Contractor Services

D.3.110 Redundancy on servers and network.

D.3.111 High availability on servers and network.

D.3.112 Manufacturer recommended network capacity times two.

D.3.113 Manufacturer recommended specifications times two.

D.3.114 Maintenance routines started and were completed during off-peak hours.

Business Requirements

D.3.115 Inmates must have transparency in the fees and determine how much money they have spent during a session with a tablet.

D.3.116 No fees while idle:

- i. Inmates will not be charged fees when a message is being composed.
- ii. Inmates and Youth will not incur fees while choosing/deciding upon a recreational/ entertainment option.

Describe any controls in the Tablet System to recognize when the tablet has become idle and automatically log out the user.

D.3.117 Youth cannot be charged for communications outside Young Offender Centres.

D.3.118 Only outbound or inbound fees (one or the other, not both). Fee schedule between the external user and Inmate to demonstrate one cost.

D.3.119 MMS, SMS and email messages are one fee, based on transmission.

D.3.120 Inmates accessing photographs and messages they have received will be charged a fee only once.

Desirable Provisions

Desirable functionality is essential to the Solution. The Proponent should acknowledge each desirable provision (numbered item) by indicating whether the proposed Solution complies.

Please support the Proponent's claims and describe the Proponent's approaches to the work. Include any other pertinent information, including attachments, that the Proponent believes will assist the Province in evaluating its Proposal. Unsupported claims will be evaluated accordingly (e.g. Proponent claiming a provision is Exceeded without details).

Common Provisions

D.3.121 The telephone and tablet Software should be highly configurable, both centrally and at each Correctional Centre, to incorporate restrictions on Inmate/Youth usage such as duration and number of uses; to create a word watch list for keywords and phrases that indicate inappropriate behaviour; allow for alerts and notifications to be created for breaches of configured protocols; and reports to be made based on captured data, for analysis of possible inappropriate Inmate and Youth behaviour.

If the telephone and tablet controls are not integrated, the Common Provisions below apply to both approaches.

D.3.122 The Solution should be able to restrict an account from a specific device.

D.3.123 The fee structure is understandable, affordable, fair, consistent and uses flat rates (not tiered). Fee structure encourages the use of the Tablet System and is transparent to Inmates, Youth and Corrections staff (i.e. charges can be traced and explained).

D.3.124 The solution should be capable of automatically restricting an account when an Inmate or Youth uses a specific device more than a pre-configured time duration or exceeds the number of times in a day.

D.3.125 Capability for a privileges and rewards system that Correctional Centre staff can administer.

D.3.126 Easy account signup of external users. External users should be able to leave voice mails on the Solution for Inmates, receive collect calls from Inmates, and deposit money into an Inmate or Youth telephone/tablet account.

Correctional Centre Accounts

D.3.127 Accounts should have Configurable levels of access system-wide, by Centre, and by the user. Correctional Centre accounts include the following features/capabilities:

- i. Monitoring
- ii. Approval
- iii. Notifications
- iv. Alerts
- v. Records Management
- vi. Configuration (by Correctional Centre staff)

D.3.128 The Solution should allow Correctional Centre staff to classify Inmate/Youth accounts using pre-configured classification templates.

D.3.129 The Solution should allow Correctional Centre staff to lock and unlock accounts, tablets, groups (tablets or accounts), and all per Centre.

D.3.130 The Solution should allow tablets to be registered and unregistered by location.

System Administrator Accounts

D.3.131 The system administrator accounts should include configurable levels of access system-wide, Correctional Centre, and the user.

D.3.132 System administrator accounts include the following features/capabilities:

- i. Monitoring

- ii. Approval
- iii. Notifications
- iv. Alerts
- v. Records Management
- vi. Configuration (by Sys Admin)

Functionality

D.3.133 The Tablet System should provide the ability for communications such as:

- i. Text
- ii. Email
- iii. Phone
- iv. Instant Message
- v. Video Conference/Visitation

D.3.134 Tablets to provide entertainment options such as:

- i. Movies
- ii. Music
- iii. Books
- iv. Magazines
- v. Games

D.3.135 The Tablet System should restrict entertainment content based on local (Canadian) ratings of movies, music, and reading content, by Inmate or Youth account. Describe whether content can be restricted by Correctional Centre (e.g. Youth vs. Inmate), by content rating, or by other means such as categories of content.

D.3.136 Tablets to provide access to Correctional programs/services, such as:

- i. Educational/Personal Development Resources such as. High School credited courses, Skills courses, Reintroduction to Society, Anger Management.
- ii. Commissary Information and Ordering and tracking.

- iii. Self Service capabilities for Court Dates, Inmate Trust Account balance, telephone/tablet account balance, etc.
- iv. Information resources include Inmate Handbook, Shelters, Rehabilitative Agencies, Laundry, Chaplain, community-based programs, Case Worker contacts, drug treatment centres, health care resources.
- v. Legal Library
- vi. For Youth: public school program delivery

D.3.137 Tablets should provide accessibility features for disabilities, such as:

- i. zoom control for larger text and images, interface to vision loss devices
- ii. Hearing, e.g. closed captioning,
- iii. Speaking, e.g. interface into speech loss devices
- iv. Legibility, e.g. read aloud
- v. Writing, e.g. speech recognition to type or search

Data Records

The Solution should record data to create an audit trail and reports. The data should be recorded per transaction, per Correctional Centre and Inmate/Youth. The following data should be captured:

D.3.138 Communications (text, email, phone and video):

- i. Text
- ii. Images
- iii. Video
- iv. Duration (start/end per communication)
- v. Cost per communication
- vi. Count per Inmate/Youth

D.3.139 Application Usage:

- i. Duration Start/End per Communication
- ii. Count per hour, day, and month

D.3.140 Logging:

- i. Data changes
- ii. Location changes
- iii. Account changes
- iv. Access
- v. Security. Proponent must provide explanation in case of data breached on how soon does the Dept of Justice and Public Safety be notified and incident management process.
- vi. Breach
- vii. Alerts
- viii. Damage
- ix. Complaints
- x. Service Requests
- xi. Incidents

D.3.141 Export Data

- i. Transactions (Financial, Communications, Applications)
- ii. Monitoring and generating alerts

Interface Development

D.3.142 Contractor to provide and maintain any interfaces, such as to:

- i. Educational Facilities - for adult program offering, availability, schedules, and self-study, e.g. high school courses by module.
- ii. Proponent to outline if capable to interface with other IT systems. Interface with the Offender Management System (MACI) is highly desirable.

Monitoring and Security

D.3.143 Biometric recognition:

- i. Tablet capture vs. PIN Inmate/Youth image, or other Biometric criteria comparison, is to be used:
 - During tablet use
 - Before Login (on the movement of the tablet)

- After Login
- Tablet Biometric capture before movement and after movement. Compare and alert functions to automatically disable tablet and account in the event of a mismatch.

D.3.144 Multi-factor authentication

- Includes PIN ID number
- Biometric
- Password or number

Word Watch

Pre-configured keywords or phrases to be captured and alerted when used during Inmate and Youth communications (email, text, phone and video).

D.3.145 The Solution includes an automated workflow to flag, notify Correctional Centre staff by email, record the reason, location, type, Inmate/Youth, and dates and times for incident resolution phases (currently Created, Modified, Acknowledged, Resolved).

D.3.146 Automation to disable Inmate/Youth account use when exceeding an infraction value via a centrally controlled configuration value.

D.3.147 The Province can maintain the configuration of words and phrases both centrally (affect all Centres) and per Centre.

D.3.148 The Province can maintain the configuration of email notification on a per Centre basis.

D.3.149 Reporting of response time per record of date/time differences between phases (Created to Acknowledged, and Acknowledged to Resolved).

D.3.150 Reporting of response time per user of date/time differences between phases (Created to Acknowledged, and Acknowledged to Resolved).

D.3.151 The Solution is capable of reporting Inmate/Youth infractions of Word Watch, including the type of communication (email, text, phone and video), created date/time, location (Correctional Centre name, location name, and tablet ID), and accumulative count of total communication infractions.

Image Watch

Monitor Inmate/Youth usage of photo or video for inappropriate activity or images sent or received).

D.3.152 The Solution includes an automated workflow to flag, notify by email, record resolution reason, location, type, Inmate/Youth, and record process phases of dates and times for Created, Modified, Acknowledged, and Resolved.

D.3.153 Automation to disable Inmate/Youth account use when exceeding an infraction value via a centrally controlled configuration value.

D.3.154 The Solution can report response time per record of date/time differences between each phase (Created to Acknowledged, and Acknowledged to Resolved).

D.3.155 The Solution is capable of reporting Inmate/Youth infractions, including the type of communication (email, text, phone and video), created date/time, location (Correctional Centre name, location name, and tablet ID), and accumulative count of total communication infractions.

Live Screen Activity Monitoring

D.3.156 The Solution includes virtual network computing (VNC) (software that makes it possible to control another computer over a network connection) so that Correctional Centres can monitor Inmate/Youth live screen activity.

D.3.157 Correctional Centres can monitor Inmate/Youth live login activity, including duration times, idle, and funds.

Inmate/Youth Usage

D.3.158 Reports on positive usage, i.e. usage with no alerts or infractions.

D.3.159 Reports and alerts on harmful usage, i.e. usage with infractions.

D.3.160 Court-ordered restrictions monitoring and alert/report.

Request for Information

D.3.161 The Solution should provide alerts and notifications of an RFI so that Correctional Centre staff can process the request within target timeframes.

D.3.162 The Solution or workflow should include automated and manual routing.'

D.3.163 The Solution should include an emergency function so that Correctional Centre staff can respond to emergent situations accordingly.

D.4 Rated Criteria

The categories and weighting for the rated criteria of the RFP are included in section 2.3.2 of the RFP. Proponents who do not meet a minimum threshold score for a category will not proceed to the next stage of the evaluation process.

D.4.1 Executive Summary (5 Points)

Provide a 1-2 page summary of your technical response, highlighting the key features of your proposal. It should allow the evaluation team to quickly gain an overall perspective of your proposal before reviewing it in detail.

D.4.2 Understanding of Service Requirements (10 Points)

Provide a 1-2 page summary of your understanding of the RFP requirements defined in this RFP. This content should be expressed in your own words and not simply recite the requirements specified in this RFP.

D.4.3 Proposed Approach and Project Plan (15 Points)

Describe the approach proposed to address the RFP requirements. Include any unique methodologies, tools and techniques, and their respective suitability to this project.

Also, provide a project plan that reflects your proposed approach/process and demonstrates your ability to meet the milestones.

D.4.4 Demonstrated Expertise (20 Points)

- **Sector-specific knowledge and experience:**
 - knowledge of inmate phone/visitations systems in correctional institutions, crime prevention, and Correctional practices
 - knowledge of Correctional best practices and governance models
 - experience working with government executives, Correctional executives, and Correctional Institutions
 - Project lead and team members' skills and experience relevant to the Corrections knowledge and evaluation.

Outline experience with comparable or similar projects. Describe any similarities to or differences from this project. Indicate whether similar projects were related to implementing an Inmate and Youth Telephone/Tablet/Trust Account and Video Visitation System.

D.4.5 Project References (10 Points)

Three references from contractors of similar projects are referred to in the technical requirements (D.3), similar to the requirements defined in this RFP. Select references similar to Government and provide a contact name and their phone number, fax number, and email address. The reference information provided should identify the scope and type of the projects conducted for the reference and demonstrate the extent of your previous experience, the reference's overall satisfaction with your services and the results achieved, including your adherence to interim and final deadlines.

D.4.6 Proposed Project Manager, Resume and References (10 Points)

The successful Proponent is expected to provide all the necessary project management to complete the services proposed in response to this RFP. The Proponent is expected to include a project manager who has the appropriate experience and can act on behalf of the Contractor.

Identify the project manager proposed for this project and describe their experience.

Include their resume. This should be structured to emphasize their relevant qualifications and project management experience in successfully managing projects of a similar size and scope to that required by this RFP.

The resume should include at least two project references, including:

- Name of organization;
- Name, title, telephone number and email of contact for the organization; and
- Brief description of the project's scope, complexity, dates, and duration.

D.4.7 Proposed Team Resources, Experience, Qualifications and References (10 Points)

The Proponent should demonstrate that its proposed team as a whole meets or exceeds the RFP requirements. Prepare the table below to identify all personnel assigned to the project and contribute to (i) the routine management and/or (ii) the performance of the required services. As shown, provide each person's name, title, role on this project, experience in this role and their respective employment status.

Name	Title	Project Role	Role Experience (# months)	Employment Status (E = employee, C = contractor, P = partner)

The Province encourages innovation and competition in the Proponent community through partnerships and consortiums. If sub-contractors or partners of a Proponent are permitted for this project, they must be identified in your table. If so, describe the general range of services that the respective contractors (companies or individuals) provided and how this benefits your company. If no contractors or partners are identified, this will be interpreted to mean that only a Proponent's own resources will be used.

Submit the individual resumes for each proposed resource. The resumes should be structured to emphasize their relevant qualifications and experience in completed projects of a similar size and scope to that required by this RFP.

Each resume should include at least two project references where the proposed individual served in a similar role, including:

- Name of organization;
- Name, title, telephone number and email of contact for the organization;
- Brief description of the scope, complexity, dates and duration of the project; and
- The role the proposed individual played in the referenced project.

D.4.8 Resource Management (5 Points)

By responding to this RFP, the Proponent commits to making the proposed resources available to this project when needed. Once the project begins, it agrees to take any steps necessary to ensure the ongoing availability of its suggested resources during this project.

The Province acknowledges that instances can arise where a proposed resource is no longer employed by or associated with the Proponent or is otherwise unavailable to the Proponent at the time of the service requirement. In these cases, the Proponent agrees to provide replacement resources with equivalent (or greater) experience and capability, and the selection of the replacement resources will be subject to the approval of the Province.

In the proposal, describe the process that would be used for including the Province in the selection of replacement resources and for securing the Province's approval. Describe how changes in the project manager, in particular, would be handled if this becomes necessary.

If new service requirements emerge during the project, the Province will make every effort to provide the successful Proponent with as much advance notice as possible. Describe the process and typical timelines involved in making additional resources available to this project.

Describe the process used to resolve a situation where the Government concludes that an assigned resource from the Proponent is not performing their responsibilities adequately.

[End of Appendix D]